

# Resolution

Number 19-0530

Adopted Date May 07, 2019

END TEMPORARY RECLASSIFICATION FOR GARY HUBBS, WITHIN WARREN COUNTY THE BUILDING AND ZONING DEPARTMENT

WHEREAS, due to the extended absence of the Building and Electrical Supervisor, this Board, temporarily reclassified Gary Hubbs to the Building and Electrical Supervisor position with a pay increase; and

NOW THEREFORE BE IT RESOLVED, to end temporary reclassification for Gary Hubbs, and return to Building Inspector IV, effective pay period beginning May 10, 2019; and

BE IT FURTHER RESOLVED, to end temporary pay increase for Gary Hubbs, and return to previous rate of \$29.58 per hour, effective pay period beginning May 10, 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Building and Zoning (file)  
G. Hubbs' Personnel file  
OMB-Sue Spencer

# Resolution

Number 19-0531

Adopted Date May 07, 2019

HIRE RODERICK ALDER AS PLANS EXAMINER WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Roderick Alder, as Plans Examiner within the Building and Zoning Department, classified, full-time, exempt, Pay Range #B, \$2,500.00 bi weekly, effective May 13, 2019, subject to a negative background check, drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, within the first six (6) months of employment, Mr. Alder must have state approval on appropriate documentation to maintain employment; and

BE IT FURTHER RESOLVED within two (2) years Mr. Alder must have the appropriate certification for Masters Plans Examiner to maintain employment.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)  
Roderick Adler's Personnel file  
OMB-Sue Spencer

# Resolution

Number 19-0532

Adopted Date May 07, 2019

## HIRE KRISTIN THOMAS AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS

BE IT RESOLVED, to hire Kristin Thomas as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$14.00 per hour, effective May 13, 2019, subject to a negative drug screen, for the summer work period ending November 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
Kristin Thomas' Personnel file  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0533

Adopted Date May 07, 2019

HIRE CLAY CHASTEEN AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS


BE IT RESOLVED, to hire Clay Chasteen as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$14.00 per hour, effective May 13, 2019, subject to a negative drug screen, for the summer work period ending November 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
Clay Chasteen's Personnel file  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0534

Adopted Date May 07, 2019

HIRE KRISTIN BROWN AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIOMEANSJOBS

BE IT RESOLVED, to hire Kristin Brown as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$14.00 per hour, effective June 3, 2019, subject to a negative drug screen, for the summer work period ending November 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
Kristin Brown's Personnel file  
OMB-Sue Spencer

# Resolution

Number 19-0535

Adopted Date May 07, 2019

## HIRE SOPHIA ABRAMS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Sophia Abrams as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 28, 2019, at starting rate of, \$17.93 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Sophia Abrams' Personnel file  
OMB- Sue Spencer

# Resolution

Number 19-0536

Adopted Date May 07, 2019

HIRE LANCE CZINEGE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Lance Czinege as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 28, 2019, at starting rate of, \$17.93 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Lance Czinege's Personnel file  
OMB- Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0537

Adopted Date May 07, 2019

HIRE THOMAS VIARS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

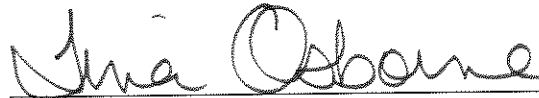
BE IT RESOLVED, to hire Thomas Viars as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 28, 2019, at starting rate of, \$17.93 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Thomas Viars' Personnel file  
OMB- Sue Spencer



# Resolution

Number 19-0538

Adopted Date May 07, 2019

HIRE JENNIFER KAY AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

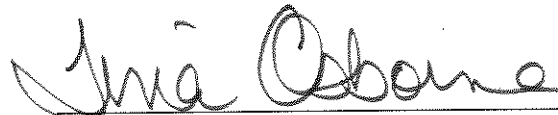
BE IT RESOLVED, to hire Jennifer Kay as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 28, 2019, at starting rate of, \$17.93 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Jennifer Kay's Personnel file  
OMB- Sue Spencer

# Resolution

Number 19-0539

Adopted Date May 07, 2019

HIRE BRITTANY CARVALHO AS EMERGENCY COMMUNICATIONS OPERATOR  
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Brittany Carvalho as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 28, 2019, at starting rate of, \$17.93 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Brittany Carvalho's Personnel file  
OMB- Sue Spencer

# Resolution

Number 19-0540

Adopted Date May 07, 2019

APPROVE THE PROMOTION OF TAYLER BISHOP TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR III WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Bishop has obtained his EPA Class III Operator Wastewater Certification; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Tayler Bishop, to the position of Wastewater Treatment Plant Operator III of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 19, at \$26.00 per hour, subject to a 180-day probationary period, effective pay period beginning April 13, 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Tayler Bishop's Personnel file  
OMB-Sue Spencer

# Resolution

Number 19-0541

Adopted Date May 07, 2019

APPROVE PAY INCREASE FOR ANGIE TIPTON, WASTEWATER TREATMENT PLANT OPERATOR III, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the department currently has two employees that hold the position of Wastewater Treatment Plant Operator III and hold the necessary EPA Class III Operator Wastewater Certification and the Sanitary Engineer has requested to increase Ms. Tipton's wage to \$26.00 per hour so that both employees are compensated at the same wage; and


NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Angie Tipton, Wastewater Treatment Plant Operator III, pay range #19, to \$26.00 per hour, effective pay period beginning April 13, 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Angie Tipton's Personnel file  
OMB - Sue Spencer

# Resolution

Number 19-0542

Adopted Date May 07, 2019

ACCEPT RESIGNATION OF JULIE HORNEY, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 24, 2019

BE IT RESOLVED, to accept the resignation of Julie Horney, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective May 24, 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0543

Adopted Date May 07, 2019

ADMINISTER DISCIPLINARY ACTION AGAINST SAMUEL LEMASTER, EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Mr. LeMaster, Emergency Communications Operator, was charged with Group I offense #20, Unsatisfactory worker or failure to maintain required standards, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the Operations Manager requested a Pre-Disciplinary conference for the above violation regarding Mr. LeMaster as he has prior active discipline in the past two years; and

WHEREAS, Mr. LeMaster was given notification of a pre-disciplinary conference on April 26, 2019; and

WHEREAS, Mr. LeMaster waived his right to a pre-disciplinary conference on April 26, 2019; and

WHEREAS, it is the recommendation of the Operations Manager that Mr. LeMaster serve a one (1) day suspension to follow progressive discipline as Mr. LeMaster has prior active discipline within the past two years; and

NOW THEREFORE BE IT RESOLVED, that Samuel LeMaster, Emergency Communications Operator, within the Warren County Emergency Services, be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a one (1) day suspension to be served May 12, 2019; and

BE IT FURTHER RESOLVED, this action shall become a part of Mr. LeMaster's personnel file.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
Samuel LeMaster's Personnel File  
OMB (Sue Spencer)

# Resolution

Number 19-0544

Adopted Date May 07, 2019

**AUTHORIZING THE EXECUTION AND DELIVERY OF TWO COOPERATIVE AGREEMENTS BY AND BETWEEN THE WARREN COUNTY PORT AUTHORITY AND THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO IN CONNECTION WITH THE REFUNDING OF CERTAIN DEBT OF WARREN COUNTY, OHIO AND THE ASSIGNMENT AND PLEDGE OF CERTAIN SPECIAL ASSESSMENT PAYMENTS AND NON-TAX REVENUES IN CONNECTION WITH THE SAME; AND AUTHORIZING AND APPROVING RELATED MATTERS**

WHEREAS, the County of Warren, Ohio (the "County") previously issued its (i) approximately \$2,755,000 Various Purpose Special Assessment Bonds, Series 2008, dated on or about September 4, 2008 to refund certain notes previously issued by the County to finance the construction of two roads intersecting Grandin Road, improvements to and along Grandin Road, related water and sewer improvements, and certain sewer improvements in the Caesar's Creek Sewer Improvement Area; (ii) approximately \$1,525,000 Road Improvement Special Assessment Bonds, Series 2002, dated on or about October 1, 2002, to retire certain notes previously issued by the County to finance the construction of various improvements to Striker Road; (iii) approximately \$2,635,000 Various Purpose Special Assessment Bonds, Series 2003, dated on or about September 1, 2003, to finance the construction of water main improvements in the Mason-Montgomery Road Water Improvement Area and the State Route 741 Water Improvement Area, and extension of sanitary sewers in the Hunter Area of Dick's Creek Sewer Improvement Area; and (iv) approximately \$560,000 Various Purpose Special Assessment Bonds, Series 2007, dated on or about October 11, 2007, to pay the costs of the Bardes Drive Sewer Improvement Area and the Bushnell Hill Road Portion (collectively, the "Prior Bonds", the issuance of which will be referred to herein as the "Prior Bonds Project"), and such Prior Bonds are supported by a general obligation pledge of the County and repaid through the collection of special assessments imposed by the County on properties benefitted by the Prior Bonds Project (the "Special Assessment Payments"); and

WHEREAS, the Warren County Port Authority (the "Port Authority") is authorized and empowered, by virtue of the laws of the State, including without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 4582, Ohio Revised Code, (collectively, the "Act"), among other things, to (a) issue its revenue obligations for the purpose of financing the costs of acquiring, constructing, equipping, installing or otherwise improving "port authority facilities", as defined in the Act; and (b) enter into one or more cooperative agreements or other arrangements with the County in connection with the same; and

WHEREAS, the County has determined that it is necessary and in the best interest of the County to request assistance from the Port Authority in refunding the outstanding portion of the Prior Bonds (the "Project"); and

WHEREAS, pursuant a resolution approved February 25, 2019, the Port Authority has agreed to assist the County in refunding the outstanding portion of the Prior Bonds by issuing its

Special Obligation Development Revenue Bonds (Ohio Communities Accelerator Fund) Series 2019A (the "Series 2019A Bonds") and Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, collectively, the "Bonds"), the proceeds of which Bonds will be used to (i) finance the Project, as further described in the Series 2019A Cooperative Agreement and Series 2019B Cooperative Agreement to be entered into by and between the Port Authority and the County (together, the "Cooperative Agreements"); (ii) fund the Bond Reserve Deposit, as defined in the Cooperative Agreements; and (iii) pay certain costs of issuance related to the Bonds; and

WHEREAS, in connection with the foregoing, the County has determined that it is necessary and in the best interest of the County to provide for the Bonds to be issued without an obligation or pledge of any moneys raised by taxation, and for the Bonds not to represent or constitute a debt or pledge of the faith or credit or taxing power of the County, but instead for the Bonds to be supported by the assignment and pledge herein and in the Cooperative Agreements of Special Assessment Payments and non-tax revenue of the County including, but not limited to, (i) fines and forfeitures; (ii) fees imposed from licenses and permits; (iii) investment earnings on any fund or account of the County, including the County's General Fund, that are credited to the County's General Fund; (iv) proceeds from the sale of assets; (v) charges for services; and (vi) other revenues including, but not limited to, rental income, gifts, and donations and payments received as reimbursement (collectively, the "Non-Tax Revenue"); and

WHEREAS, this Board has determined that it is necessary and in the best interest of the County to cooperate with the Port Authority by pledging and assigning Special Assessment Payments and Non-Tax Revenues for payment of the principal of, premium, if any, and interest on the Bonds (collectively, "Debt Service Charges") and Administrative Expenses (as defined in the Cooperative Agreements), in accordance with the terms of the Cooperative Agreements and, as provided in this Resolution, and to authorize the signing of the Cooperative Agreements.

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

**Section 1. Determinations by Board.** This Board finds and determines as follows:

(a) Cooperation with Port Authority. It is necessary, proper and in the best interest of the County to request the Port Authority to issue the Bonds and for the Port Authority to make the proceeds from the issuance of the Bonds available to the County pursuant to the Cooperative Agreements for use in connection with the Project.

(b) Cooperative Agreements. It is necessary, proper and in the best interest of the County to authorize the Cooperative Agreements to provide for, among other things, (i) the issuance of the Bonds by the Port Authority, (ii) the provision of Special Assessment Payments and Non-Tax Revenues to pay, in part, Debt Service Charges and Administrative Expenses, and (iii) disbursement of the proceeds of the Bonds to the County for use in the Project.



This Board finds and determines that the issuance of the Bonds and the signing and delivery of the Cooperative Agreements in connection with such issuance for the purpose provided in this Resolution serves a proper public purpose.

(c) Non-Tax Revenues. The County hereby covenants and agrees that so long as Bonds are outstanding, it will pay to the Port Authority or its Trustee, in accordance with the Cooperative Agreements, Non-Tax Revenues that are, together with available Special Assessment Payments, sufficient to make each payment due under the Cooperative Agreements; provided, however, such payments are payable solely from Special Assessment Payments and Non-Tax Revenues. The Bonds are not secured by an obligation or pledge of any moneys raised by taxation. The Bonds do not and shall not represent or constitute a debt or pledge of the faith or credit or taxing power of the County, and the owners of the Bonds have no right to have taxes levied by the County for the payment of principal and interest on the Bonds. Nothing herein shall be construed as requiring the County to use or apply to the payment of principal and interest on the Bonds any funds or revenues from any source other than Special Assessment Payments and Non-Tax Revenues.

**Section 2. Bond Terms; Application of Proceeds.**

(a) Principal Amounts. The principal amount of the Series 2019A Bonds shall not exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000). The principal amount of the Series 2019B Bonds shall not exceed One Million Nine Hundred Fifteen Thousand Dollars (\$1,915,000).

(b) Maturity. The final maturity of each of the Series 2019A Bonds and the Series 2019B Bonds shall not be later than the respective final maturities of the Prior Bonds refunded by the applicable series.

(c) Interest. The interest rate on the Bonds shall not exceed 2.65%.

(d) Application of Proceeds. The proceeds from the sale of the Bonds shall be deposited and applied as provided in the Cooperative Agreements and for the purposes stated in this Resolution.

It is determined that the terms of the Bonds as so determined within the limitations set forth in this Resolution and as so specified and set forth in the Cooperative Agreements will be in the best interest of the County and consistent with all legal requirements.

**Section 3. Authorization of Cooperative Agreements; Additional Documents.** In connection with the issuance of the Bonds, the County Administrator is authorized, in the name and on behalf of the County, to sign and deliver the Cooperative Agreements in substantially the form on file with the County, with such changes not materially adverse to the County as may be determined by the County Administrator and the County Prosecutor as acceptable, in the best interest of the County, and consistent with this Resolution.

The County Administrator is authorized to sign and deliver and accept delivery of such instruments, certificates and documents as are necessary or appropriate to consummate the transactions authorized by this Resolution and the Cooperative Agreements, including all agreements, contracts, and documents necessary or appropriate, in such officer's discretion, to facilitate procurement of municipal bond insurance to enhance the credit of the Bonds if determined to be advisable in connection with the pricing and sale of the Bonds.

The County Administrator is further authorized to provide certain information related to the County and the Prior Bonds (the "County Information") for inclusion in an Official Statement of the Port Authority, in preliminary and final form, in connection with the original issuance of the Bonds, if determined to be advisable in connection with the pricing and sale of the Bonds. If the County Administrator so determines, then the County Administrator is hereby authorized and directed to prepare, on behalf of the County and in their official capacities, the County Information and any supplements thereto, and such certificates related to the accuracy of the County Information as may, in their judgment, be necessary or appropriate.

The County Administrator is authorized to make the necessary arrangements on behalf of the County and cooperate with the Port Authority to establish the date, location, procedure and conditions for the delivery of the Bonds to the original purchaser determined by the Port Authority and to take all actions necessary to effect due signing, authentication and delivery of the Bonds by the Port Authority consistent with the terms of this Resolution and the Cooperative Agreements. The Clerk of the Board or other appropriate official of the County shall, upon request, furnish such original purchaser a true transcript of proceedings certified by the Clerk or other official, of all proceedings had with reference to the authorization of the Cooperative Agreements and the payment of Debt Service Charges and the Administrative Expenses.

**Section 4. Interpretation.** Nothing in this Resolution is intended to, and no provision hereof shall be applied in any manner as would, impair the obligation of contract of the County with respect to any outstanding bonds, certificates of indebtedness, other obligations, indentures, or other agreements or contracts made or entered into by the County.

**Section 5. Severability.** Each section of this Resolution and each subdivision or paragraph of any section is hereby declared to be independent, and the finding or holding of any section or any subdivision or paragraph of any section to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Resolution.

