

Resolution

Number 17-1480

Adopted Date September 26, 2017

HIRE SHAWN MARTIN AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Shawn Martin , as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #13, \$14.81 per hour, effective October 16, 2017, subject to a negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Martin will be required to obtain a Class I Water Supply Works Operator's License within eighteen (18) months of his start date to maintain employment.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Shawn Martin's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

Resolution

Number 17-1481

Adopted Date September 26, 2017

HIRE TAMEKA PHILLIPS, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Tameka Phillips, as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$18.30 per hour, under the Warren County Job and Family Services compensation plan, effective October 16, 2017, subject a negative drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Phillips will not receive the typical three percent (3%) increase upon completion of probation.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Tameka Phillips' Personnel file
OMB – Sue Spencer

Resolution

Number 17-1482

Adopted Date September 26, 2017

HIRE BETHANY BIRD, ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Bethany Bird, Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$18.30 per hour, under the Warren County Job and Family Services compensation plan, effective October 16, 2017, subject a negative background check, negative drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Bird will not receive the typical three percent (3%) increase upon completion of probation.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Bethany Bird's Personnel file
OMB – Sue Spencer

Resolution

Number 17-1483

Adopted Date September 26, 2017

HIRE ZACHARY THOMPSON AS DEPUTY DOG WARDEN, WITHIN THE WARREN COUNTY DOG AND KENNEL DEPARTMENT

BE IT RESOLVED, to hire Zachary Thompson, as Deputy Dog Warden in the Warren County Dog and Kennel Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #12, \$14.56 per hour, effective October 16, 2017, subject to a negative drug screen and to a 365-day probationary period; and

BE IT FURTHER RESOLVED, that Mr. Thompson will not receive the typical three percent (3%) increase upon completion of probation.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Z. Thompson's Personnel file
Dog/Kennel (file)
OMB – Sue Spencer

Resolution

Number 17-1484

Adopted Date September 26, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DARRIN SPARKS WITHIN THE WARREN COUNTY GARAGE

WHEREAS, Darrin Sparks, Mechanic II within the Warren County Garage, has successfully completed his 365-day probationary period, effective September 26, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Darrin Sparks' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.56 per hour, effective pay period beginning September 30, 2017.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage (file)
D. Sparks' Personnel File
OMB – Sue Spencer

Resolution

Number 17-1485

Adopted Date September 26, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ROBERT RUSSELL,
CHIEF MECHANIC, WITHIN THE WARREN COUNTY GARAGE

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Robert Russell, Chief Mechanic; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Robert Russell, not to exceed twelve (12) weeks; pending further documentation from Mr. Russell's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage (file)
R. Russell's FMLA file
OMB – Sue Spencer

Resolution

Number 17-1486

Adopted Date September 26, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JESSICA STOHLMAN, CUSTODIAL WORKER I, WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jessica Stohlman, Custodial Worker I; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Jessica Stohlman not to exceed twelve (12) weeks; pending further documentation from Ms. Stohlman's physician.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
J. Stohlman's FMLA file
OMB- Sue Spencer

Resolution

Number 17-1487

Adopted Date September 26, 2017

NAME AMY POND INTERIM EXECUTIVE DIRECTOR OF THE WORKFORCE INVESTMENT BOARD AND APPROVE A TEMPORARY PAY INCREASE

WHEREAS, the Workforce Investment Board has requested to name Amy Pond as the Interim Executive Director of the Workforce Investment Board as a result of the resignation of the former Executive Director; and

NOW THEREFORE BE IT RESOLVED, to name Amy Pond as Interim Executive Director of the Workforce Investment Board and approve a temporary pay increase for Ms. Pond to \$2,115.38 bi-weekly, exempt status, effective pay period beginning September 16, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Workforce Investment Board (file)
Amy Pond's Personnel file
OMB – Sue Spencer