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RESOLUTION #19-0544  
MAY 7, 2019  
PAGE 5

**Section 6. Compliance with Open Meeting Law.** This Board finds and determines that all formal actions of this Board were taken in an open meeting of this Board, and that all deliberations of this Board were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Port Authority  
Auditor (certified)  
Economic Development (file)  
Port Authority (file)  
Bricker & Eckler – Caleb Bell  
Bond file

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**COOPERATIVE AGREEMENT**

**BY AND BETWEEN**

**WARREN COUNTY PORT AUTHORITY**

**AND**

**WARREN COUNTY, OHIO**

**[\$1,780,000]**

**Warren County Port Authority  
Special Obligation Revenue Bonds  
(Ohio Communities Accelerator Fund)  
Series 2019A**

**(Series 2019A Warren County Special Assessment and Non-Tax Revenues Project)**

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**DATED AS OF [MAY 1], 2019**

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ANNEX I     Master List of Definitions

## **COOPERATIVE AGREEMENT**

This COOPERATIVE AGREEMENT made and entered into as of [May 1], 2019, by and between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Issuer") and WARREN COUNTY, OHIO, a political subdivision of the State (the "County"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

### **BACKGROUND:**

**WHEREAS**, the Issuer is authorized and empowered, by virtue of the laws of the State, including without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 4582, Ohio Revised Code, (collectively, the "Act"), among other things, to (a) issue its revenue obligations for the purpose of financing the costs of acquiring, constructing, equipping, installing or otherwise improving "port authority facilities", as defined in the Act; and (b) enter into one or more cooperative agreements or other arrangements with the County in connection with the same; and

**WHEREAS**, the County previously issued its approximately \$2,755,000 Various Purpose Special Assessment Bonds, Series 2008, dated on or about September 4, 2008 (the "Prior Bonds") to refund certain notes previously issued by the County to finance the construction of two roads intersecting Grandin Road, improvements to and along Grandin Road, related water and sewer improvements, and certain sewer improvements in the Caesar's Creek Sewer Improvement Area (collectively, the "Prior Bonds Project"), and the debt service of the Prior Bonds is paid, in part, by Special Assessment Payments; and

**WHEREAS**, pursuant to Resolution No. 2019-[ ] (the "Bond Legislation"), passed by the Board of Directors of the Issuer on February 25, 2019, the Issuer has determined that the Prior Bonds Project is within the meaning of a "port authority facility" as defined in Section 4582.21(E) of the Ohio Revised Code, and the Issuer has agreed to assist the County in refunding the outstanding portion of the Prior Bonds by issuing its Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund) Series 2019A (Series 2019A Warren County Special Assessment and Non-Tax Revenues Project), to be issued under the Ohio Communities Accelerator Fund Program pursuant to the Indenture and the Bond Legislation in the maximum aggregate amount of \$[1,780,000] (the "Bonds"); and

**WHEREAS**, the Issuer has entered into the Ohio Communities Accelerator Fund Trust Indenture dated as of June 1, 2018 (the "Basic Indenture"), between the Issuer and The Huntington National Bank, as trustee (the "Trustee"), and the Ninth Supplemental Trust Indenture (the "Series 2019A Supplemental Trust Indenture", and together with the Basic Indenture, as the same may be amended or supplemented from time to time, the "Indenture") with the Trustee relating to the Bonds; and

**WHEREAS**, the Issuer and the County each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

**NOW THEREFORE**, in consideration of the premises and the mutual representations and agreements herein contained, the Issuer and the County agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of the Special Assessment Payments and Non-Tax Revenues, and any obligation of the County to make other payments hereunder shall never constitute a general debt of the County or give rise to any pecuniary liability of the County but shall be payable solely from Special Assessment Payments and Non-Tax Revenues).

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## ARTICLE I

### DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms used herein shall have the meanings set forth in the Master List of Definitions attached hereto as Annex I unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Interpretation. Any reference herein to the Issuer, to the County, or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee, or the County under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

## ARTICLE II

### REPRESENTATIONS

Section 2.1 Representations and Covenants of the Issuer. The Issuer represents and covenants that:

(a) It is a body corporate and politic duly organized and validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Issuer in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by the Issuer of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Issuer, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Issuer is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The Bond Legislation has been duly adopted or passed, is in full force and effect, as amended, and is not subject to repeal by referendum.

Section 2.2 Representations and Covenants of the County. The County represents and covenants that:

(a) It is a political subdivision of the State, validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to enter into and carry out the transactions contemplated thereby. The execution, delivery and performance by the County of this Agreement

and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the County, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.3 Issuer Agreements Regarding Trust Indenture. The Issuer agrees that it shall not amend the Series 2019A Supplemental Trust Indenture without the written consent of the County. In addition, to the extent that the Series 2019A Supplemental Trust Indenture provides for funds to be paid to the County, the County shall be a third-party beneficiary of such provisions, with the right to receive such funds.

(End of Article II)

## ARTICLE III

### ISSUANCE OF THE BONDS

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement among the Issuer and the County), the Issuer and the County have determined to cooperate with each other in the undertaking and financing of the Series 2019A Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Issuer and the County to cooperate in the acquisition, construction, equipping, installing, improvement, development and financing of port authority facilities pursuant to the Act, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the parties hereto.

To the extent necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Issuer undertakes to exercise any power, perform any function and render any service, together with all powers necessary or incidental thereto, to the fullest extent that the Issuer is authorized under the applicable laws of the State, to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Issuer hereunder, to the extent, if any, necessary to the implementation of this Agreement and the financing of the Series 2019A Project in the manner set forth herein and in the Series 2019A Supplemental Trust Indenture, are undertaken by the Issuer pursuant to the Act.

Section 3.2 Issuance of the Bonds; Application of Bond Proceeds. To provide funds to finance a portion of the costs of the Series 2019A Project, pursuant to the Bond Legislation, the Issuer has, simultaneously with its execution and delivery of this Agreement, issued, sold and delivered the Bonds to the Original Purchaser pursuant to the Indenture in the aggregate principal amount, bearing interest, maturing and subject to redemption as set forth therein. The County approves the terms of the Bonds and the Indenture and agrees that in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the Indenture shall control the Bonds.

On May [\_\_\_], 2019, the effective date hereof, and in accordance with the Series 2019A Supplemental Trust Indenture, the County apply a portion of the proceeds of the Bonds to pay or cause to be paid any other amounts necessary to retire the Prior Bonds. The remaining proceeds of the Bonds shall be applied in accordance with the Series 2019A Supplemental Trust Indenture, including by means of a deposit of \$[178,000.00] into the Series 2019A PRF Account in the Primary Reserve Fund as and for the Bond Reserve Deposit.

(End of Article III)

## ARTICLE IV

### FINANCING PAYMENTS

Section 4.1 Financing Payments. Upon the terms and conditions of this Agreement, the Issuer will finance the Series 2019A Project, in part, by issuing the Bonds. All Financing Payments from the County to the Issuer shall be paid from Special Assessment Payments and Non-Tax Revenues. These Financing Payments shall be paid by the County to the Trustee (on behalf of the Issuer) by check, same day funds transfer, electronic means, or by other means acceptable to the County and the Issuer, at the Trustee's Designated Office for deposit in the Series 2019A Revenue Account to be held in trust and to be disbursed in accordance with the provisions of the Indenture.

The County hereby assigns to the Issuer all of its right, title and interest in and to the Special Assessment Payments received by the County to the extent necessary for Financing Payments as and when due. The County further shall transfer, set over, and pay the Special Assessment Payments to the Trustee in accordance with this Agreement.

The County hereby covenants and agrees to include in Financing Payments its Non-Tax Revenues to the extent of any Special Assessment Deficiency on a Financing Payment Date. The Auditor, the Board of Commissioners, and other officers and employees of the County shall take such actions as may be necessary or appropriate to effect such payment.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT DO NOT AND SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY.

The parties hereto each acknowledge that they have no interest in the Special Funds as defined in the Indenture and any moneys deposited in those Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

The County intends and reasonably believes that legally available funds can be obtained from time to time, in an amount sufficient to pay, to the extent required, the Financing Payments. Further, the County, through its Auditor, intends to do all things lawfully within each such officer's power to obtain and maintain funds from which such payments can be made as and when required. Notwithstanding anything to the contrary herein, the obligations of the County under this Section 4.1 are expressly limited to the Special Assessment Payments and Non-Tax Revenues of the County and shall not constitute a general obligation or an indebtedness of the County within the meaning of the Constitution and laws of the State.

Section 4.2 Assignment of Agreement and Revenue. To secure the payment of Bond Service Charges on the Bonds, the Issuer shall assign to the Trustee, by the Series 2019A Supplemental Trust Indenture, its rights under and interest in this Agreement (except for the Unassigned Issuer's Rights), and its rights to payment from the County of Special Assessment Payments, including the enforcement thereof and, as set forth in Section 9 of the Series 2019A

Supplemental Trust Indenture, shall covenant to pay to the Trustee, the Financing Payments as and when due. The County hereby agrees and consents to those assignments and agreements.

(End of Article IV)

## ARTICLE V

### ADDITIONAL AGREEMENTS AND COVENANTS

#### Section 5.1 Release of Liability by County.

(a) The County releases the Issuer and its respective officers, directors and employees, from, and agrees that the Issuer and its respective officers, directors and employees, shall not be liable to the County for claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the County on account of: (i) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds including, without limitation, any information furnished by the County for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer or the County; (ii) any action taken or omitted to be taken by the Issuer or the County pursuant to the terms of this Agreement, the Bonds, the Indenture, any other Transaction Document or any other related instrument or document at the request of or with the consent of the County, or any action taken or omitted to be taken by the Issuer at the request of or with the consent of the County; and (iii) any claim, action or proceeding brought with respect to any matter set forth in clause (i) or (ii) above, in each case provided that the Issuer has not acted with negligence or engaged in willful misconduct.

(b) The County agrees to release the Trustee from all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable outside legal fees ("Losses") that may be imposed on, incurred by or asserted against the County due to the Trustee following any instructions or other directions upon which the Trustee is authorized to rely pursuant to the terms of the respective Indenture, this Agreement or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, the County also agrees to release the Trustee from any and all Losses as a result of the County's action or inaction that may be imposed on, incurred by, or asserted against, the County in connection with or arising out of the Trustee's performance under the Agreement, the Indenture, or any other Transaction Document provided the Trustee has not acted with negligence or engaged in willful misconduct.

(c) In case any claim or demand is at any time made, or action or proceeding is brought, against the County in respect of which reimbursement may be sought hereunder, the Person seeking such reimbursement promptly shall give notice of that action or proceeding to the Issuer.

(d) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights of which the Issuer and the County may now or hereafter have against any other person.

(e) The provisions set forth above are intended to and shall include all affected officials, directors, officers, agents and employees of the Issuer, the County and the Trustee, respectively, and their successors and assigns. The provisions set forth above are

intended to and shall be enforceable thereby to the full extent permitted by law by the Issuer, the County and the Trustee and shall survive the termination of this Agreement.

Section 5.2 Litigation Notice; Management. The County shall give the Trustee and the Issuer prompt notice of any action, suit or proceeding by or against the County at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the County has notice, which relates to, challenges or could adversely affect the imposition, collection or pledge of Special Assessment Payments, or which, if adversely determined, would materially impair the right or ability of the County to carry on its governmental activities, or would adversely affect its ability to perform its respective obligations under the Transaction Documents, or would materially and adversely affect any of its activities, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the County in response thereto.

Section 5.3 Parties Not to Adversely Affect Exclusion from Gross Income of Interest on Bonds. The Issuer and the County each hereby represent that they have taken and caused to be taken, and covenant that they will take and cause to be taken, all actions that may be required of them, within their respective control, alone or in conjunction with each other, for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any actions that would adversely affect such exclusion under the provisions of the Code; provided that compliance with such covenant shall not require the Issuer or the County to expend their own funds, other than any moneys available under the Indenture for such purposes.

(End of Article V)



## ARTICLE VI

### REDEMPTION; DEFEASANCE

Section 6.1 Redemption of Bonds. Issuer has the exclusive right, at the direction of the County, to effect redemption of all or part of the then-outstanding Bonds on any available redemption date on which such redemption may be made under the applicable provisions of the Bonds and the Indenture, provided, however, that Issuer agrees and covenants with the County that it shall not effectuate any optional redemption of the Bonds without having deposited or caused to be deposited with the Trustee an amount of money sufficient to effectuate such redemption and pay all Required Bond Service Charges as a result of or arising from such redemption. Nothing herein is intended to or shall give the County or the Issuer any right to redeem Bonds except in accordance with the terms thereof and of the Indenture.

Section 6.2 Defeasance. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Bonds in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, and the County is not in default hereunder, then the Issuer shall direct the Trustee to transfer amounts sufficient to cause that redemption or defeasance in accordance with the Indenture. Upon the redemption or defeasance of all Bonds and the payment of all other amounts due under the Indenture, including but not limited to Administrative Expenses due and unpaid, either of the Issuer or the County shall be entitled to terminate this Agreement, except as provided in Section 8.1.

(End of Article VI)

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall be an Event of Default:

(a) The County shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the County by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the County institutes curative action within the applicable period and diligently pursues that action to completion;

(b) Any representation or warranty made by the County herein, or any statement made by the County in any report, certificate or financial statement, in the Transaction Documents or in any other instrument furnished in connection with this Agreement or in connection with the purchase of the Bonds shall at any time prove to have been materially false or misleading in any material respect when made or given; and

(c) The County shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, as in effect from time to time; (iii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) make an assignment for the benefit of creditors; or (v) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

Notwithstanding the foregoing, if, by reason of Force Majeure, the County is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (a) through (c) hereof, the County shall not be deemed in default during the continuance of such inability. However, the County shall promptly give notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2 Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Trustee may, subject to its right to be indemnified under the Indenture, exercise any or all or any combination of the remedies specified in the Indenture; or

(b) The Issuer and the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the County under this Agreement and any other Transaction Documents.

Notwithstanding the foregoing, the Issuer shall not be obligated to take any step (other than causing delivery of Financing Payments to the Trustee) which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond or agreement has been furnished to the Issuer, at no cost or expense to the Issuer. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Indenture.

Section 7.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the County or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the Issuer or the collection of sums due hereunder, the Issuer, to the extent permitted by law, is obligated to reimburse the County and the Trustee, as applicable, for the reasonable out-of-pocket expenses so incurred, provided that such expenses have resulted from an Event of Default resulting from the Issuer's obligations, and provided further that such amount has not been reimbursed as Administrative Expenses herein.

Section 7.5 No Waiver. No failure by any party hereto to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party hereto to observe or comply with any provision hereof.

Section 7.6 Notice of Default. The County shall notify the Trustee and the Issuer immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Original Purchaser thereof until the Bonds are paid in full (except for obligations under Section 5.1 and the obligations under Section 7.4 hereof, which shall survive any termination of this Agreement). Notwithstanding the foregoing, provided that the Bonds are no longer outstanding, and all other sums under this Agreement have been paid, the County and the Issuer may, by written instrument, agree to terminate this Agreement, except for the provisions of Section 5.1 and Section 7.4 hereof, provided that the Issuer and the County shall have complied with the provisions of Section 6.2.

Section 8.2 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or by recognized overnight delivery service, and addressed to the appropriate notice address identified below. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the County or the Trustee shall also be given to the others, provided that the County shall provide to the Trustee any notice it receives pursuant to the Transaction Documents promptly, but in any event not later than five (5) Business Days. The County, the Issuer, and the Trustee, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Issuer and the County contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer, the County, or each Legislative Authority in other than his or her official capacity, and neither the members of each Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer or the County contained in this Agreement or in the Indenture.

Section 8.4 Binding Effect; Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer and the County and their respective permitted successors and assigns; provided that this Agreement may not be assigned

by the County and may not be assigned by the Issuer except to the Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5 Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of the Indenture.

Section 8.6 Execution Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 8.7 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of the covenants, agreements, conditions and provisions hereof are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Trustee and the Holders of the Bonds, as provided herein.

Section 8.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 8.10 Business Day. If any date on which any party to this Agreement is required to act is not a Business Day, then such action need not be taken on that date, but may be made on the next succeeding Business Day on which the County or the Trustee is open for business with the same force and effect as if that action were taken when due.

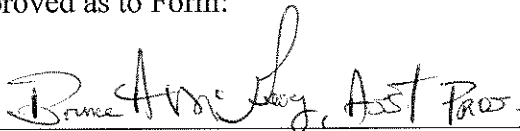
(End of Article VIII)

IN WITNESS WHEREOF, the Issuer, and the County have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

WARREN COUNTY, OHIO

By:   
~~Tom Grossman~~ Shannon Jones  
President, Board of Commissioners

Approved as to Form:

By:   
Warren County Prosecuting Attorney

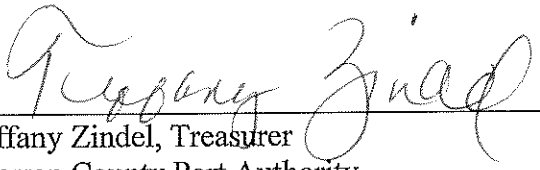
WARREN COUNTY PORT AUTHORITY

By:   
Martin Russell, Executive Director

[Signatures Continue on Following Page]

WARREN COUNTY PORT AUTHORITY  
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2019 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.

  
\_\_\_\_\_  
Tiffany Zindel, Treasurer  
Warren County Port Authority

Dated: May 1, 2019



COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2019 under the Agreement have been lawfully appropriated by the Board of County Commissioners of Warren County, Ohio for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Matt Nolan, County Auditor  
Warren County, Ohio

Dated: May 7, 2019

## ANNEX I TO COOPERATIVE AGREEMENT

### Master List of Definitions

“Act” means Sections 4582.21 through 4582.59, Ohio Revised Code as enacted and amended pursuant to Section 13 of Article VIII of the Ohio Constitution.

“Administrative Expenses” means the fees, charges and reasonable expenses or charges of the Authority or the County, including, without limitation, the Annual Fee, any issuer of a letter or credit or other surety or financial guaranty for the Bonds, and any trustee, registrar, paying agent, authenticating agent, remarketing agent, continuing disclosure agent, consultant or other agent retained by the issuer of the Obligations or the trustee for the Bonds to perform any duty required of it by the documents authorizing the issuance of the Bonds, any other amounts (other than Bond Service Charges) required to be paid in connection with the servicing of the Bonds, and any other reasonable expenses, including legal fees, incurred by the Authority or the County to comply with its obligations under the Transaction Documents.

“Annual Fee” means the annual administrative fee of the Issuer equal to \$[ ] annually for so long as the Bonds remain outstanding.

“Annual Debt Service Requirements” means, with respect to any calendar year, the total Bond Service Charges required to be paid with respect to such calendar year.

“Authorized County Representative” means any member of the County’s Board of County Commissioners.

“Authorized Officer” means (i) with respect to the County, the Authorized County Representative, and (ii) with respect to the Issuer, the Issuer Executive.

“Basic Indenture” means the Ohio Communities Accelerator Fund Trust Indenture dated as of June 1, 2018, between the Issuer and the Trustee, as amended or supplemented from time to time.

“Bond Legislation” means Resolution No. 2019-[ ] of the Issuer adopted February 25, 2019, providing for the issuance of the Bonds and approving the Cooperative Agreement, the Series 2019A Supplemental Trust Indenture and related matters and including the Certificate of Award executed and delivered pursuant thereto, as amended or supplemented from time to time.

“Bonds” or “Series 2019A Bonds” means the \$[1,780,000] Warren County Port Authority Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund) Series 2019A (Series 2019A Warren County Special Assessment and Non-Tax Revenues Project).

“Bond Service Charges” means, for any period or payable at any time, the principal of, premium, if any, and interest on the Bonds for that period or payable at that time whether due at maturity or on an Interest Payment Date, a Principal Payment Date, a Mandatory Redemption

Date, any other date of redemption of Bonds or any other date on which Bond Service Charges are due and payable.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in New York, New York are closed.

“Certificate of Award” means the certificate executed by the Issuer Executive or the Fiscal Officer of the Issuer pursuant to the Issuer’s Resolution No. 2019-[\_\_\_\_].

“Cooperative Agreement” means the Cooperative Agreement dated as of [May 1], 2019 between the Issuer and the County relating to the Series 2019A Project, and to which this Annex I is attached, as amended or supplemented from time to time.

“Designated Office” means, in the case of the Trustee, the corporate trust office or offices of the Trustee designated from time to time by the Trustee to the Issuer to which notices are to be delivered hereunder and at which Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of the Person as shall be designated from time to time by such Person by notice delivered to the Trustee and the Issuer.

“Event of Default” means any of the events described as an Event of Default in Section 7.1 of the Cooperative Agreement.

“Financing Payments” means the Authority’s payments to the Trustee of all Bond Service Charges and Administrative Expenses pursuant to the Series 2019A Supplemental Trust Indenture.

“Financing Payment Date” means, with respect to the Series 2019A Bonds, each December 1 and June 1, beginning June 1, 2019, or any other date on which Financing Payments with respect to any Bond Service Charges on the Series 2019A Bonds shall be due and payable, whether at maturity, upon acceleration, call for redemption or otherwise, to the extent that a Financing Payment is required to be made on such date after taking into account any credit for which provision is made in Sections 8 and 9 of the Series 2019A Supplemental Trust Indenture.

“Force Majeure” shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; terrorist acts; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the Issuer or the County, provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

“Holder”, “Bondholder” or “Holder of a Bond” means the Person in whose name a Bond is registered on the Register.

“Indenture” means the Basic Indenture, together with the Series 2019A Supplemental Trust Indenture, as amended or supplemented from time to time.

“Interest Payment Date” means, with respect to the Bonds, June 1 and December 1 of each calendar year, beginning June 1, 2019.

“Issuer” and “Port Authority” means the Warren County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Issuer Executive” means the Executive Director of the Issuer, the Chair, the Vice Chair of the Legislative Authority of the Issuer or any person designated in writing by the Executive Director of the Issuer, the Chair, or the Vice Chair of the Legislative Authority of the Issuer to act in such capacity.

“Legislative Authority” means, with respect to the Issuer, the Board of Directors of the Issuer, and with respect to the County, the Board of County Commissioners.

“Mandatory Redemption Date” means each date for the mandatory sinking fund redemption of the Bonds under the Indenture.

“Non-Tax Revenue” means non-tax revenue of the County including, but not limited to, (i) fines and forfeitures; (ii) fees imposed from licenses and permits; (iii) investment earnings on any fund or account of the County, including the County’s General Fund, that are credited to the County’s General Fund; (iv) proceeds from the sale of assets; (v) charges for services; and (vi) other revenues including, but not limited to, rental income, gifts, and donations and payments received as reimbursement.

“Notice Address” means:

- |     |                    |  |
|-----|--------------------|--|
| (a) | As to Issuer:      | Warren County Port Authority<br>406 Justice Drive, Suite 301<br>Lebanon, Ohio 45036<br>Attention: Executive Director                   |
| (b) | As to the County:  | Warren County, Ohio<br>406 Justice Drive<br>Lebanon, Ohio 45036<br>Attention: Board of County Commissioners                            |
| (c) | As to the Trustee: | The Huntington National Bank<br>525 Vine Street, 14th Floor<br>Cincinnati, Ohio 45202<br>Attention: Cheri Scott-Geraci, Vice President |

“Original Purchaser” means the person or persons designated as such in the Certificate of Award.

“Payment Date” means, as to the Bonds, June 1 and December 1 of each calendar year.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Principal Payment Date” means any date on which the principal of the Bonds payable, whether at maturity or upon redemption, and includes each December 1, commencing December 1, 2019.

“Required Bond Service Charges” means, with respect to a Payment Date, the aggregate of the Bond Service Charges then due and payable for the Bonds and all Bond Service Charges scheduled to be paid on the Bonds prior to the next succeeding Payment Date.

“Series 2019A Revenue Account” means the account designated as such and created in the Indenture.

“Series 2019A Project” means the issuance of the Series 2019A Bonds to refund certain outstanding obligations of the County, including the Prior Bonds, for interest cost savings and to pay related costs of issuance.

“Series 2019A Supplemental Trust Indenture” means the supplemental trust indenture, as amended or supplemented from time to time, between the Issuer and the Trustee, supplementing the Basic Indenture to provide for issuance of the Bonds.

“Special Assessment Deficiency” means, for any Financing Payment Date, the Bond Service Charges and Administrative Expenses that are then due, less amounts to be paid by the County for the applicable Financing Payment and representing Special Assessment Payments.

“Special Assessment Payments” means payments of special assessments imposed by the County on properties benefitted by the Prior Bonds Project.

“State” means the State of Ohio.

“Transaction Documents” means, collectively, the Cooperative Agreement and the Indenture.

“Trustee” means The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, in its capacity as trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean the successor Trustee.

“Trustee’s Designated Office” means, in the case of the Trustee, the corporate office or offices, of the Trustee designated from time to time by the Trustee to which notices are to be delivered and at which the Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other

office of that Person that shall be designated from time to time by such Person by notice delivered to the Trustee.

“Unassigned Issuer’s Rights” means all of the rights of the Issuer to receive Administrative Expenses incurred by or payable to the Issuer, the right to be held harmless, indemnified and reimbursed for reasonable attorney fees and expenses under the Cooperative Agreement or the Indenture and any other agreement made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Series 2019A Project, the right to consent to amendments of the Cooperative Agreement or the Indenture and any agreements, mortgage, lease, assignment or note made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Series 2019A Project, and any other Unassigned Issuer’s Rights as may be set forth in any of the foregoing or in the Indenture.

“Year” means the calendar year, unless otherwise specified.

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**COOPERATIVE AGREEMENT**

**BY AND BETWEEN**

**WARREN COUNTY PORT AUTHORITY**

**AND**

**WARREN COUNTY, OHIO**

**[\$1,785,000]**

Warren County Port Authority  
Special Obligation Revenue Bonds  
(Ohio Communities Accelerator Fund)  
Series 2019B

(Series 2019B Warren County Special Assessment and Non-Tax Revenues Project)

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**DATED AS OF [MAY 1], 2019**

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ANNEX I      Master List of Definitions

## COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT made and entered into as of [May 1], 2019, by and between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the “Issuer”) and WARREN COUNTY, OHIO, a political subdivision of the State (the “County”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

### BACKGROUND:

**WHEREAS**, the Issuer is authorized and empowered, by virtue of the laws of the State, including without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 4582, Ohio Revised Code, (collectively, the “Act”), among other things, to (a) issue its revenue obligations for the purpose of financing the costs of acquiring, constructing, equipping, installing or otherwise improving “port authority facilities”, as defined in the Act; and (b) enter into one or more cooperative agreements or other arrangements with the County in connection with the same; and

**WHEREAS**, the County previously issued its (i) approximately \$2,320,000 Various Purpose Special Assessment Bonds, Series 2001, dated on or about October 1, 2001, to finance the construction of various water and sewer line extension projects; (ii) approximately \$1,525,000 Road Improvement Special Assessment Bonds, Series 2002, dated on or about October 1, 2002, to retire certain notes previously issued by the County to finance the construction of various improvements to Striker Road; (iii) approximately \$2,635,000 Various Purpose Special Assessment Bonds, Series 2003, dated on or about September 1, 2003, to finance the construction of water main improvements in the Mason-Montgomery Road Water Improvement Area and the State Route 741 Water Improvement Area, and extension of sanitary sewers in the Hunter Area of Dick’s Creek Sewer Improvement Area; and (iv) approximately \$560,000 Various Purpose Special Assessment Bonds, Series 2007, dated on or about October 11, 2007, to pay the costs of the Bartels Road Water Line and the Bushnell Hill Road Portion (collectively, the “Prior Bonds”, the issuance of which will be referred to herein as the “Prior Bonds Project”), and the debt service of the Prior Bonds is paid, in part, by Special Assessment Payments; and

**WHEREAS**, pursuant to Resolution No. 2019-[\_\_\_] (the “Bond Legislation”), passed by the Board of Directors of the Issuer on February 25, 2019, the Issuer has determined that the Prior Bonds Project is within the meaning of a “port authority facility” as defined in Section 4582.21(E) of the Ohio Revised Code, and the Issuer has agreed to assist the County in refunding the outstanding portion of the Prior Bonds by issuing its Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund) Series 2019B (Series 2019B Warren County Special Assessment and Non-Tax Revenues Project), to be issued under the Ohio Communities Accelerator Fund Program pursuant to the Indenture and the Bond Legislation in the maximum aggregate amount of \$[1,785,000] (the “Bonds”); and

**WHEREAS**, the Issuer has entered into the Ohio Communities Accelerator Fund Trust Indenture dated as of June 1, 2018 (the “Basic Indenture”), between the Issuer and The

Huntington National Bank, as trustee (the "Trustee"), and the Tenth Supplemental Trust Indenture (the "Series 2019B Supplemental Trust Indenture", and together with the Basic Indenture, as the same may be amended or supplemented from time to time, the "Indenture") with the Trustee relating to the Bonds; and

**WHEREAS**, the Issuer and the County each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

**NOW THEREFORE**, in consideration of the premises and the mutual representations and agreements herein contained, the Issuer and the County agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of the Special Assessment Payments and Non-Tax Revenues, and any obligation of the County to make other payments hereunder shall never constitute a general debt of the County or give rise to any pecuniary liability of the County but shall be payable solely from Special Assessment Payments and Non-Tax Revenues).

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## ARTICLE I

### DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms used herein shall have the meanings set forth in the Master List of Definitions attached hereto as Annex I unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Interpretation. Any reference herein to the Issuer, to the County, or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee, or the County under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

## ARTICLE II

### REPRESENTATIONS

Section 2.1 Representations and Covenants of the Issuer. The Issuer represents and covenants that:

(a) It is a body corporate and politic duly organized and validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Issuer in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by the Issuer of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Issuer, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Issuer is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The Bond Legislation has been duly adopted or passed, is in full force and effect, as amended, and is not subject to repeal by referendum.

Section 2.2 Representations and Covenants of the County. The County represents and covenants that:

(a) It is a political subdivision of the State, validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to enter into and carry out the transactions contemplated thereby. The execution, delivery and performance by the County of this Agreement

and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the County, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.3 Issuer Agreements Regarding Trust Indenture. The Issuer agrees that it shall not amend the Series 2019B Supplemental Trust Indenture without the written consent of the County. In addition, to the extent that the Series 2019B Supplemental Trust Indenture provides for funds to be paid to the County, the County shall be a third-party beneficiary of such provisions, with the right to receive such funds.

(End of Article II)

## ARTICLE III

### ISSUANCE OF THE BONDS

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement among the Issuer and the County), the Issuer and the County have determined to cooperate with each other in the undertaking and financing of the Series 2019B Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Issuer and the County to cooperate in the acquisition, construction, equipping, installing, improvement, development and financing of port authority facilities pursuant to the Act, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the parties hereto.

To the extent necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Issuer undertakes to exercise any power, perform any function and render any service, together with all powers necessary or incidental thereto, to the fullest extent that the Issuer is authorized under the applicable laws of the State, to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Issuer hereunder, to the extent, if any, necessary to the implementation of this Agreement and the financing of the Series 2019B Project in the manner set forth herein and in the Series 2019B Supplemental Trust Indenture, are undertaken by the Issuer pursuant to the Act.

Section 3.2 Issuance of the Bonds; Application of Bond Proceeds. To provide funds to finance a portion of the costs of the Series 2019B Project, pursuant to the Bond Legislation, the Issuer has, simultaneously with its execution and delivery of this Agreement, issued, sold and delivered the Bonds to the Original Purchaser pursuant to the Indenture in the aggregate principal amount, bearing interest, maturing and subject to redemption as set forth therein. The County approves the terms of the Bonds and the Indenture and agrees that in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the Indenture shall control the Bonds.

On May \_\_, 2019, the effective date hereof, and in accordance with the Series 2019B Supplemental Trust Indenture, the County shall apply a portion of the proceeds of the Bonds to pay or cause to be paid any other amounts necessary to retire the Prior Bonds. The remaining proceeds of the Bonds shall be applied in accordance with the Series 2019B Supplemental Trust Indenture, including by means of a deposit of \$[178,500.00] into the Series 2019B PRF Account in the Primary Reserve Fund as and for the Bond Reserve Deposit.

(End of Article III)

## ARTICLE IV

### FINANCING PAYMENTS

Section 4.1 Financing Payments. Upon the terms and conditions of this Agreement, the Issuer will finance the Series 2019B Project, in part, by issuing the Bonds. All Financing Payments from the County to the Issuer shall be paid from Special Assessment Payments and Non-Tax Revenues. These Financing Payments shall be paid by the County to the Trustee (on behalf of the Issuer) by check, same day funds transfer, electronic means, or by other means acceptable to the County and the Issuer, at the Trustee's Designated Office for deposit in the Series 2019B Revenue Account to be held in trust and to be disbursed in accordance with the provisions of the Indenture.

The County hereby assigns to the Issuer all of its right, title and interest in and to the Special Assessment Payments received by the County to the extent necessary for Financing Payments as and when due. The County further shall transfer, set over, and pay the Special Assessment Payments to the Trustee in accordance with this Agreement.

The County hereby covenants and agrees to include in Financing Payments its Non-Tax Revenues to the extent of any Special Assessment Deficiency on a Financing Payment Date. The Auditor, the Board of Commissioners, and other officers and employees of the County shall take such actions as may be necessary or appropriate to effect such payment.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT DO NOT AND SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY.

The parties hereto each acknowledge that they have no interest in the Special Funds as defined in the Indenture and any moneys deposited in those Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

The County intends and reasonably believes that legally available funds can be obtained from time to time, in an amount sufficient to pay, to the extent required, the Financing Payments. Further, the County, through its Auditor, intends to do all things lawfully within each such officer's power to obtain and maintain funds from which such payments can be made as and when required. Notwithstanding anything to the contrary herein, the obligations of the County under this Section 4.1 are expressly limited to the Special Assessment Payments and Non-Tax Revenues of the County and shall not constitute a general obligation or an indebtedness of the County within the meaning of the Constitution and laws of the State.

Section 4.2 Assignment of Agreement and Revenue. To secure the payment of Bond Service Charges on the Bonds, the Issuer shall assign to the Trustee, by the Series 2019B Supplemental Trust Indenture, its rights under and interest in this Agreement (except for the Unassigned Issuer's Rights), and its rights to payment from the County of Special Assessment Payments, including the enforcement thereof and, as set forth in Section 9 of the Series 2019B



Supplemental Trust Indenture, shall covenant to pay to the Trustee, the Financing Payments as and when due. The County hereby agrees and consents to those assignments and agreements.

(End of Article IV)

## ARTICLE V

### ADDITIONAL AGREEMENTS AND COVENANTS

#### Section 5.1 Release of Liability by County.

(a) The County releases the Issuer and its respective officers, directors and employees, from, and agrees that the Issuer and its respective officers, directors and employees, shall not be liable to the County for claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the County on account of: (i) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds including, without limitation, any information furnished by the County for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer or the County; (ii) any action taken or omitted to be taken by the Issuer or the County pursuant to the terms of this Agreement, the Bonds, the Indenture, any other Transaction Document or any other related instrument or document at the request of or with the consent of the County, or any action taken or omitted to be taken by the Issuer at the request of or with the consent of the County; and (iii) any claim, action or proceeding brought with respect to any matter set forth in clause (i) or (ii) above, in each case provided that the Issuer has not acted with negligence or engaged in willful misconduct.