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

Resolution

Number 17-1488

Adopted Date September 26, 2017

APPOINT MATTHEW FETTY AS THE DIRECTOR FOR WARREN COUNTY
OHIO MEANS JOBS DEPARTMENT

WHEREAS, it is the desire of the Board of County Commissioners to appoint Matthew Fetty as
Director, of the Warren County OhioMeansJobs Department; and

NOW THEREFORE BE IT RESOLVED, to appoint Matthew Fetty, as the Director for the Warren
County OhioMeansJobs Department, effective September 26, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
M. Fetty's Personnel file
OMB – Sue Spencer

Resolution

Number 17-1489

Adopted Date September 26, 2017

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE PROCUREMENT REQUEST FOR QUALIFICATIONS ASSOCIATED WITH ARCHITECTURAL SERVICES FOR THE WARREN COUNTY JUVENILE JUSTICE CENTER ROOFING PROJECT

WHEREAS, this Board intends to issue a request for qualifications for architectural services associated with the Warren County Juvenile Justice Center Roofing Project; and

WHEREAS, it is the desire of this Board to establish a review committee to review the request for qualification submittals received prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Warren County Juvenile Justice Center Roofing Project:

- **Trevor Hearn, Warren County Director of Facilities**
- **Jerry Spurling, Warren County Chief Building Official**
- **Tony Brigano, Warren County Probate Juvenile Court Administrator**
- **Tony Miller, Warren County Juvenile Detention Center Superintendent**

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: OMB Bid file
Juvenile Court (file)
Facilities Management (file)
Appointees

Resolution

Number 17-1490

Adopted Date September 26, 2017

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN, AS COLLABORATIVE PARTNER, THE CITY OF LEBANON'S AMENDED GRANT AGREEMENT AND AN ADDENDUM TO THE GRANT AGREEMENT RELATIVE TO REDEVELOPMENT FUNDS MADE AVAILABLE DUE TO THE RELOCATION OF THE HARNESS RACING FROM THE WARREN COUNTY FAIRGROUNDS

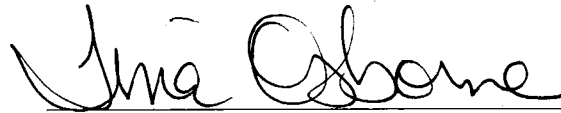
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign, as collaborative partner, the City of Lebanon's amended grant agreement and addendum to the grant agreement to be submitted to the State of Ohio relative to Fairgrounds Redevelopment funds; said amendment and addendum are attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ll/

cc: c/a – City of Lebanon
City of Lebanon (file)
T Zindel

SECOND AMENDMENT TO GRANT AGREEMENT

This Second Amendment to Grant Agreement (the "Second Amendment") is made and entered into by and between the **State of Ohio, Development Services Agency** (the "Grantor") and the **City of Lebanon** (the "Grantee"). This Second Amendment shall have Control Number **RED14103B**.

BACKGROUND INFORMATION

- A. The Grantor and the Grantee entered into a Grant Agreement dated **May 26, 2015** with Control Number RED14103 (the "Original Agreement"). The Original Agreement was subsequently modified by a First Amendment to the Grant Agreement dated **October 26, 2015**. The Original Agreement together with the First Amendment shall be collectively referred to as the "Agreement."
- B. The Grantor and the Grantee desire to modify certain provisions of the Agreement as provided herein.

STATEMENT OF THE AGREEMENT

In consideration of the mutual covenants contained herein, the Grantor and the Grantee hereby agree as follows:

- 1. The Project Completion Date on Page 1 of the Grant Agreement is hereby modified from April 15, 2018 to **December 31, 2018**.
 - 2. Except as amended herein, the Agreement shall remain in full force and effect in accordance with its terms.
- The parties have duly executed this Second Amendment to the Agreement as of the last date set forth below.