(b) The County agrees to release the Trustee from all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable outside legal fees ("Losses") that may be imposed on, incurred by or asserted against the County due to the Trustee following any instructions or other directions upon which the Trustee is authorized to rely pursuant to the terms of the respective Indenture, this Agreement or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, the County also agrees to release the Trustee from any and all Losses as a result of the County's action or inaction that may be imposed on, incurred by, or asserted against, the County in connection with or arising out of the Trustee's performance under the Agreement, the Indenture, or any other Transaction Document provided the Trustee has not acted with negligence or engaged in willful misconduct.

(c) In case any claim or demand is at any time made, or action or proceeding is brought, against the County in respect of which reimbursement may be sought hereunder, the Person seeking such reimbursement promptly shall give notice of that action or proceeding to the Issuer.

(d) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights of which the Issuer and the County may now or hereafter have against any other person.

(e) The provisions set forth above are intended to and shall include all affected officials, directors, officers, agents and employees of the Issuer, the County and the Trustee, respectively, and their successors and assigns. The provisions set forth above are

intended to and shall be enforceable thereby to the full extent permitted by law by the Issuer, the County and the Trustee and shall survive the termination of this Agreement.

Section 5.2 Litigation Notice; Management. The County shall give the Trustee and the Issuer prompt notice of any action, suit or proceeding by or against the County at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the County has notice, which relates to, challenges or could adversely affect the imposition, collection or pledge of Special Assessment Payments, or which, if adversely determined, would materially impair the right or ability of the County to carry on its governmental activities, or would adversely affect its ability to perform its respective obligations under the Transaction Documents, or would materially and adversely affect any of its activities, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the County in response thereto.

Section 5.3 Parties Not to Adversely Affect Exclusion from Gross Income of Interest on Bonds. The Issuer and the County each hereby represent that they have taken and caused to be taken, and covenant that they will take and cause to be taken, all actions that may be required of them, within their respective control, alone or in conjunction with each other, for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any actions that would adversely affect such exclusion under the provisions of the Code; provided that compliance with such covenant shall not require the Issuer or the County to expend their own funds, other than any moneys available under the Indenture for such purposes.

(End of Article V)

## ARTICLE VI

### REDEMPTION; DEFEASANCE

Section 6.1 Redemption of Bonds. Issuer has the exclusive right, at the direction of the County, to effect redemption of all or part of the then-outstanding Bonds on any available redemption date on which such redemption may be made under the applicable provisions of the Bonds and the Indenture, provided, however, that Issuer agrees and covenants with the County that it shall not effectuate any optional redemption of the Bonds without having deposited or caused to be deposited with the Trustee an amount of money sufficient to effectuate such redemption and pay all Required Bond Service Charges as a result of or arising from such redemption. Nothing herein is intended to or shall give the County or the Issuer any right to redeem Bonds except in accordance with the terms thereof and of the Indenture.

Section 6.2 Defeasance. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Bonds in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, and the County is not in default hereunder, then the Issuer shall direct the Trustee to transfer amounts sufficient to cause that redemption or defeasance in accordance with the Indenture. Upon the redemption or defeasance of all Bonds and the payment of all other amounts due under the Indenture, including but not limited to Administrative Expenses due and unpaid, either of the Issuer or the County shall be entitled to terminate this Agreement, except as provided in Section 8.1.

(End of Article VI)

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall be an Event of Default:

(a) The County shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the County by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the County institutes curative action within the applicable period and diligently pursues that action to completion;

(b) Any representation or warranty made by the County herein, or any statement made by the County in any report, certificate or financial statement, in the Transaction Documents or in any other instrument furnished in connection with this Agreement or in connection with the purchase of the Bonds shall at any time prove to have been materially false or misleading in any material respect when made or given; and

(c) The County shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, as in effect from time to time; (iii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) make an assignment for the benefit of creditors; or (v) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

Notwithstanding the foregoing, if, by reason of Force Majeure, the County is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (a) through (c) hereof, the County shall not be deemed in default during the continuance of such inability. However, the County shall promptly give notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2 Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Trustee may, subject to its right to be indemnified under the Indenture, exercise any or all or any combination of the remedies specified in the Indenture; or

(b) The Issuer and the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the County under this Agreement and any other Transaction Documents.

Notwithstanding the foregoing, the Issuer shall not be obligated to take any step (other than causing delivery of Financing Payments to the Trustee) which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond or agreement has been furnished to the Issuer, at no cost or expense to the Issuer. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Indenture.

Section 7.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the County or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the Issuer or the collection of sums due hereunder, the Issuer, to the extent permitted by law, is obligated to reimburse the County and the Trustee, as applicable, for the reasonable out-of-pocket expenses so incurred, provided that such expenses have resulted from an Event of Default resulting from the Issuer's obligations, and provided further that such amount has not been reimbursed as Administrative Expenses herein.

Section 7.5 No Waiver. No failure by any party hereto to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party hereto to observe or comply with any provision hereof.

Section 7.6 Notice of Default. The County shall notify the Trustee and the Issuer immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Original Purchaser thereof until the Bonds are paid in full (except for obligations under Section 5.1 and the obligations under Section 7.4 hereof, which shall survive any termination of this Agreement). Notwithstanding the foregoing, provided that the Bonds are no longer outstanding, and all other sums under this Agreement have been paid, the County and the Issuer may, by written instrument, agree to terminate this Agreement, except for the provisions of Section 5.1 and Section 7.4 hereof, provided that the Issuer and the County shall have complied with the provisions of Section 6.2.

Section 8.2 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or by recognized overnight delivery service, and addressed to the appropriate notice address identified below. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the County or the Trustee shall also be given to the others, provided that the County shall provide to the Trustee any notice it receives pursuant to the Transaction Documents promptly, but in any event not later than five (5) Business Days. The County, the Issuer, and the Trustee, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Issuer and the County contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer, the County, or each Legislative Authority in other than his or her official capacity, and neither the members of each Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer or the County contained in this Agreement or in the Indenture.

Section 8.4 Binding Effect; Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer and the County and their respective permitted successors and assigns; provided that this Agreement may not be assigned

by the County and may not be assigned by the Issuer except to the Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5 Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of the Indenture.

Section 8.6 Execution Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 8.7 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of the covenants, agreements, conditions and provisions hereof are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Trustee and the Holders of the Bonds, as provided herein.

Section 8.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 8.10 Business Day. If any date on which any party to this Agreement is required to act is not a Business Day, then such action need not be taken on that date, but may be made on the next succeeding Business Day on which the County or the Trustee is open for business with the same force and effect as if that action were taken when due.



(End of Article VIII)

IN WITNESS WHEREOF, the Issuer, and the County have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

WARREN COUNTY, OHIO

Approved as to Form:

By: Bruce Anne Leary, Asst. Pros.  
Warren County Prosecuting Attorney

By: Shannon Jones  
~~Tom Crossman~~ Shannon Jones  
President, Board of Commissioners

WARREN COUNTY PORT AUTHORITY

By: Martin Russell  
Martin Russell, Executive Director

[Signatures Continue on Following Page]

WARREN COUNTY PORT AUTHORITY  
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2019 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.

  
\_\_\_\_\_  
Tiffany Zindel, Treasurer  
Warren County Port Authority

Dated: May 7, 2019

COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2019 under the Agreement have been lawfully appropriated by the Board of County Commissioners of Warren County, Ohio for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



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Matt Nolan, County Auditor  
Warren County, Ohio

Dated: May 7, 2019

## ANNEX I TO COOPERATIVE AGREEMENT

### Master List of Definitions

“Act” means Sections 4582.21 through 4582.59, Ohio Revised Code as enacted and amended pursuant to Section 13 of Article VIII of the Ohio Constitution.

“Administrative Expenses” means the fees, charges and reasonable expenses or charges of the Authority or the County, including, without limitation, the Annual Fee, any issuer of a letter or credit or other surety or financial guaranty for the Bonds, and any trustee, registrar, paying agent, authenticating agent, remarketing agent, continuing disclosure agent, consultant or other agent retained by the issuer of the Obligations or the trustee for the Bonds to perform any duty required of it by the documents authorizing the issuance of the Bonds, any other amounts (other than Bond Service Charges) required to be paid in connection with the servicing of the Bonds, and any other reasonable expenses, including legal fees, incurred by the Authority or the County to comply with its obligations under the Transaction Documents.

“Annual Fee” means the annual administrative fee of the Issuer equal to \$[ ] annually for so long as the Bonds remain outstanding.

“Annual Debt Service Requirements” means, with respect to any calendar year, the total Bond Service Charges required to be paid with respect to such calendar year.

“Authorized County Representative” means any member of the County’s Board of County Commissioners.

“Authorized Officer” means (i) with respect to the County, the Authorized County Representative, and (ii) with respect to the Issuer, the Issuer Executive.

“Basic Indenture” means the Ohio Communities Accelerator Fund Trust Indenture dated as of June 1, 2018, between the Issuer and the Trustee, as amended or supplemented from time to time.

“Bond Legislation” means Resolution No. 2019-[ ] of the Issuer adopted February 25, 2019, providing for the issuance of the Bonds and approving the Cooperative Agreement, the Series 2019B Supplemental Trust Indenture and related matters and including the Certificate of Award executed and delivered pursuant thereto, as amended or supplemented from time to time.

“Bonds” or “Series 2019B Bonds” means the \$[1,785,000] Warren County Port Authority Special Obligation Revenue Bonds (Ohio Communities Accelerator Fund) Series 2019B (Series 2019B Warren County Special Assessment and Non-Tax Revenues Project).

“Bond Service Charges” means, for any period or payable at any time, the principal of, premium, if any, and interest on the Bonds for that period or payable at that time whether due at maturity or on an Interest Payment Date, a Principal Payment Date, a Mandatory Redemption

Date, any other date of redemption of Bonds or any other date on which Bond Service Charges are due and payable.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in New York, New York are closed.

“Certificate of Award” means the certificate executed by the Issuer Executive or the Fiscal Officer of the Issuer pursuant to the Issuer’s Resolution No. 2019-[\_\_\_\_].

“Cooperative Agreement” means the Cooperative Agreement dated as of [May 1, 2019] between the Issuer and the County relating to the Series 2019B Project, and to which this Annex I is attached, as amended or supplemented from time to time.

“Designated Office” means, in the case of the Trustee, the corporate trust office or offices of the Trustee designated from time to time by the Trustee to the Issuer to which notices are to be delivered hereunder and at which Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of the Person as shall be designated from time to time by such Person by notice delivered to the Trustee and the Issuer.

“Event of Default” means any of the events described as an Event of Default in Section 7.1 of the Cooperative Agreement.

“Financing Payments” means the Authority’s payments to the Trustee of all Bond Service Charges and Administrative Expenses pursuant to the Series 2019B Supplemental Trust Indenture.

“Financing Payment Date” means, with respect to the Series 2019B Bonds, each December 1 and June 1, beginning June 1, 2019, or any other date on which Financing Payments with respect to any Bond Service Charges on the Series 2019B Bonds shall be due and payable, whether at maturity, upon acceleration, call for redemption or otherwise, to the extent that a Financing Payment is required to be made on such date after taking into account any credit for which provision is made in Sections 8 and 9 of the Series 2019B Supplemental Trust Indenture.

“Force Majeure” shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; terrorist acts; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the Issuer or the County, provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

“Holder”, “Bondholder” or “Holder of a Bond” means the Person in whose name a Bond is registered on the Register.

“Indenture” means the Basic Indenture, together with the Series 2019B Supplemental Trust Indenture, as amended or supplemented from time to time.

“Interest Payment Date” means, with respect to the Bonds, June 1 and December 1 of each calendar year, beginning June 1, 2019.

“Issuer” and “Port Authority” means the Warren County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Issuer Executive” means the Executive Director of the Issuer, the Chair, the Vice Chair of the Legislative Authority of the Issuer or any person designated in writing by the Executive Director of the Issuer, the Chair, or the Vice Chair of the Legislative Authority of the Issuer to act in such capacity.

“Legislative Authority” means, with respect to the Issuer, the Board of Directors of the Issuer, and with respect to the County, the Board of County Commissioners.

“Mandatory Redemption Date” means each date for the mandatory sinking fund redemption of the Bonds under the Indenture.

“Non-Tax Revenue” means non-tax revenue of the County including, but not limited to, (i) fines and forfeitures; (ii) fees imposed from licenses and permits; (iii) investment earnings on any fund or account of the County, including the County’s General Fund, that are credited to the County’s General Fund; (iv) proceeds from the sale of assets; (v) charges for services; and (vi) other revenues including, but not limited to, rental income, gifts, and donations and payments received as reimbursement.

“Notice Address” means:

- (a) As to Issuer: Warren County Port Authority  
406 Justice Drive, Suite 301  
Lebanon, Ohio 45036  
Attention: Executive Director
- (b) As to the County: Warren County, Ohio  
406 Justice Drive  
Lebanon, Ohio 45036  
Attention: Board of County Commissioners
- (c) As to the Trustee: The Huntington National Bank  
525 Vine Street, 14th Floor  
Cincinnati, Ohio 45202  
Attention: Cheri Scott-Geraci, Vice President

“Original Purchaser” means the person or persons designated as such in the Certificate of Award.

“Payment Date” means, as to the Bonds, June 1 and December 1 of each calendar year.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Principal Payment Date” means any date on which the principal of the Bonds payable, whether at maturity or upon redemption, and includes December 1, commencing December 1, 2019.

“Required Bond Service Charges” means, with respect to a Payment Date, the aggregate of the Bond Service Charges then due and payable for the Bonds and all Bond Service Charges scheduled to be paid on the Bonds prior to the next succeeding Payment Date.

“Series 2019B Revenue Account” means the account designated as such and created in the Indenture.

“Series 2019B Project” means the issuance of the Series 2019B Bonds to refund certain outstanding obligations of the County, including the Prior Bonds, for interest cost savings and to pay related costs of issuance.

“Series 2019B Supplemental Trust Indenture” means the supplemental trust indenture, as amended or supplemented from time to time, between the Issuer and the Trustee, supplementing the Basic Indenture to provide for issuance of the Bonds.

“Special Assessment Deficiency” means, for any Financing Payment Date, the Bond Service Charges and Administrative Expenses that are then due, less amounts to be paid by the County for the applicable Financing Payment and representing Special Assessment Payments.

“Special Assessment Payments” means payments of special assessments imposed by the County on properties benefitted by the Prior Bonds Project.

“State” means the State of Ohio.

“Transaction Documents” means, collectively, the Cooperative Agreement and the Indenture.

“Trustee” means The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, in its capacity as trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean the successor Trustee.

“Trustee’s Designated Office” means, in the case of the Trustee, the corporate office or offices, of the Trustee designated from time to time by the Trustee to which notices are to be delivered and at which the Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other



office of that Person that shall be designated from time to time by such Person by notice delivered to the Trustee.

“Unassigned Issuer’s Rights” means all of the rights of the Issuer to receive Administrative Expenses incurred by or payable to the Issuer, the right to be held harmless, indemnified and reimbursed for reasonable attorney fees and expenses under the Cooperative Agreement or the Indenture and any other agreement made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Series 2019B Project, the right to consent to amendments of the Cooperative Agreement or the Indenture and any agreements, mortgage, lease, assignment or note made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Series 2019B Project, and any other Unassigned Issuer’s Rights as may be set forth in any of the foregoing or in the Indenture.

“Year” means the calendar year, unless otherwise specified.