GRANTEE:

City of Lebanon

By: _____
Print: _____
Title: _____
Date: _____

GRANTOR:

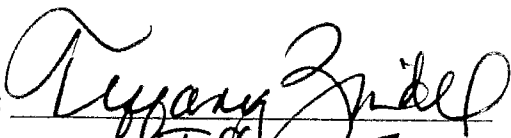
State of Ohio
Development Services Agency

David Goodman
Director, Development Services Agency

By: _____
Print: _____
Title: _____
Date: _____
(Effective Date of Second Amendment)

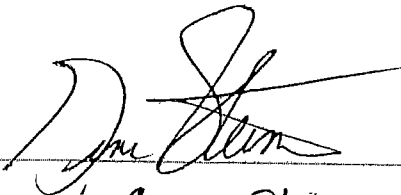
Acknowledged by:

Warren County Board of Commissioners

By: 
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 9-26-17

Acknowledged by:

Warren County Agricultural Society

By: 
Gene Steiner
WCAS President
9.14.17

ADDENDUM TO RACETRACK REDEVELOPMENT FUND GRANT AGREEMENT

THIS ADDENDUM TO GRANT AGREEMENT (the "Addendum") is made and entered by and between the State of Ohio, Development Services Agency (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and the City of Lebanon (the "Grantee") with respect to the Grantee's participation in the Racetrack Redevelopment Program.

BACKGROUND INFORMATION

- A. The Grantor and the Grantee entered into a Grant Agreement (the "Original Agreement") with an Effective Date of May 26, 2015. The Original Agreement together with this Addendum shall be collectively referred to as the "Agreement."
- B. The Grantor and the Grantee desire to modify certain provisions of the Agreement as provided herein.

STATEMENT OF THE AGREEMENT

The Grantor and the Grantee agree that the Agreement is amended as follows:

- 1. Exhibit I is revised to include additional Projects funded by the Agreement. Additionally, Uses of Funds are hereby revised to include the new projects and reallocation of funds for already approved projects. Exhibit I-Addendum is attached hereto and incorporated into the Agreement.
- 2. Except as amended herein, the Agreement shall remain in full force and effect in accordance with its terms.

The parties have duly executed this Addendum as of the last date set forth below.

Grantee:

City of Lebanon

By: _____

Printed Name: _____

Title: _____

Date: _____

Grantor:

Ohio Development Services Agency

By: _____

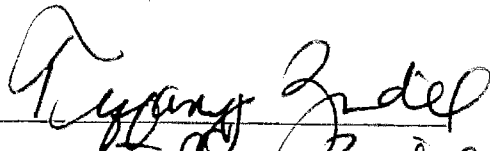
Printed Name: _____

Title: _____

Date: _____

Acknowledged by:

Warren County Board of Commissioners

By: 
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 9-26-17

Acknowledged by:

Warren County Agricultural Society

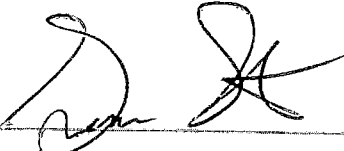
By: 
Gene Steiner
WCA's President
9.14.17

EXHIBIT 1

Scope of Work and Project Budget

Grantee Name	City of Lebanon		
Project Contact (name, title, address, phone and e-mail)	Jason Millard, Economic Development Director, City of Lebanon 50 South Broadway Lebanon, OH 45036 513-228-3172 jmillard@lebanonohio.gov		
Collaborative Partner Contact, if applicable (name, title, address, phone and e-mail)	Tiffany Zindel, Warren County Administrator 406 Justice Drive Lebanon, OH 45036 513-695-1241 tiffany.zindel@co.warren.oh.us		

Project Name	Warren County Fairgrounds - Redevelopment Plan: Budget Amendment
Property Address	665 N. Broadway, Lebanon, OH 45036
Acreage	97.7480
Parcel Number(s)	12062270012, 12062520031, 12062270011, 12062520050, 12062030010.
Latitude and Longitude Center of Property	39.4466206, -84.2089849