# Resolution

Number 19-0545

Adopted Date May 07, 2019

WAIVE PERMIT FEES ASSOCIATED WITH THE BUTTERFLY WALK FOR CANCERFREE KIDS EVENT IN DEERFIELD TOWNSHIP

BE IT RESOLVED, to waive the permit fees associated with the Butterfly Walk for CancerFree Kids event planned in Deerfield Township; and

BE IT FURTHER RESOLVED, that the CancerFree Kids Pediatric Cancer Research Alliance be responsible for any surcharge that may be required by the State of Ohio.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)  
Amy Paribello, Event Coordinator ([butterflywalk@sbcglobal.net](mailto:butterflywalk@sbcglobal.net))

# Resolution

Number 19-0546

Adopted Date May 07, 2019

APPROVE AND SIGN THE SUBMISSION OF SF-424, ASSURANCES AND CERTIFICATIONS AS THEY RELATE TO THE WARREN COUNTY 2019-2023 CONSOLIDATED PLAN AND FISCAL YEAR 2019 ANNUAL ACTION PLAN

WHEREAS, to be eligible to apply for Community Development Block Grant (CDBG) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an SF-424, Assurances and Certifications as they relate to the Five-Year Consolidated Plan and an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plans as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the SF-424, Assurances and Certifications as they relate to the Warren County 2019-2023 Consolidated Plan and the Fiscal Year 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development; and

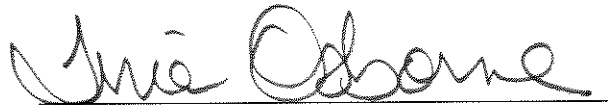
BE IT FURTHER RESOLVED, to authorize the President and/or Vice-President of this Board to sign documents relative thereto.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)  
HUD

Application for Federal Assistance SF-424	
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____	
<b>* 3. Date Received:</b> 05/02/2019	<b>4. Applicant Identifier:</b> B19UC390009
<b>5a. Federal Entity Identifier:</b> 14.218	<b>5b. Federal Award Identifier:</b> _____
<b>State Use Only:</b>	
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____
<b>8. APPLICANT INFORMATION:</b>	
<b>* a. Legal Name:</b> Warren County Board of Commissioners	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 31-60000-58	<b>* c. Organizational DUNS:</b> 7843276080000
<b>d. Address:</b>	
<b>* Street1:</b> 406 Justice Drive	_____
<b>Street2:</b>	_____
<b>* City:</b> Lebanon	_____
<b>County/Parish:</b>	_____
<b>* State:</b> OH: Ohio	_____
<b>Province:</b>	_____
<b>* Country:</b> USA: UNITED STATES	_____
<b>* Zip / Postal Code:</b> 45036-2385	_____
<b>e. Organizational Unit:</b>	
<b>Department Name:</b> Warren County Grants Administr	<b>Division Name:</b> _____
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
<b>Prefix:</b> _____	<b>* First Name:</b> Susanne
<b>Middle Name:</b> _____	_____
<b>* Last Name:</b> Mason	_____
<b>Suffix:</b> _____	_____
<b>Title:</b> _____	
<b>Organizational Affiliation:</b> _____	
<b>* Telephone Number:</b> 513-695-1210	<b>Fax Number:</b> _____
<b>* Email:</b> masosu@co.warren.oh.us	

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US Department of HUD

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:**

14.218

\* Title:

CDBG Entitlement Grant

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG funds for infrastructure, aid to homeless and to remove architectural barriers to ADA compliance.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="733,903.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="733,903.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President, WC BOCC
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	



## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing-** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan-**It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

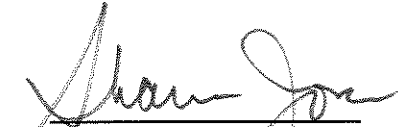
**Anti-Lobbying-**To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction-**The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan--** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 -**It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

  
Signature/Authorized Official

5/7/19  
Date

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** - Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan**-It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** - It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program years(s) \_\_\_\_\_, \_\_\_\_\_ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force**-It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance with Anti-discrimination laws** - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** – It will comply with applicable laws.

Sharon Jones      5/7/19  
Signature/Authorized/Official      Date

President  
Title

Specific HOME Certifications - NA

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** – If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** - it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** - before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** - If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** - In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** - Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** - The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** - The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** - The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** - To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** - All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** - The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

HOPWA Certifications NA

The HOPWA grantee certifies that:

Activities — Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building — Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



# Resolution

Number 19-0547

Adopted Date May 07, 2019

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH TRITON SERVICES, INC.  
FOR THE FY18 VILLAGE OF MAINEVILLE ADA RESTROOM CDBG PROJECT

WHEREAS, this Board on March 19, 2019 entered into a contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project; and

WHEREAS, additional beams will be required to complete said project; and

WHEREAS, a Change Order and Purchase Order are necessary in order to accommodate said change; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 2 to the Contract with Triton Services, Inc, increasing Purchase Order No. 19000336 by \$1,092.50 and creating a new Contract and Purchase Order price in the amount of \$81,282.50.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 2 of the Contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
C/A—Triton Services, Inc  
OGA (file)



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

**CHANGE ORDER**  
**PO # 19000336**

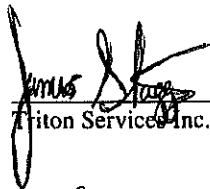
Change Order Number 2  
 Project Name: FY18 Maineville ADA Restroom CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1	New Beams, see attached	\$1,092.50	
2			
3			
4			
5			
Sums of the ADDITIONS and DELETIONS		\$1,092.50	

Attachments: Attachment A - Tabulation sheet from bid

Original contract price \$78,440.00  
 Current contract price adjusted by previous change orders \$80,190.00  
 The Contract price due to this change order will be increased/decreased- by \$ 1,092.50  
 The New contract price including this change order will be \$ \$ 81,282.50  
 The contract time will be increased by 0 calendar days.  
 The date for completion of work will be unchanged.


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

  
 James D. Stacey  
 Triton Services Inc.

4-17-19

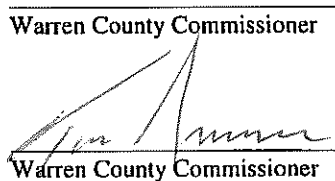
  
 Shannon Jo  
 Warren County Commissioner

5/7/19  
 Date

  
 S. Maxon  
 Warren County Grants Administration

4-17-19

Date

  
 Shannon Jo  
 Warren County Commissioner

5/7/19  
 Date

## ESTIMATE RECAP

Maineville ADA Restroom			DATE: 4/117/19	C.O.#	2
Job Number: 183613		Extras			
DESCRIPTION OF COSTS	LABOR			MATERIAL COSTS	
	mh's	rate	cost		
1. Equipment					
2. Material			\$ 95.00		
3. Expendables *	~	~	~		
4. Equip./tool rentals*	~	~	~		
5. Drafting/ sketching			\$ -		
6. Demo prep for new	4	\$50.00	\$ 200.00		
7. PM	1	\$65.00	\$ 65.00		
8. Build new beams	10	\$50.00	\$ 500.00		
9. Warranty	~	~			
10. Start-up / Testing			\$ -		
11. Trucking	2	\$45.00	\$ 90.00		
12. Parking / Travel	~	~	\$ -		
<b>13. Subtotal</b>	17 mh's		\$ 950.00	\$ -	
14. Total Labor & Material:				\$ 950.00	
15. Subcontracts: Saw Cutting					
16					
17 Add Beams where walls were removed					
18 To support bearing sub floor above					
19					
20					
<b>21. Overhead:</b>	Profit 5%	Overhead 10%		\$ 142.50	
				\$ 1,092.50	

# Resolution

Number 19-0548

Adopted Date May 07, 2019

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY TRANSIT ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Transit on behalf of Warren County Department of Human Services beginning July 1, 2019 and ending June 30, 2020; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
TRANSPORTATION CONTRACT  
WITH  
THE WARREN COUNTY TRANSIT SERVICES**

This Vendor Contract is made and entered into this 7 day of May, 2019 by the Warren County Board of County Commissioners on behalf of the Warren County Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street and the Warren County Transit Services, hereafter known as "WCTS", with offices located at 406 Justice Drive, Lebanon, Ohio.

Pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the County Department of Human Services is authorized to execute vendor agreements with a provider of transportation services that have followed procurement regulations to obtain that service for the County.

Each county department of human services is required to implement a "Community Non-Emergency Transportation (NET) Plan. It is a statewide program administered by the WCDJFS to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who are providing Medicaid covered service(s) defined as reimbursable service(s) in accordance with Chapters 5160-1 of the Ohio Administrative Code. NET is the provision of transport that also requires the use of the most cost-effective mode(s) of transportation that addresses the consumer's medical condition and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-24-03 of the Administrative Code, unless specific service is not available within the community.

In accordance with Title IV-A, Federal regulations, State law and the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, WCDJFS shall establish and administer a work activity program to include the activities established under Section 5107.50, 5107.52 and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community service activities, vocational educational training activities, jobs skill training and educational activities for minor heads of household and adults participating in Ohio Works First (OWF) Program. WCDJFS is required to provide support services necessary for the participants to attend the work activity assignment with needed services specified in the employability plan, including transportation to and from the required activity as well as transportation to get child/ren to and from day care as needed. WCDJFS provides free transit tickets to the participants for the required transportation purposes.

In accordance with 5101:4-3-32 of the Ohio Administrative Code WCDJFS is responsible for arranging or providing necessary supportive services for individuals receiving Food Assistance Benefits who are required to participate in the Food Assistance Employment and Training Program (FAET). WCDJFS will provide transportation services through Warren County Transit for those participants who are required to attend a work activity assignment under the FAET program.

In accordance with 5101:2-25-01 of the Ohio Administrative Code under Title XX WCDJFS can arrange for travel including travel costs of individuals in order to access services or obtain medical care or employment.

The following are the terms of this Contract:

**1. PURCHASE OF SERVICES:**

Subject to the terms and conditions set forth in this Contract and any attached exhibits (such exhibits are deemed to be part of this Contract as fully as is set forth herein), WCDJFS agrees to purchase from, and WCTS agrees to furnish to eligible individuals those specific services detailed in this Vendor Contract.

2. **CONTRACT PERIOD:**

This Contract shall be effective from **July 1, 2019 through and including June 30, 2020**, unless otherwise terminated.

3. **AVAILABILITY OF FUNDS:**

Payment for all services provided in accordance with the provisions of this Contract are contingent upon the availability and will not exceed the total of Local, State, and Federal matching funds as follows:

Federal (Title XX) funds	\$5,000
Temporary Assistance to Needy Families (TANF) Funds	\$5,000
Community Non-Emergency Transportation (NET) Funds	\$5,000
FAET Participation Allowance	\$2,000
<b>TOTAL COST</b>	<b>\$17,000</b>

Federal Title XX funds shall be available to counties at a rate between seventy-five (75) per cent and one hundred (100) per cent of the cost of the services.

Temporary Assistance to Needy Families (TANF) funds shall be used for Work Activity related transportation of OWF work activity required participants as transportation is a required support service (Ohio Revised Code 5107.66).

The Community Non-Emergency Transportation (NET) program is reimbursable to the county on a dollar per dollar funds used for that purpose.

The FAET Participant Allowance allocation reimburses the county for any participant expense including county contracts. Allowable participant expenses include transit tickets for FAET participants.

The total cost of this **Vendor Contract cannot exceed \$17,000 for the period of July 1, 2019 thru and including June 30, 2020.**

If funds are not allocated and/or available for the continuance of this Contract, this Contract can be terminated by WCDJFS at the end of the period for which funds are available. WCDJFS shall notify WCTS at the earliest possible time of the shortage of funds, with a termination or reduction of Services date. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchased and/or total Contract dollars. No penalty shall apply to Contractor in the event this provision is exercised and WCDJFS shall not be obligated nor liable for any future payments due.

4. **COST, DELIVERY AND DESCRIPTION OF PURCHASED SERVICES:**

Subject to limitations specified in Article 3 hereof, the amount to be paid for such purchased services will be based on the following criteria:

Reimbursement under this Contract will be by fixed unit rates:

<b><u>In-County:</u></b>	\$3.00 general public; in-county and Greater Dayton RTA South Hub (one way)
<b><u>Universal Transportation Systems Contracted NET Rides under Contract Resolution # 16-0929 -Moved to Warren County Transit:</u></b>	\$3.00 (one way)
<b><u>Middletown:</u></b>	\$3.00 Middletown Service (one way)

<b><u>Elderly and Disabled ( E &amp; D):</u></b>	\$1.50 Warren County and Greater Dayton RTA South Hub (one way). To be eligible for reduced fares, passengers must complete an E & D application and be eligible for NET.
--	---

Any rate changes must be submitted by WCTS in writing to the WCDJFS who will amend the current Contract to reflect such changes.

Universal Transportation Systems, is the current designated service provider (by the Warren County Board of Commissioners) of the Warren County Transit System as contracted by the Warren County Board of Commissioners.

WCTS shall operate each week-day (Monday thru Friday) from 6 A.M. until 6:30 P.M. The WCTS is available to the general public during that time and the above quoted rates are the one (1) way fare charged any transit rider.

With at least forty-eight (48) hours notice, rides may be scheduled to and/or from any destination within Warren County and Middletown Service for a fee of \$3.00 per one way.

The fee for the elderly and disabled is \$1.50 for in-county and Greater Dayton RTA South Hub. There is no reduced fare for the elderly and disabled to Middletown. Again, this is with at least forty-eight (48) hour notice.

All trip requests will be scheduled based on availability.

If a personal care attendant (PCA) is required for a passenger for whom WCDJFS has approved transportation services, that PCA shall ride without paying a fare if he/she accompanies the passenger who needs the PCA to and from his/her destination. Whenever the ride is scheduled, either by WCDJFS or the consumer, Provider must be notified that a PCA will be accompanying the consumer.

The policies established by WCTS shall be observed by all WCDJFS consumers. WCTS is responsible for notifying WCDJFS of any changes in policies.

**5. PAYMENT FOR PURCHASED SERVICES:**

Service Provider shall, by the fifteenth (15<sup>th</sup>) working day of each month, submit an invoice to the WCDJFS for purchased services rendered to eligible individuals for the preceding calendar month. Tickets issued by WCDJFS shall bear a distinctive stamp and/or be a distinctive colored ticket to identify to which category/service they belong: Title XX, NET Transportation, FAET, or TANF Work Activity Tickets. The invoice shall state the number of tickets served in each category with a combined total number of tickets for the calendar month and total cost for those tickets. The collected tickets must be attached with the invoice. The WCDJFS will review such invoice for completeness and the required information. Should WCDJFS find any discrepancies in the ticket count, rate charges, mathematical errors, non-covered services or any questionable information, WCTS shall be contacted for assistance in any corrections that may be needed. A correct and final invoice will be submitted to Warren County Grants Administration to sign and submit back to WCDJFS for payment. WCDJFS shall make payment within thirty (30) days of receipt of a correct dated and signed invoice. The reported expenditures are subject to audit by appropriate Federal, State or Local officials or an independent audit.

6. **DUPLICATE BILLING:**

WCTS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. WCTS warrants that claims made to the WCDJFS for payment for purchases services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funding for the same services. WCTS warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered the eligible individuals who are not eligible for payment from another source.

7. **FEES:**

WCTS understands that a consumer, for whom services are provided, may be required to pay a fee.

8. **ELIGIBILITY FOR SERVICES:**

WCDJFS shall determine eligibility for all customers for whom WCTS bills WCDJFS directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Section 5101:2-25-07 (2) (a); 5101:3; 5101:3-24-03; 5101.80, 5107.50, 5107.52 and 5107.58 of the Ohio Administrative Code and WCDJFS.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Contract supplement and do not supplant existing services.

The “declaration” method of eligibility determination may be used by WCDJFS. The WCDJFS shall determine the eligibility for the Title XX, NET, FAET, and OWF customers. Tickets shall be provided to FAET participants for delivery of transportation services related to the Food Assistance Employment and Training Program and to OWF participants to attend the required work assignment, including transit tickets to get child/ren to and from day care as needed and to NET participants for transportation to and from eligible medical treatment as needed. Title XX for travel including travel costs of individuals in order to access services or obtain medical care or employment.

9. **REFERAL PROCEDURES:**

If an individual initially applies to WCTS, WCTS will inform them how to contact WCDJFS. WCTS shall not determine any eligibility and shall not bill WCDJFS for any customer trips not approved by WCDJFS or by Universal Transportation Systems under the contract they hold with Warren County Job and Family Services, Division of Human Services. Any recipient who WCDJFS has approved payment for transportation shall have the correct ticket with the required information on it.

10. **ELIGIBILITY DETERMINATION RECORDS:**

WCDJFS shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual for the appropriate time period as detailed in the County Record Retention Rule.

11. **AVAILABILITY AND RETENTION OF RECORDS:**

WCTS shall maintain and preserve all financial service records related to this Contract, including any other documentation used in the administration of this program, in its possession for the appropriate time period as detailed in the County Record Retention Rules. WCTS will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the WCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records is commenced before expiration of the County Record Retention Rules time period, WCTS shall retain the records until completion of the action and all appeals which arise from it.



12. **RESPONSIBILITY FOR AUDIT:**  
If requested by the Director of the WCDJFS, WCTS shall be subject to an independent audit of the required records they must maintain and preserve. Copies of the audit must be made available to the WCDJFS.
13. **AUDIT EXCEPTIONS:**  
WCTS agrees to accept responsibility for receiving, replying to and complying with any audit exceptions by appropriate State, Federal, or local audit directly related to the provisions of this Contract.
14. **OVERPAYMENT REFUND:**  
WCTS agrees to repay WCDJFS the full amount of any overpayment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified, the WCDJFS shall withhold the overpayment from monies due the WCTS. WCTS recognizes and agrees that the WCDJFS may withhold any money due and recover through appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.
15. **CONFIDENTIALITY OF INFORMATION:**  
The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound to the same standards of confidentiality laws and regulations applicable to the programs under which this Contract is funded.
16. **CIVIL RIGHTS:**  
WCDJFS and WCTS agree that as a condition of this Contract, there shall be no discrimination against any applicant, client or recipient because of race, color, sex, religion, national origin, physical limitations or any other factor as specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that WCTS will comply with all appropriate Federal, State and Local laws regarding such discrimination. Any party failing to comply with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of Contract.
17. **TERMINATION:**  
The Contract shall terminate immediately if WCTS fails to meet all licensing requirements imposed by law. This Contract may also be terminated on the basis of adverse findings in an audit required or permitted herein. Either party shall have the right to abandon or cancel this Contract at any time prior to the specific completion date by giving thirty (30) day written notice to the other party or if there a material breach of a term of the Contract which is not corrected within thirty (30) days. The Contract may also be terminated for lack of funding.
- In the event of termination, WCTS shall be entitled to compensation, upon the submission of proper invoice, for work performed prior to the notice of termination. The WCDJFS shall not be liable for any further claims.
18. **AMENDMENT OF CONTRACT:**  
This Contract may be amended, as needed, at any time by a written amendment signed by all parties and approved by Resolution of the Warren County Board of Commissioners.