Grant Funds Requested	\$1,500,000
Leveraged Funding, If applicable	\$35,500
Total Project Costs	\$1,535,500

Current Property Owner	Warren County Board of Commissioners
If the Grantee or Collaborative Partner is not the current owner	
Access agreement in place	If Yes, provide a copy of the agreement If No, provide a status update Copy of Lease Provided
Purchase agreement in place	If Yes, provide a copy of the agreement If No, provide a status update if purchase agreement is needed

Required Attachments:

- A. Project Summary and Cost Estimate Document
- B. Project Sources and Uses of Funds
- C. Project Schedule
- D. Applicable Reports
- E. Project Area (Map and Description)

ATTACHMENT A: PROJECT SUMMARY AND ESTIMATED COSTS (PHASE 1 & 2):

1. Project Summary and Anticipated Outcomes

Redevelopment Plan:

Phase 1: This phase of the project is to begin up-dating 21 buildings on the property.

- Repair buildings 1-17: There are horse barns in need of roof/gutter repair and some electrical up-grades. Total of \$172,344.
- Buildings A, C, and D: These are the most rentable and in-demand facilities for private and public events. These buildings will be receiving up-grades and improvement to restrooms, exterior facades and entrances, as well as HVAC and electrical work. Total of \$355,467.40.
- A new Activities Building (Barn I) will be constructed to provide year round rental ability that is designed for smaller rental & exhibit space needs, as well as an additional show ring for the expanding small animal and county bred Fair project areas. This 60 x 80 square foot facility would be located west of Bldg. D, would be fenced as part of the C, D, E complex. Total of \$198,395 plus an external \$50,000 (leveraged through Ohio Dept. of Agriculture).
- Asphalt resurfacing of the main access driveways to the property, Building A parking lot and the main access drives to Buildings C, D, and E complex as well as parking lot lighting updates. Total of \$235,095.
- The improvement of the 1,940 linear front footage of the property with a streetscape plan that includes installing new black iron fencing with stone columns and new signage at the property entrance; begin the planting of a landscaping program that includes the planting of trees along the front of the property and increase the amount of green space on the property. Total costs: \$177,267.

Phase 2: This phase of the project is to begin demolition of the Grandstand Building.

- This phase of the redevelopment will include not only the demolition of the Grandstand Building, but also the removal of concrete slab, capping utilities 5-10 feet from outside of structures, an asbestos survey, and removal of asphalt 5-10 feet from the building. The total estimated project cost is \$186,100.
- The decision has been made to demolish the Grandstand Building on the fairgrounds site. This demolition of the existing two-story, 36,000 sq. ft. building will ultimately lead to the construction of a new 15,000 sq. ft. event center with an additional 10,000 sq. ft. of covered outdoor space. The cost for this event center is estimated to be \$3-\$4 million. \$87,831.60 of RRF grant funds are requested for use on this new event center with the remaining money being generated locally.
- Funding for utilities throughout the site. These utility upgrades will not include paving upgrades and will help all buildings and the overall site reach required standards for both internal and external utilities. A main focus for utility upgrades will surround required electrical work on-site. Total RRF grant funding requested: \$87,500.

ATTACHMENT B: PROJECT ACTIVITY COSTS, SOURCES AND USES (PHASE 1)

I. Engineering or Design Services – David Helmer's Architects Associated out of Dayton, Ohio is providing architectural and engineering services for the new 60'X80' Activities Building as well as Building I. Mr. Helmers is under contract currently for the preliminary design including field measurements, topo survey, building code review, site plan, floor plan, building elevations and a cost estimate of the building.

II. Environmental Assessment/Remediation - No Environmental Assessment/Remediation is necessary for any of the planned projects in this application. These services will be necessary when the time comes to renovate or demolish the Grandstands (Bldg. G.) The County intends on utilizing grant funds for these services in our Phase 2 application.