19. **PUBLICITY:**  
In any publicity reference including media release, information pamphlets, etc., on the services provided under this Contract, it will be clearly stated that the project is in part funded under the State of Ohio's service programs through Federal and State reimbursement.
20. **INSURANCE:**  
WCTS shall maintain verification that Service Provider maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and Warren County Commissioners shall be named as additional insured. Any change or lapse in insurance coverage or named insured shall be reported to WCTS, WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners.
21. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:**  
WCTS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the allocable HHS regulations (45CFR 84) and all guideline and interpretations issued pursuant thereto. Any party failing to comply with this paragraph may be subject to investigation by the office of Civil Rights of the Department of Health and Human Services and Termination of this Contract.
22. **COMPLIANCE WITH LAW:**  
WCTS shall abide by all policies promulgated by ODHS and WCDJFS, all applicable Federal, State and Local laws and regulations and all applicable guidelines of Federal, State and Local Auditors.
23. **ENTIRE CONTRACT:**  
This Contract contains the entire Contract between the WCTS, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and superseded all prior written or oral agreements between the parties. No representation, promises, understanding or agreements, or otherwise, not herein contained shall be of any force or effect.
24. **CONSTRUCTION:**  
Should any portion of the Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of the Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.
25. **WAIVER:**  
No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or constructed as a further or continuing waiver of any such breach or as a waiver of any breach of any 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.
26. **GOVERNING LAW:**  
This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
27. **RELATIONSHIP OF THE PARTIES:**  
Whether this Contract refers to WCTS, WCDJFS or the Warren County Board of Commissioners, this term shall include the agents, employees or authorized representatives of each party.

28. **WARRANTY:**  
WCTS warrants that its services shall be performed and/or provided in a professional and work like Manner, in accordance with applicable professional standards.
29. **NOTICES:**  
All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

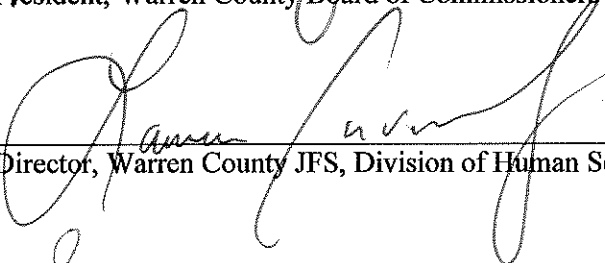
TO: Warren County Job and Family Services, Division of Human Services  
416 South East Street  
Lebanon, Ohio 45036

To: Warren County Transit Services  
406 Justice Drive  
Lebanon, Ohio 45036


**WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES**

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

5/7/19  
Date

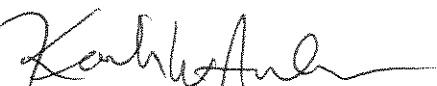
  
\_\_\_\_\_  
Director, Warren County JFS, Division of Human Services

4/25/2019  
Date

  
\_\_\_\_\_  
Director  
Warren County Transit Service, Title

4-25-19  
Date

**Approved to Form:**

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecutor

4/22/19  
Date



County Name (Pass-Through Agency): Warren County JFS, Division of Human Services

Name of Provider (Potential Vendor/Subrecipient): Warren County Transit

EXHIBIT A

Name of Program: Transportation Services

	<b>Indications of a Subrecipient See A-133 §210(b)</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
1.	Provider determines who is eligible to receive federal financial assistance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	<b>Indications of a Vendor See A-133 §210(c)</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
6.	Organization provides the goods and services within normal business operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

<b>Overall Conclusion</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
Provider is a subrecipient.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

# Resolution

Number 19-0549

Adopted Date May 07, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JOAN M. BOWYER FOR THE MASON MORROW MILLGROVE STORM SEWER PROJECT

WHEREAS, in order to improve the public safety of Mason Morrow Millgrove Road a storm sewer is to be constructed, and it is necessary to enter onto the property, parcel #13-07-427-001 located at 4935 Mason Morrow Millgrove Road, Morrow, OH 45152 which is owned by Joan M. Bowyer, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the project.
2. Excavate as necessary
3. Install new culverts
4. Backfill and place stone for channel protection.
5. When weather permits seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Joan M. Bowyer, for the Mason Morrow Millgrove Road storm sewer project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Bowyer, Joan  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Joan M. Bowyer, an unmarried woman, whose tax mailing address is 4935 Mason-Morrow-Millgrove Road, Morrow, Ohio 45154 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety of Mason-Morrow-Millgrove Road, a storm sewer project is to be constructed. In order to construct the project it is necessary to enter onto property owned by Grantor. The subject real estate is located at 4935 Mason-Morrow-Millgrove Road, identified as Parcel #13-07-427-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the project.
2. Excavate, as necessary.
3. Install new culverts.
4. Backfill and place stone for channel protection.
5. Remove extraneous gravel and other material from the culvert that is being replaced.
6. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Mason-Morrow-Millgrove Road Storm Sewer Project or until December 31, 2019, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Joan M. Bowyer, an unmarried woman, has hereunto set her hand on the date stated below.

**Grantor:**

**Joan M. Bowyer**

Name: Joan M. Bowyer

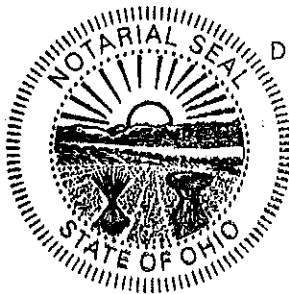
Title: -

Date: 5-2-19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 2<sup>ND</sup> day of MAY, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Joan M. Bowyer, an unmarried woman, being the Grantor in the foregoing agreement, did acknowledge the signing thereof to be their voluntary act and deed.

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



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

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

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 14-0549, dated 5/7/19

Grantee: \_\_\_\_\_  
Signature: Shannon Jones  
Printed Name: Shannon Jones  
Title: President  
Date: 5/7/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 7<sup>th</sup> day of May, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing her to act.

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



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1782  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us



# Resolution

Number 19-0550

Adopted Date May 07, 2019

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK THOMPSON CARR & HUBER, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER


BE IT RESOLVED, to enter into an engineering service contract with Fishbeck Thompson Carr & Huber, Inc. 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH 45241 for engineering services for the Greentree Road Drainage Study, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Fishbeck Thompson Carr & Huber, Inc.  
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR  
ENGINEERING SERVICES  
GREENTREE ROAD DRAINAGE STUDY**

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 Fishbeck Thompson Carr & Huber, Inc., 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH 45241, 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 existing drainage infrastructure in the area identified in Exhibit 1 and make recommendations for appropriate infrastructure modifications, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, 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 Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional 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 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 to be set forth in an exhibit, 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 \$11,300.00.**
  - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an exhibit, attached to and made a part of this Agreement, for a lump sum fee.

##### **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. Dave Gully, 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
---	---

Fishbeck Thompson Carr & Huber, Inc.  
Attn: Peter Soltys, P.E.  
11353 Reed Hartman Highway, Suite 500  
Blue Ash, OH 45241  
Ph. 513-469-2370

## 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage in the amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, 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:**

Exhibit 1

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits 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**

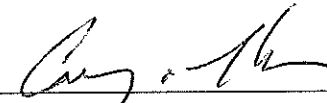
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, 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.

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**SECTION 10 – EXECUTION**

**ENGINEER:**

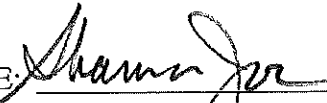
**IN EXECUTION WHEREOF**, Fishbeck Thompson Carr & Huber, Inc., Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Greg Thaez, whose title is Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE:   
PRINTED NAME: GREGORY A. THAEZ  
TITLE: VICE PRESIDENT  
DATE: 4/22/2019

**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 Shannon Jones, its President, pursuant to Resolution No. 19-0550 dated 5/7/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 5/7/19

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By:   
Assistant Prosecuting Attorney





December 17, 2018

Mr. Charles E. Petty, PE  
Assistant Warren County Engineer  
Warren County Engineer's Office  
210 West Main Street  
Lebanon, OH 45036

Re: Proposal for Professional Services – Greentree Road Drainage Evaluation, Turtlecreek Township

Dear Mr. Petty:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide this proposal for engineering services to evaluate the drainage along Greentree Road near the Warren County Airport in Turtlecreek Township, Warren County, Ohio. Our understanding of the project is based on discussions between you and Peter W. Soltys of our Cincinnati Office on November 9, 2018, and the partial GIS map of the area provided in that meeting.

### Scope of Services

FTCH will evaluate the drainage in an approximate area that extends from the north end of the runway 1-19 at the Warren County Airport to the north, the east side of the runway to the east, Triple Creek Ct. to the south and State Route 741 to the west. The drainage system in this area consists of open ditches, driveway and road culverts, open channels, and detention ponds. The drainage evaluation will include the following tasks.

### Hydrologic and Hydraulic Analysis

An FTCH engineer will visit the site and walk the drainage path to characterize the drainage features and identify possible drainage problem areas. The data gathered during this site visit, watershed information gathered from on-line sources, and data provided by the Warren County Engineer's Office (WCEO) will be used to develop a hydrologic model of the watershed draining to the culvert beneath the intersection of Greentree Road and State Route 741.

FTCH will model the drainage system using either the XP-SWMM Storm Water Management Model program or the HEC-HMS Hydrologic Modeling System program. The hydrologic parameters to be used in the model, Curve Number (CN) and time of concentration ( $T_c$ ), will be calculated using the methodology developed by the Natural Resources Conservation Service (NRCS).

The WCEO will be responsible for providing as-built construction plans and/or survey data for the following:

- Details for the detention basin on the Warren County Airport property and the detention basin located immediately downstream including outlet structures and basin bottom elevations.
- Grading and drainage plans for the residential development along New England Way.
- Culvert sizes, lengths, materials, and inlet/outlet invert elevations for driveway culverts on both sides of Greentree Road from the airport driveway immediately west of Mabrey Road to State Route 741.
- Culvert size, length, material, and inlet/outlet invert elevations for the culvert under State Route 741 at the intersection with Greentree Road.



- Centerline elevation grade profile for the drainage ditch/stream along the north side of Greentree Road from airport driveway immediately west of Mabrey Road to State Route 741.
- GIS data sufficient to delineate the watershed draining the area defined in the first paragraph under this scope of services.

Once all the drainage features have been identified and measured in the field by the WCEO or determined from as-built plans and the hydrologic parameters calculated, the XP-SWMM or HEC-HMS model will be prepared. FTCH will evaluate the drainage system for the storm water runoff resulting from a 25-year and 100-year return interval, 24-hour duration storm. The rainfall depth for these storms will be obtained from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 2.

### **Drainage Alternatives**

The results of the hydrologic model analysis will be evaluated to determine the adequacy of the detention basin at the airport and the detention basin located immediately downstream, the driveway culverts between the airport and State Route 741, and the culvert under the intersection of State Route 741 and Greentree Road for the 25-year flood and 100-year flood, in accordance with the Warren County Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems.

Based on the hydrologic model results, FTCH will develop conceptual plans for improvements to the detention basins and driveway/road culverts to improve storm water drainage along Greentree Road. The proposed improvements will be evaluated using the hydrologic model to verify the adequacy of the drainage improvements. We will prepare an engineer's opinion of construction costs for the recommended drainage improvements.

### **Drainage Evaluation Report**

FTCH will prepare an engineering report to summarize the hydrologic and hydraulic analysis, drainage system improvement alternatives, and drainage system improvement costs. The report will include a recommendation for the drainage system improvements that provide the greatest reduction in driveway and road flooding. Three copies of the report will be provided to the WCEO.

### **Professional Services Fees**

FTCH is ready to begin immediately following the Notice to Proceed and acceptance of the attached Professional Services Agreement. We anticipate that it will take approximately one month to complete once we receive the data from the WCEO identified above.

We propose to provide the above described Scope of Services for a not-to-exceed fee of Eleven Thousand Three Hundred Dollars (\$11,300.00).

Mr. Charles E. Petty, PE  
Page 3  
December 17, 2018



## Authorization

Attached is our Professional Services Agreement; however, we are aware that the WCEO may prefer to use their own contract form. If a WCEO contract form is to be used, FTCH will review the terms and conditions of the contract and work with the WCEO to reach an acceptable agreement. If you prefer to use the FTCH Professional Services Agreement and concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith ([dmsmith@ftch.com](mailto:dmsmith@ftch.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8564 or [pwsoltys@ftch.com](mailto:pwsoltys@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading "Peter W. Soltys". The signature is written in a cursive style with a prominent "P" and "S".

Peter W. Soltys, PE, PH

ds6  
Attachments  
By email

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0551

Adopted Date May 07, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2019-2020 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER ATTENDS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract for FY2019-2020 with Warren County Educational Service Center Attends Program, effective July 1, 2019 to June 30, 2020, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

## **CONTRACT FOR SPECIALIZED CARE SERVICES-ATTEND**

This Contract is made this first day of July, 2019, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

**WHEREAS**, the County requires specialized care services and

**WHEREAS**, the Provider is able to provide specialized services.

**NOW, THEREFORE**, it is agreed that:

### **I. DUTIES OF PROVIDER:**

To provide tailored services to chronic truants and their families that may include but not be limited to:

- Intensive in home treatment/case management which may include but not be limited to assessment, case planning, mediation, parent training and support, behavior management, behavior charts, house rules, house schedule, role modeling, skill building, anger management, goal setting, counseling, tutoring, and other services needed to improve behavior and school attendance.
- Consultation with partnering agencies
- Organized community service projects, mentoring, and activities
- School based services including attendance checks, attending educational planning meetings, and acting as a liaison between schools and parents
- Wake- up services
- Transportation
- Graduated incentives for youth and families
- Written reports. The ESC will provide all information as required by Juvenile Court

**II. LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2019 and shall remain in force and effect up to and including June 30, 2020, unless terminated as provided herein.

**III. POLICY OF NON-DISCRIMINATION:**

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

**IV. RELATIONSHIP OF PARTIES:**

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

**V. GOVERNING LAW:**

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

**VI. INDEMNIFICATION:**

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

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

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

**VII. PARTIES:**

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

**VIII. COMPLIANCE WITH LAWS AND REGULATIONS:**

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

**IX. COMPENSATION AND NOTICES:**

The Provider shall be compensated at the rate of \$50,000 (\$25,000 prior to August 1, 2019 and \$2,500 per month effective August 2019-May 2020) for all services provided

TO: Provider

Warren County Educational Service Center  
1879 Deerfield Road  
Lebanon, Ohio 45044  
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court  
900 Memorial Drive  
Lebanon, Ohio 45036  
Phone Number: 513-695-1160

Invoice shall be made prior to August 31, 2019 for an initial lump sum \$25,000. Effective August 1, 2019, invoices will be submitted with the level billing amount of \$2,500 for a period of ten months through May 1, 2020. Each invoice will list the months of service being provided.

**X. CHILD SUPPORT:**

N/A

**XI. INSURANCE:**

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

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

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

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



**XII. ENTIRE CONTRACT:**

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

**XIII. MODIFICATION OR AMENDMENT:**

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

**XIV. CONSTRUCTION:**

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

**XV. WAIVER:**

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

**XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:**

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

**XVII. HEADINGS:**

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

**XVIII. TERMINATION:**

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

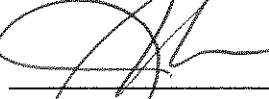
**IN WITNESS WHEREOF**, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-0551 of Warren County Board of Commissioners dated 5/7/19.

Signed and acknowledged in the presence of:

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

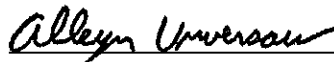
5/7/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Kirby, Judge  
Warren County Juvenile Court

4.15.19  
\_\_\_\_\_  
Date

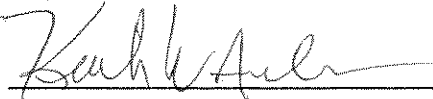
  
\_\_\_\_\_  
Tom Isaacs, Superintendent  
Warren County Educational Service Center – Coordinated Care

4/24/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alleyn Unversaw, Treasurer  
Warren County Educational Service Center

4/24/19  
\_\_\_\_\_  
Date

Approved as to Form:

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

4-10-19  
\_\_\_\_\_  
Date

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

# Resolution

Number 19-0552

Adopted Date May 07, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2019-2020 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

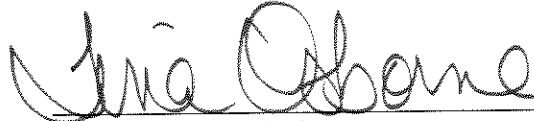
BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract for FY2019-2020 with Warren County Educational Service Center Parent Success Program, effective July 1, 2019 to June 30, 2020, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

## **CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success**

This Contract is made this first day of July, 2019, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

**WHEREAS**, the County requires specialized care services and

**WHEREAS**, the Provider is able to provide specialized services.

**NOW, THEREFORE**, it is agreed that:

### **I. DUTIES OF PROVIDER:**

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

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

**II. LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2019 and shall remain in force and effect up to and including June 30, 2020, unless terminated as provided herein.

**III. POLICY OF NON-DISCRIMINATION:**

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

**IV. RELATIONSHIP OF PARTIES:**

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

**V. GOVERNING LAW:**

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

**VI. INDEMNIFICATION:**

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

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

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

**VII. PARTIES:**

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

**VIII. COMPLIANCE WITH LAWS AND REGULATIONS:**

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

**IX. COMPENSATION AND NOTICES:**

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

TO: Provider

Warren County Educational Service Center  
1879 Deerfield Road  
Lebanon, Ohio 45044  
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court  
900 Memorial Drive  
Lebanon, Ohio 45036  
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2019 with the level billing amount of \$8,500 bi-monthly. Invoices will be made in December 2019, February 2020, April 2020 and June 2020. The total sum being \$25,000. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

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

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

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

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

**XII. ENTIRE CONTRACT:**

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

**XIII. MODIFICATION OR AMENDMENT:**

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

**XIV. CONSTRUCTION:**

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

**XV. WAIVER:**

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

**XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:**

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



**XVII. HEADINGS:**

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


**XVIII. TERMINATION:**

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


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


This Contract is entered into by Resolution No. 19-0552 of Warren County Board of Commissioners dated 5/7/19.

Signed and acknowledged in the presence of:

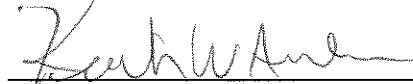
  
\_\_\_\_\_  
Board of Warren County Commissioners Date 5/7/19

  
\_\_\_\_\_  
Joseph Kirby, Judge Date 4.15.19  
Warren County Juvenile Court

  
\_\_\_\_\_  
Tom Isaacs, Superintendent Date 4/24/2019  
Warren County Educational Service Center – Coordinated Care

  
\_\_\_\_\_  
Alleyn Unversaw, Treasurer Date 4/24/19  
Warren County Educational Service Center

Approved as to Form:

  
\_\_\_\_\_  
Keith Anderson Date 4-10-19  
Assistant Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-0553

Adopted Date May 07, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2019-2020 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2019-2020 with Warren County Educational Service Center Truancy Program, effective July 1, 2019 to June 30, 2020, on behalf of the Warren County Juvenile Court as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# AGREEMENT

## I. PARTIES

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

## II. PURPOSE OF THE AGREEMENT

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

## III. TERM

(A). The term of this Agreement shall be for the fiscal year 2020.

(B). The term shall commence on July 1, 2019 and end on June 30, 2020.

## IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2019 for Truancy Education Group facilitation services.
3. Effective September 1, 2019, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$1,700.00. Each invoice will list the months of service being provided.
4. Invoices to the County should not exceed a total of \$34,000.00.

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

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

**V. COUNTY RESPONSIBILITIES**

(A). The County shall:

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

**VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS**

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

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

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

**VII. NO PROMISE OF FUTURE EMPLOYMENT**

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

**VIII. INDEMNIFICATION/HOLD HARMLESS**

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

**IX. TERMINATION**

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

**X. ENTIRE AGREEMENT**

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

**XI. BINDING EFFECT**

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

**XII. INSURANCE**

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

**XIII. PROPRIETARY RIGHTS**

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

**XIV. MODIFICATION OR AMENDMENT**

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

**XV. WAIVER**

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

**XVI. CONSTRUCTION**

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

**XVII. ASSIGNMENT**

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

**XVIII. GOVERNING LAW**

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

**XIX. PARTIES**

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

**XX. RELATIONSHIPS OF THE PARTIES**

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

**XXI. POLICY OF NON-DISCRIMINATION**

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

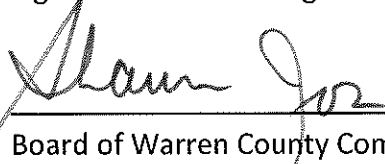
**XXII. CONFIDENTIALITY**

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

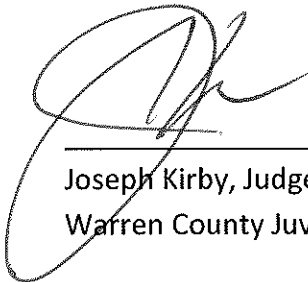
SIGNATURE PAGE

Witness their hands this 7<sup>th</sup> day of May, 20 19.

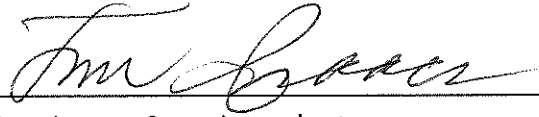
Signed and acknowledged in the presence of:

  
Board of Warren County Commissioners


5/7/19      19-0553  
Date / Resolution Number

  
Joseph Kirby, Judge  
Warren County Juvenile Court


4-15-19  
Date

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

4/24/2019  
Date

  
Alleyn Unversaw, Treasurer  
Warren County Educational Service Center

4/24/19  
Date

Approved as to Form:  
  
Keith Anderson

4-10-19  
Date



# Resolution

Number 19-0554

Adopted Date May 07, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO A STATEMENT OF WORK AGREEMENT WITH MLF MARKETING CORP. DBA MARSHALL RESOURCES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, MFL Marketing Corp dba Marshall Resources will provide maintenance for Hardware for Motorola CAD; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into a statement of work agreement with MFL Marketing Corp dba Marshall Resources on behalf of Warren County Telecommunications to provide maintenance for Hardware for Motorola CAD as attached hereto and a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—MLF Marketing Corp.—DBA-Marshall Resources  
Telecom (file)

## Warren County NS1200 April 2019

NS-Integrity NS1202 = Sys# 074018

QTY	MODEL	DESCRIPTION	Unit MMF	Extended
1	M1202M4	NS1200 2CPU/4GB Mem HW Base Bundle Includes: (2) NS1200 RX2660 4GB CPU Blade Elements (2) Virtual I/O VIO w/ 8 Enet and 8 Fiber Channel (2) M8350-14 Fiber Channel Disk Module (6) M8400-44 146 GB 15K RPM FC Disk Drives (System Disk) Rack monted Console, Monitor, and Keyboard (1) M8316-01 42U Modular Cabinet (1) M8210-24 24 Port Maintenance Switch	\$ 895.00	\$ 895.00
8	M8400-44	146 GB FIBRE CHANNEL DISK DRIVE	\$ 12.00	\$ 96.00
1	M8330-6	NonStop UPS - NA/Japan 6KVA	\$ 50.00	\$ 50.00
1	M8330-ERM	NonStop UPS Extended Runtime Module	\$ 45.00	\$ 45.00
1	M8305SP	42U MODULAR CAB SIDE PANELS (PAIR)	\$ -	\$ -
1	M8505	LTO-3 FC Tape Drive Manual Load	\$ 72.00	\$ 72.00
<b>TOTAL MONTHLY HARDWARE MAINTENANCE 24 X 7 X 4</b>				<b>\$ 1,158.00</b>

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## Statement of Work

Statement #	1
Date	April 12, 2019
Client	Warren County Telecom
Job Name	Tandem Nonstop System Maintenance

---

## Summary

Marshall Resources shall provide 24x7 Hardware Maintenance Support Services, with both phone support and an assigned Customer Engineer, for Customer's system listed below in the Equipment section.

---

## Project Scope

Support Services Coverage Plan – Hours of coverage are 24 hours per day, 7 days per week, with a four (4) hour Response Time. Coverage on national holidays will be for corrective service only. Once a system incident is identified, through either notification software or a phone call for service, Marshall Resources Support Services and Customer will determine the appropriate course of action, based on the type of incident.

Marshall Resources will provide the following as part of their Support Services Coverage Plan ("Service Plan"):

- Provide corrective or scheduled preventive service during the term of this Statement of Work and during the hours of coverage listed above.
- Furnish all labor, parts, materials, and on-site Customer Engineer (CE) during the term of this Statement of Work and during the hours of coverage as necessary to keep the maintained hardware operating substantially in accordance with applicable published specifications.
- A complete on-site spares kit to match the covered system(s) at each of the customer's site(s).
- Ensure that replacement parts are equivalent to new in performance parts. Except for disk drives, replaced parts will become the property of Marshall Resources. Marshall Resources shall also maintain an electronic inventory for these spare parts, track parts used, and ship replacement parts as spares are consumed.
- Log all service requests and furnish telephone and/or on-line diagnostic services from Marshall Resources 24 hours a day, 7 days a week.
- Install any mandatory field change orders required for the safety or proper operation of the maintained hardware as specified by the Manufacturer.
- Provide an annual equipment inventory of the maintained hardware and plan a meeting to discuss the current Service Plan and Customer's future requirements.
- Provide time and material pricing structure option for any non-covered equipment that requires parts or materials, or for services furnished which are beyond the scope of the Service Plan. Time and Material pricing structure is listed below.

Customer will:

- Provide IP connection to the system(s) if choosing to use the Remote Notification software or use the system's HPE SIM or IRS software notification option.
- Designate an employee and an alternate, or a specific department, who will direct all requests for information and maintenance to Marshall Resources, and will provide Marshall Resources with assistance and information necessary to demonstrate, diagnose, and correct malfunctions.

- Identify, document, and report each problem with a maintained system necessitating service and supply Marshall Resources with all documentation and assistance necessary to demonstrate and allow Marshall Resources to diagnose the problem.
- At Marshall Resources' request, Customer may be required to remove equipment, parts, accessories or attachments, which are not maintained by the Service Plan prior to Marshall Resources providing service.
- Maintain and operate the environment of each maintained system in accordance with Manufacturer's furnished instructions.
- Provide a secure and available storage location for on-site spares to which Marshall Resources' CE will have to access.
- Prior to contract start, provide site access information, such as maintenance window time periods, Data Center contacts, procedures to acquire site access tickets, change control, and any other similar details.

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## Schedule

Coverage will start on May 1, 2019, with the contract term of 6 (six) months. Early termination requires a 30-day prior written notice to Marshall Resources.

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## Pricing and Equipment

Monthly Service Amount is \$1,158.00 per month. The billing cycle will be monthly, in advance, with payment due Net 30 Days.

This Statement of Work will cover NS1202 System #74018 with the following components:

<b>Product</b>	<b>Description</b>	<b>Qty</b>
M1202M4	NS1200 2CPU/4GB Mem HW Base Bundle Includes: 2)NS1200 TX2660 4GB CPU Blade Elements, 2)Virtual I/O VIO w/ 8 Enet and 8 Fiber Channel, 2)M8350-14 Fiber Channel Disk Module, 6)M8400-44 146GB 15K RPM FC Disk Drives, Rack mounted Console, Monitor, and Keyboard, 1)M8316-01 42U Module Cabinet, 1)M8210-24 24 Port Maintenance Switch	1
M8400-44	146 GB Fiber Channel Disk Drive	8
M8330-6	NonStop UPS – NA/Japan 6KVA	1
M8330-ERM	NonStop UPS Extended Runtime Module	1
M8305SP	42U Modular Cab Side Panels (pair)	1
M8505	LTO-3 FC Tape Drive Manual Load	1

This System is located at 500 Justice Dr. Lebanon, OH 45036

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## **Time & Material Coverage**

If Customer requests corrective Service and Marshall Resources determines that the malfunction is not related to an item of Maintained Hardware, Marshall Resources will provide a best effort quote to Customer and if Customer consents to Marshall Resources providing the quoted services, upon completion Marshall Resources shall charge for service on a Time and Materials basis.

For non-covered equipment that requires parts or materials, or for services furnished which are beyond the scope of the Service Plan selected, the then current retail used parts cost, as determined by Marshall Resources would apply.

Time and Material and after hours support rates:

\$155.00, 4 hour minimum, portal to portal for covered systems and equipment.

\$185.00, 4 hour minimum, portal to portal for non-covered systems and equipment.

---

## **Call Center and Support Information**

Marshall Resources provides a 24 x 7 Dispatch Operator for Maintenance Services. In addition to using Notification Software, Customer may contact Maintenance Services at any time using the below number or email address. All incidents will be sent directly to our 24x7 Technical Support Personnel.

**866-229-1212**

[support@marshallresources.com](mailto:support@marshallresources.com)

In addition, our Technical Support Center can be reached during regular business hours (EST) at 919-598-0292.

Marshall Resources shall assign a local Customer Engineer to supply Level One on-site field service engineering. These engineers shall be trained on the NonStop platform and will be supported by Level Two and higher NonStop Field Service engineers. All field service personnel are continuously supported by Marshall Resources' Technical Support Center 24 hours per day, 7 days per week, and 365 days per year. Our Level Three technicians have access to all technical documentation, and average 30 years of NonStop experience. This team will analyze system dial outs, open service tickets, and support and advise the local field engineers on parts needed, as well as help provide actions required to repair the failure. During the service call, our Level Three Support personnel remain available to supply documents, advice, and to even escalate a difficult problem to Level Four and then Level Five Engineering and Management at Marshall Resources. This team is also available and willing to help with minor NonStop System Administration tasks.

---

**Acceptance**

The client named below verifies that the terms of this Statement of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

Warren Co. Commissioners  
on behalf of:  
Warren County Telecom

MFL Marketing Corporation dba Marshall  
Resources

Company name

Company name

Shannon Jones

Darren Frame

Full name

Full name

President

Vice President

Title

Title

\*Shannon Jones


Darren Frame

Signature

Signature

Date

Date

**APPROVED AS TO FORM**  
  
Adam M. Nice  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0555

Adopted Date May 07, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/30/19 and 5/02/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Auditor

# Resolution

Number 19-0556

Adopted Date May 07, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS , LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

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

## BOND RELEASE

Bond Number	:	17-018 (P/S)
Development	:	Soraya Farms Lifestyle Community, Section 4
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$36,775.47
Surety Company	:	First Financial Bank (#820113576)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee Street, Dayton OH 45458  
Bruce Crutcher, Sr. VP, First Financial Bank, 4391 Far Hills Ave, Kettering OH 45429  
Engineer (file)  
Bond Agreement file



# Resolution

Number 19-0557

Adopted Date May 07, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR CROWN POINT DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN CROWN POINT, SECTION 6 SITUATED IN CLEARCREEK TOWNSHIP

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

## BOND RELEASE

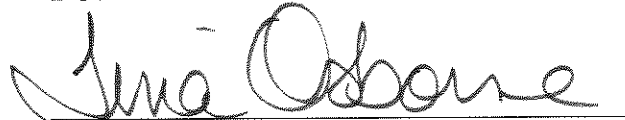
Bond Number	:	15-029 (P/S-M)
Development	:	Crown Point, Section 6
Developer	:	Crown Point Development, LLC
Township	:	Clearcreek
Amount	:	\$47,845.93
Surety Company	:	Cashier's Checks #25806729 & #25806754 – Fifth-Third Bank

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Crown Point Dev., LLC Attn: Daniel J. Kahmann, 10883 Yankee St, Dayton, OH 45458  
OMB – J. Stilgenbauer  
Engineer (file)  
Bond Agreement file

# Resolution

Number 19-0558

Adopted Date May 07, 2019

APPROVE CROWN POINT DRIVE, MARE COURT, AND BENNINGTON WAY IN CROWN POINT, SECTION 6 FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Crown Point Drive, Mare Court, and Bennington Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0789-T	Crown Point Drive	0'-29'-0'	0.101
1579-T	Mare Court	0'-29'-0'	0.057
2154-T	Bennington Way	0'-29'-0'	0.032

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

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

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

---

## CLEARCREEK TOWNSHIP GOVERNMENT CENTER

7593 Bunnell Hill Road, Springboro, Ohio 45066  
(937) 748-1267 FAX (937) 748-3252

Board of Trustees

Ed Wade  
Jason Gabbard  
Steve Muterspaw



Fiscal Officer

Russell Carolus

---

April 8, 2019

Mr. Neil Tunison

Warren County Engineer

105 Markey Road

Lebanon, Ohio 45036

**RE: Crown Point, Section 6**

The Clearcreek Township Road Maintenance Department has reviewed the completed work in the above referenced subdivision and found the required work to be satisfactory. The public road facilities in the subdivision will be accepted for Clearcreek Township maintenance when the County Commissioners accept the subdivision improvements. Please note that Clearcreek Township assumes no legal obligations or responsibilities to maintain or repair any drainage systems that are not located within the rights-of-way in this plat. Drainage improvements within the lots will be solely maintained continuously by the lot owner(s) so as not to obstruct, retard or divert the flow of storm water through the water course or drainage system.

Respectfully,

A handwritten signature in cursive script that reads "Scott Smith".