III. Environmental Assessment/Remediation - No Environmental Assessment/Remediation is necessary for any of the planned projects in this application. These services will be necessary when the time comes to renovate or demolish the Grandstands (Bldg. G.) The County intends on utilizing grant funds for these services in our Phase 2 application.

IV. Infrastructure – The site has full access to North Broadway and the following utilities are in service to the property: electric, natural gas, water, and sanitary sewer. The County anticipates some new public infrastructure upgrades and a resurfacing of Bldg. A parking lot and main access drives to Bldg. C, D, and E complex as well as parking lot lighting.

V. Demolition – no site demolition work are anticipated until a decision is made on whether to demolish or renovate the Grandstands (Bldg. G). The County intends on utilizing grant funds for these services in our Phase 2 application.

VI. Site Work – Anticipated site work at this time on the property will be for ancillary development activities in a streetscape plan that includes the installation of approximately 900 lineal feet of black iron fencing with stone pillars to match the existing 1902 stone entrances; the planting of trees along the fence line, new entrance signage, and survey work for the new event center.

VII. Construction – A new Activities Building is proposed to the west of Bldg. D and on the south side of Bldg. I, measuring 60' X 80'. The structure will be a pole structure with trusses and metal siding and a concrete floor. It will be a an added value to the complex that is adjacent to the restrooms below Building E and will be fences as part of the C,D,E, complex. This building will be available for rental year round as a smaller venue option. The estimated total cost of this new construction is \$198,395 of which we are eligible for a \$50,000 grant from the Ohio Department of Agriculture.

VIII. Rehabilitation - Rehabilitation activities are planned for Building A, C, D and the Horse Barns.

Building A -- requires a long overdue upgrades that include complete remodeling and renovations for the bathrooms with ADA accommodations, a Kitchenette for catering and food service, replacement of ceiling tiles, HVAC expansion (rear half of building (6,000 sq. ft.) and General construction to the interior and exterior.

Buildings C & D – needs additional, energy efficient, lighting fixtures along with a covered walkway connecting the two buildings. This walkway will include lights and gutters. Building C also requires an Infrared heating system for year round event rental and use.

Horse Barns – several of the Horse Barns on the north side of the property are in need of roofing & gutter repairs as well as upgrade of the electric service. These improvements are needed to maintain and grow the rental base for boarding horses. This base currently generates \$450,000 a year.

IX. Professional Services – Below are 3 companies that were hired to provide professional services for a review of the Fairgrounds electrical needs, recommended building improvements and some Master Planning of the entire property. These companies have already been paid with local resources and no funds are being requested for Professional Services.

- APEC Electrical Consultant was secured in 2014 to perform a complete electrical evaluation and recommend upgrades, for all planned work in application, including lighting up-dates. No funds are being requested for this cost, however the results of the study are included in Attachment D for reference.

- Kleinger Consulting Group was secured in 2015 to create a Master Plan for the Fairgrounds. No Funds are being requested for this cost, however the results of the study are included in Attachment D for reference.

- Transystems Corporation, was secured to assist our Fairgrounds Redevelopment Planning Committee in June 2013. The scope of services is included in Attachment D for reference.

X. Administrative Costs – The Grantee is not requesting reimbursement for administrative costs.

XI. Other – no additional costs identified at this time.

ATTACHMENT B: PROJECT ACTIVITY COSTS, SOURCES AND USES (PHASE 2)