Scott Smith

Road Maintenance Superintendent

**OWNER'S CONSENT AND DEDICATION**

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

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

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: DUKE ENERGY, CINCINNATI BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

**PUBLIC WATER EASEMENTS:**

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

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL: Andrew J. Moore CROWN POINT DEVELOPMENT, LLC BY: Donald J. Latta Managing Member

NAME: Latta  
WITNESS

STATE OF OHIO, COUNTY OF Warren SS: BE IT REMEMBERED THAT ON THIS 22<sup>nd</sup> DAY OF December, 2015

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY SAWE CROWN POINT DEVELOPMENT, LLC BY Donald J. Latta, MANAGING MEMBER, AND Donald J. Latta, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN: 8-21-18  
NAME: Debra Hoffman MY COMMISSION EXPIRES



LOT #	SCHEDULE #
OLD 8.4326 AC.	05-33-322-086
NEW 85	05-33-119-064
NEW 87	05-33-335-026
NEW 88	05-33-325-021
NEW 89	05-33-335-023
NEW 90	05-33-335-023
NEW 91	05-33-335-030
NEW 92	05-33-335-031
NEW 93	05-33-335-036
NEW 94	05-33-335-037
NEW 95	05-33-335-037
NEW 96	05-33-168-013
NEW 97	05-33-168-019
NEW 98	05-33-168-020
NEW 99	05-33-168-021
NEW 100	05-33-168-022
NEW 101	05-33-168-023
NEW 102	05-33-168-024
NEW 103	05-33-168-025
S/W 0.9289 AC.	05-33-600-000
S/W 0.0000 AC.	

12-29-2015 DWB

SECTION 6 AREA SUMMARY	
LOTS	7,5037 AC.
R/W	0.6289 AC.
TOTAL	8.4326 AC.

LENGTH OF ROADWAY PLATTED	
CROWN POINT DRIVE	535.75'
BENNINGTON WAY	165.00'
WARRE COUNTY	248.77'
TOTAL	1000.52'

**DEED REFERENCE**  
SITUATED IN SECTION 33, TOWN 3, RANGE 5, BTM, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, BEING THE 8.4326 ACRES AS CONVEYED TO CROWN POINT DEVELOPMENT, LLC AS RECORDED IN DOCUMENT NUMBER 2015-022428 OF THE DEED RECORDS OF WARREN COUNTY, OHIO OF AN ORIGINAL 63,250 ACRES TRACT CONVEYED TO KAMARAH DEVELOPMENT CORPORATION IN O.R. VOL. 1177, PG. 85 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

**SUBJECT TO HOMEOWNERS RESTRICTIONS** DELETED DTK 12/29/15

THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE CROWN POINT HOMEOWNERS ASSOCIATION INCORPORATED IN OHIO. THESE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS ARE RECORDED IN O.R. VOL. 1177, PG. 85 OF THE DEED RECORDS OF WARREN COUNTY, OHIO. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING A COPY OF SAID RULES, REGULATIONS, COVENANTS AND RESTRICTIONS FROM THE ASSOCIATION'S OFFICE, WHICH MAY BE RECORDED FROM TIME TO TIME.

DELETED DTK 12/29/15

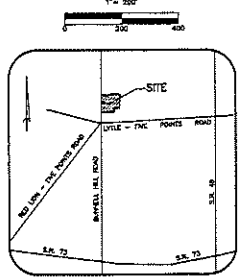
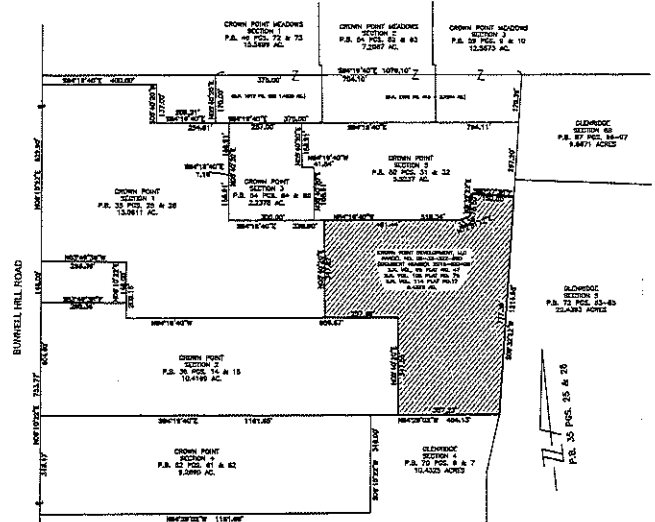
# RECORD PLAT CROWN POINT SECTION 6

CONTAINING 8.4326 ACRES

LOCATED IN

## SECTION 33, TOWN 3, RANGE 5, BTM CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO

DECEMBER, 2015



VICINITY MAP  
NOT TO SCALE

COUNTY COMMISSIONERS  
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 22<sup>nd</sup> DAY OF December, 2015

COMMISSIONERS: [Signatures]

COUNTY RECORDER  
FILE NO. 2015-02185  
RECORDED IN THIS 22<sup>nd</sup> DAY OF December, 2015 AT 2:58 P.M.  
RECORDED IN PLAT BOOK NO. 72, PAGE 20-21  
P.C. 172-80  
BY: Heidi L. Brown Leslie Adair  
DEPUTY WARREN COUNTY RECORDER  
COUNTY AUDITOR  
TRANSFERRED ON THIS 29<sup>th</sup> DAY OF December, 2015  
BY: Anthony Matt Nolan, Jr.  
DEPUTY WARREN COUNTY AUDITOR

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

THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 2588.08 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

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

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

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SOUP MANS.

COUNTY SANITARY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 22<sup>nd</sup> DAY OF December, 2015  
Chris Bond  
WARREN COUNTY SANITARY ENGINEER

COUNTY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 22<sup>nd</sup> DAY OF December, 2015  
Neil F. Tunison, R/W  
WARREN COUNTY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 21<sup>st</sup> DAY OF December, 2015  
S. Latta  
EXECUTIVE DIRECTOR

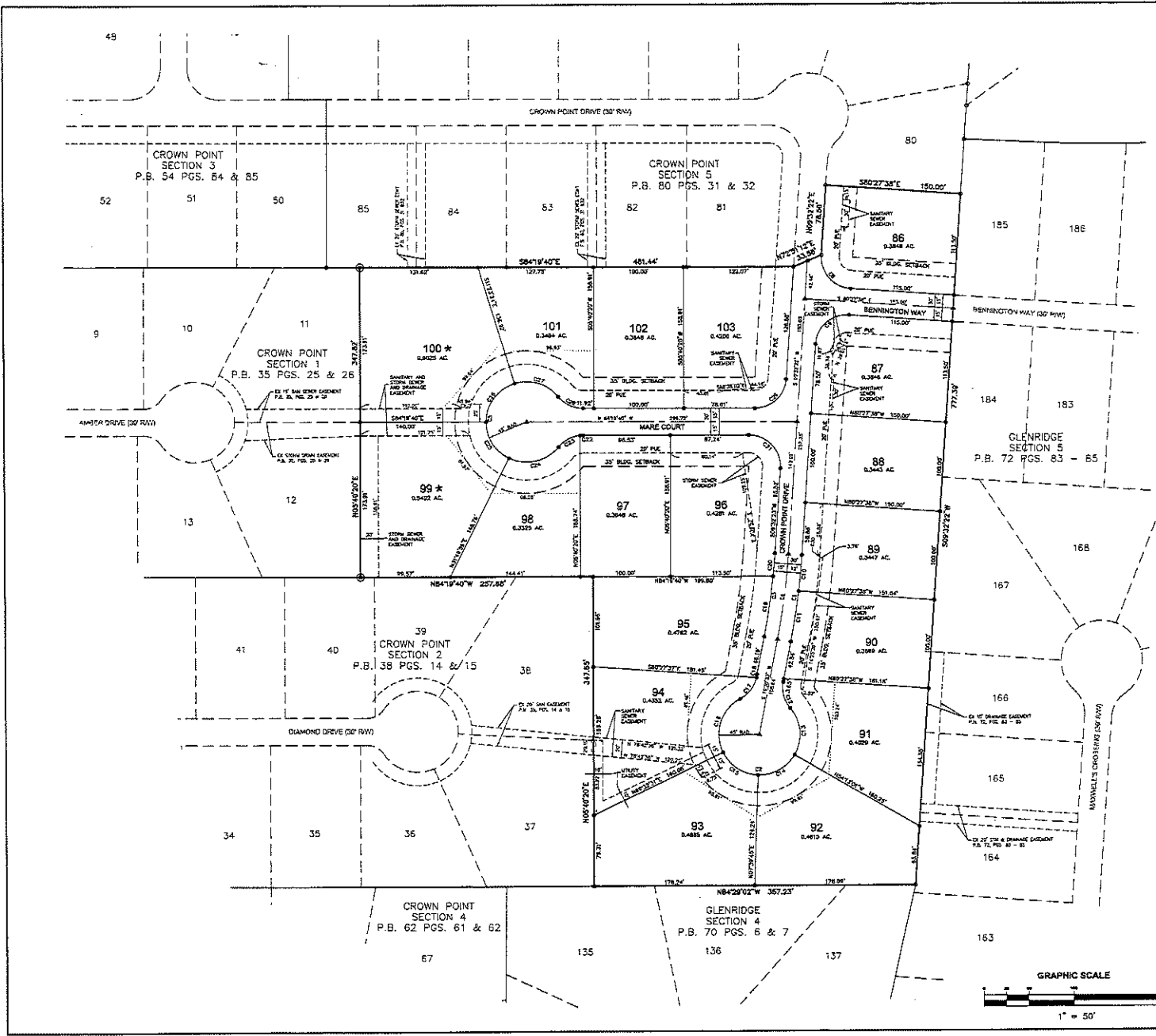
CLEARCREEK TOWNSHIP ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 21<sup>st</sup> DAY OF December, 2015  
[Signature]  
CLEARCREEK TOWNSHIP ZONING INSPECTOR

CERTIFICATE OF SURVEYOR:  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 12/18/15 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET SHOWN.  
Joseph F. Charlson 12/18/15  
JOSEPH F. CHARLSON, PROFESSIONAL SURVEYOR NO. 6003 DATE



Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 2520 Irwin-Simpson Road Mason, Ohio 45454 (513) 338-1728	CROWN POINT SUBDIVISION SECTION 6 SITUATED IN SECTION 33, TOWN 3, RANGE 5, BTM CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO	OK'D BY DWN BY TDA LN: ECKDK04 DATE: 12/18/15
	SCALE: _____	SHT 1 OF 2

OWNER / DEVELOPER  
CROWN POINT DEVELOPMENT, LLC  
614 CHRISTOPHER DRIVE  
DAYTON, OHIO 45458



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	98.14	815.00	87°01'07"	S123°12'26"W	99.06
C2	221.88	43.00	178°23'00"	N123°27'27"W	221.25
C3	95.49	785.00	1°34'10"	N137°02'25"E	95.43
C4	97.31	800.00	1°34'10"	S133°14'25"W	97.25
C5	721.88	43.00	178°23'00"	N123°27'27"W	721.25
C7	44.78	950.00	1°17'04"	S00°00'00"E	43.30
C8	54.89	35.00	80°00'00"	S35°27'37"E	46.50
C9	54.36	35.00	90°00'00"	S24°29'22"W	48.50
C10	41.13	815.00	1°34'10"	N102°08'07"E	41.13
C11	58.00	815.00	1°34'10"	N147°13'12"E	57.89
C12	31.25	35.00	41°12'04"	S02°06'55"E	30.31
C13	53.44	43.00	178°23'00"	N00°00'00"E	43.00
C14	48.00	45.00	61°52'45"	N65°43'22"E	48.27
C15	48.90	45.00	61°52'45"	S21°25'27"E	48.27
C16	68.34	45.00	80°17'00"	S74°41'04"W	62.88
C17	30.91	35.00	100°00'00"	N43°14'02"E	29.81
C18	0.44	35.00	64°11'00"	N18°52'08"E	0.44
C19	89.14	785.00	2°02'44"	N137°02'25"E	88.72
C20	56.55	785.00	1°34'10"	N102°08'07"E	56.34
C21	87.34	35.00	93°52'00"	N37°14'26"W	81.14
C22	3.47	35.00	2°41'00"	N87°10'09"W	3.47
C23	27.88	35.00	45°38'00"	S27°02'10"W	27.13
C24	60.85	45.00	77°21'00"	N53°35'35"E	56.32
C25	50.14	45.00	83°30'21"	S28°14'50"E	47.58
C26	57.00	45.00	72°28'10"	S47°08'28"W	53.48
C27	53.71	45.00	89°27'40"	N67°19'02"W	50.27
C28	31.25	35.00	41°12'04"	S46°40'07"E	30.31
C29	52.82	35.00	148°17'54"	N42°06'21"E	47.86
C30	1.89	835.00	0°00'54"	S27°21'10"E	1.89

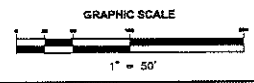
\* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR CROWN POINT SUBDIVISION SECTION 6, DATED APRIL 2, 2018 AND REVISED JUNE 17, 2018 AND REQUIRES PROPER DRAINAGE AND THE DRAINAGE AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO.	MOE REAR YARD
99	1038.0
100	1038.0
	1044.6 (FRONT YARD)
	1038.0
	1044.6 (FRONT YARD)

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

NOTES:

- 1) ○ - DENOTES 5/8" IRON PIN W/CAP SET PREVIOUSLY
- 2) ⊙ - DENOTES 1" IRON PIN W/CAP SET PREVIOUSLY
- 3) ▲ - DENOTES MAG NAIL SET PREVIOUSLY
- 4) ● - DENOTES 3/8" IRON PIN WITH CAP TO BE SET, UNLESS OTHERWISE NOTED.
- 5) ⊕ - DENOTES 1" IRON PIN WITH CAP TO BE SET, UNLESS OTHERWISE NOTED.
- 6) ▲ - DENOTES MAG NAIL TO BE SET, UNLESS OTHERWISE NOTED.
- 7) DOCUMENTS USED: AS SHOWN.
- 8) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
- 9) OCCUPATION IN GENERAL FITS SURVEY
- 10) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- 11) ALL LOTS SHALL BE SUBJECT TO A TEN (10) FEET MINIMUM SIDEYARD SETBACK AND FORTY (40) FEET MINIMUM REAR YARD SETBACK.
- 12) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) FEET IN WIDTH ALONG ALL SIDE AND SEVEN AND ONE HALF (7.5) FEET IN WIDTH ALONG ALL REAR LOT LINES UNLESS OTHERWISE NOTED.
- 13) PUE - DENOTES PUBLIC UTILITY EASEMENT



Evans  
CivilPro  
Engineers, LLC  
Consulting Engineers & Surveyors  
3550 Irwin-Simpson Road  
Mason, Ohio 45040  
(613) 336-1728

CROWN POINT SUBDIVISION SECTION 6	CKD BY
SITUATED IN SEC. 33, TOWN 3, RANGE 5, 9TH CLEARCREEK TOWNSHIP HARDEN COUNTY, OHIO	DWN BY TDA
SCALE: 1 INCH = 50 FEET	JN: ECCK04
	DATE: 12/15/15
	SHT 2 OF 2

98/41

# Resolution

Number 19-0559

Adopted Date May 07, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION AND OPERATIONAL TRANSFER FOR COUNTY COMMISSIONERS' FUND #11011110

WHEREAS, a supplemental appropriation and operational transfer is necessary in order to process payment for interest and principal for the Radio System debt; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer to process payment for interest and principal for the Radio Systems debt:

## Supplemental Appropriation

\$910,440.00 into #11011110-5997 (Commissioners - Operational Transfer)

## Operational Transfers

\$ 55,440.00 from #11011110-5997 (Commissioners - Operation Transfer)  
into #3368-49000 (Radio Bond - Distributions/Transfers)

\$855,000.00 from #11011110-5997 (Commissioners – Operational Transfer)  
into #3368-49000 (Radio Bond – Distributions/Transfers)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. File  
Operational Trans. File  
Commissioners' file  
OMB

# Resolution

Number 19-0560

Adopted Date May 07, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS CAPITAL  
CASE FUND #11011221

BE IT RESOLVED, to approve the following supplemental appropriations:

\$100,000.00	into	#11011221-5415	(CP Capital - Indigent Attorney Fees)
\$ 20,000.00	into	#11011221-5400	(CP Capital – Purchased Services)
\$ 5,000.00	into	#11011221-5441	(CP Capital – Jury/Witness Fees)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental Appropriation file  
Common Pleas (file)  
OMB – S. Spencer

# Resolution

Number 19-0561

Adopted Date May 07, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO FRANKLIN MUNICIPAL COURT  
FUND #11011271

BE IT RESOLVED, to approve the following supplemental appropriation:


\$10,500.00 into #11011271-5155 (Franklin Municipal Personal Services Reimb)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Franklin Municipal Court (file)  
OMB



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

# Resolution

Number 19-0562

Adopted Date May 07, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 64,000.00 from #11012300-5320 (Capital Purchases)  
into #11012300-5310 (Vehicle Capital OutLay)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 19-0563

Adopted Date May 07, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND  
#2206

BE IT RESOLVED, to approve the following appropriation adjustment:

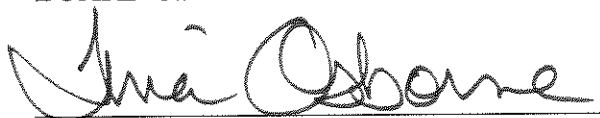
\$31,000.00 from #22062700-5320 (Capital Purchases)  
into #22062700-5310 (Vehicle Capital Purchases)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Dog & Kennel (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-0564

Adopted Date May 07, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Brittney Whitaker and Molly Miller:


\$3,100.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0565

Adopted Date May 07, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
MAY 9, 2019

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 9, 2019.

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

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

Resolution adopted this 7<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Auditor   
Commissioners file  
Press