- I. **Engineering or Design Services**
 - a. There will be no engineering or design services needed for this phase of the application.
- II. **Environmental Assessment/Remediation**
 - a. A portion of this phase of the application will go toward remediation. This remediation will include an asbestos survey/environmental report. The estimated costs for this study are \$28,500. The cost of this survey will be covered by local sources and will not be funded by the RRF Grant.
- III. **Infrastructure**
 - a. There will be no infrastructure improvements needed for this phase of the application.
- IV. **Demolition**
 - a. All of the requested funding in this phase of the application will go toward demolition. The demolition will be for the entire Grandstands Building. This will include capping utilities and removing asphalt within 5-10 feet of the building. The entire demolition portion of the project is estimated to cost \$186,100.
- V. **Site Work**
 - a. There will be no site work needed for this phase of the application.
- VI. **Construction**
 - a. There will be no construction needed for this phase of the application.
- VII. **Rehabilitation**
 - a. There will be no rehabilitation needed for this phase of the application.
- VIII. **Professional Services**
 - a. Below are 3 companies that provided professional services for a review of the fairgrounds' electrical needs, building improvements, and master planning of the entire property. These studies include recommendations which are pertinent to both Phase I and Phase II of the Warren County Fairgrounds Redevelopment Project. They were already paid with local resources and no funds are being requested for Professional Services.
 - APEC Electrical Consultant was secured in 2014 to perform a complete electrical evaluation and recommend upgrades, for all planned work in application, including lighting up-dates. No funds are being requested for this cost, however the results of the study are included in Attachment D for reference.
 - Kleinger Consulting Group was secured in 2015 to create a Master Plan for the Fairgrounds. No Funds are being requested for this cost, however the results of the study are included in Attachment D for reference.
 - Transystems Corporation, was secured to assist our Fairgrounds Redevelopment Planning Committee in June 2013. The scope of services is included in Attachment D for reference.

IX. Administrative Costs

- a. The Grantee is not requesting reimbursement for administrative costs. The Fair Board will need offices relocated prior to demolition, but this estimated \$7,000 cost will be covered by local sources.

X. Other

- a. No additional costs identified at this time.

DETAILED BUDGET

a. 665 N. Broadway Fairgrounds Redevelopment Plan – Phase 1 & 2

1. List of Funding Sources

PROJECT ACTIVITY	COST	FUNDING SOURCE	GRANT ELIGIBLE	Other Funding
Remodel of Bldg. A	\$275,881.98	RRF Grant (All)	Yes	No
Streetscape	\$177,267	RRF Grant (All)	Yes	No
Buildings C & D	\$79,585.42	RRF Grant (All)	Yes	No
New Activities Bldg.	\$248,395	RRF Grant (\$198,395)	Yes	\$50,000
Horse Barns	\$172,344	RRF Grant (All)	Yes	No
Paving	\$235,095	RRF Grant (All)	Yes	No
Consultant Services	\$65,000	COUNTY	Yes	\$65,000
Grandstand Demo.	\$186,100	RRF Grant (All)	Yes	No
Asbestos Study/Env.	\$28,500	COUNTY	Yes	No
Temporary Offices	\$7,000	COUNTY	No	No
Upgraded Utilities	\$87,500	RRF Grant (All)	Yes	No
Event Center	\$3-4 Million	RRF Grant (\$87,831.60)	Yes	Balance

PROJECT DESCRIPTIONS

1. Remodeling of Building A: Building A welcome guests to the Fairgrounds, and funding will provide long overdue upgrades to this facility. These upgrades ensure ADA accommodation, increase efficiency of the electric and HVAC systems, ensure safety of guests, and improve aesthetic appeal which allows the Fair Board to increase rentals and revenue. These upgrades comply with recommendations made in electrical evaluation by APEC in 2014. Also, funding is needed to construct a 350 ft fence that borders Building A and separates this building from the boarding facilities ensuring safety of boarders and guests.

TOTAL: \$ 275,881.98

2. Streetscape – funding to complete necessary streetscape enhancements such as a safe and well designed entry/exit traffic pattern and a pleasing streetscape along this main corridor through the County and County seat. Also, funding is needed to construct 1940 ft of 6' high ornamental black metal fence, accented with stone columns at the entrances and the property corners to secure the Grounds.

TOTAL: \$ 177,267.00

3. Upgrades to Bldg. C and Bldg. D. - Funding to provide additional energy efficient light fixtures in Bldg. C and Bldg. D, heat in Bldg. C for year-round event rentals, and a covered walkway between the buildings to expand the indoor space to the outdoors as well as cover the restroom facilities. All these renovations allow for increased rentals and revenue which has been limited to 6-7 months of the year. These recommendations comply with suggestions made by Kleinger Consulting Group and APEC in 2015.

TOTAL: \$ 79,585.42

4. Proposed Activities Building (Barn I) – Funding for a facility to provide year-round rental ability that is designed for smaller rental & exhibit space, as well as an additional show ring for the expanding small animal and county-bred Fair project areas. This 60 x 80 square foot facility would be located west of Bldg. D, would be fenced as part of the C, D, E complex.

The estimate for this new construction is \$198,395.00. (Note: A \$50,000 grant toward this cost is being leveraged through the Ohio Dept. of Agriculture.)

5. Horse Barns – The horse barns require roofing and electrical improvements. The Warren County Fairgrounds has 500 stalls, and is currently operating at 80% capacity. These horsemen train daily at track on the Grounds. In order to continue growth of this rental base, an investment in these boarding facilities is necessary.

TOTAL: \$172,344.00

6. Paving and Infrastructure – repaving Bldg. A parking lot and main access drives to Bldg. C, D, and E complex as well as parking lot lighting updates.

TOTAL: \$235,095.00

7. Demolition of the Grandstand: The Grandstand Building is a central feature on the Fairgrounds property. The decision was made to demolish the building rather than try for rehabilitation as those costs would likely be prohibitive. The demolition of the Grandstand Building will pave the way for a new 15-25K sq. ft. event center in the same location. This new event center will cost nearly \$3-4 million and will be covered by local sources.

TOTAL: \$186,100.00

8. Asbestos Study/Environmental: An asbestos study is required for the Grandstands Building prior to demolition. This study will ensure compliance with environmental regulations during the process of completing items listed in this Phase 2 application.

TOTAL: \$28,500.00

9. Temporary Offices: The Fair Board will need offices relocated prior to demolition, as they are currently located in the Grandstand Building. This estimated \$7,000 cost will be covered by local sources.

TOTAL: \$7,000.00

10. Event Center: Funding for a new facility that will provide year round rental ability. This building will feature conference space that will be available for various events, banquets, receptions & consumer shows. This space will allow increased traffic to the site and to the City of Lebanon by both the local and non-local population. This building will be located on the site of the former Grandstand which is being demolished as part of the Fairgrounds Redevelopment. *Note: The overall project is estimated to cost \$3-\$4 Million to complete. The balance of funds needed to complement the RRF grant amount will be provided by local sources.*

TOTAL: \$87,831.60

11. Utilities: Funding for utilities throughout the site. These utility upgrades will not include paving upgrades and will help all buildings and the overall site reach required standards for both internal and external utilities. A main focus for utility upgrades will surround required electrical work on-site.

TOTAL: \$87,500.00

TOTAL FUNDING REQUEST: \$1,500,000

Remaining Balance of the \$1.5M after Phase 1 & 2: \$0

Project Readiness

- a. No additional activities are required prior to beginning any of the projects included in this Phase 1 & 2 redevelopment plan.
- b. Project Timeline – The County will be abiding by all statutory bidding requirement but will be working dilligently to get bid documents prepared and advertised very quickly after State approval of funding. It is anticipated that all work will be started as soon as possible after funding approval and completed over the next 6-7 months.

Bid	\$	247,114.50		\$	198,395.00		\$	186,100.00	NEW	NEW	Total
		Remodel Bldg A	Streetscape	Bldg C & D	New Activities Bldg Barn I	Horse Barns	Paving	Demolition	Upgraded Utilities	Event Center	
Orig Budget	\$	180,000.00	\$ 165,000.00	\$ 80,000.00	\$ 150,000.00	\$ 295,000.00	\$ 300,000.00	\$ 330,000.00	\$ -	\$ -	\$ 1,500,000.00
Revised Budget	\$	275,881.98	\$ 177,267.00	\$ 79,585.42	\$ 198,395.00	\$ 172,344.00	\$ 235,095.00	\$ 186,100.00	\$ 87,500.00	\$ 87,831.60	\$ 1,500,000.00
Increase/Decrease	\$	95,881.98	\$ 12,267.00	\$ (414.58)	\$ 48,395.00	\$ (122,656.00)	\$ (64,905.00)	\$ (143,900.00)	\$ 87,500.00	\$ 87,831.60	\$ -

Bldg A Fence should be with Bldg A Renovation

Utilities moved to new category (this isn't paving)
Fence moved to Bldg A

Resolution

Number 17-1491

Adopted Date September 26, 2017

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2017 Community Development Block Grant (CDBG) Entitlement Program; and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

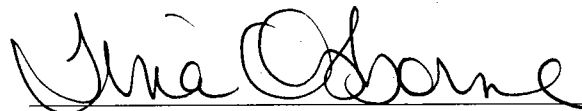
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—HUD
OGA (file)
HUD

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) County Of Warren	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Dr Lebanon, OH 45036-2385	4. Date use of funds may begin 05/01/2017	
	5a. Project/Grant No. 1 B-17-UC-39-0009	6a. Amount Approved \$682,397.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Jorgelle R. Lawson		Grantee Name County Of Warren	
Title CRD Director		Title President	
Signature 		Signature 	
Date (mm/dd/yyyy) SEP 12 2017		Date (mm/dd/yyyy) 09/26/2017	
7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 06/29/2017	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified SEP 12 2017	
9c. Date of Start of Program Year 05/01/2017			
11. Amount of Community Development Block Grant			
		FY (2017)	FY (2016)
a. Funds Reserved for this Grantee		\$682,340.00	\$ 57.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature N/A

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Funding Approval & Community Development Block Grant (CDBG) Agreement

Attachment

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of Indirect Costs, pursuant to 2 CFR 200, Subpart E-Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreements that are returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the Indirect Cost Rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the Direct Cost base to which the rate will be applied. Do not include Indirect Cost Rates for sub-recipients.

<u>Administering Department/Agency</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base *</u>
	%	
	%	
	%	

* Specify the type of cost base utilized; e.g., Modified Total Direct Costs (MTDC). Do not include amounts.

- (c) In addition to the conditions contained on form HUD-7082, the Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov); and the Federal Funding Accountability and Transparency Act as provided in 2 CFR Part 25, Universal Identifier and System for Award Management, and 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.
- (d) The Grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-related, communication-related, water-related, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or Brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or Unit of General Local Government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- (f) E.O. 12372 -- Not applicable in Ohio.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to Section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements". (Source – P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Resolution

Number 17-1492

Adopted Date September 26, 2017

APPROVE A SUBSIDY GRANT AGREEMENT ADDENDUM TO OHIO DEPARTMENT OF REHABILITATION AND CORRECTION MODIFYING THE PROBATION IMPROVEMENT AND INCENTIVE FUNDING ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, on behalf of the Warren County Common Pleas Court, Resolution 17-1306 approved a subsidy grant agreement with the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for Probation Improvement and Incentive Funding; and

WHEREAS, this addendum modifies the Fiscal Year 2018 Community Based Correction Program 407 subsidy Probation Improvement and Incentive Grant Agreement; and

WHEREAS, said modification award shall increase the original grant award by \$34,662;

NOW THEREFORE BE IT RESOLVED, to approve said addendum, as attached hereto and made a part hereof, to the Ohio Department of Rehabilitation and Correction Subsidy Grant Agreement for Probation Improvement and Incentive funding resulting in an increase of \$34,662 for a total amount of \$86,397 for Fiscal Year 2018 (July 1, 2017 to June 30, 2018); and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Vsp\

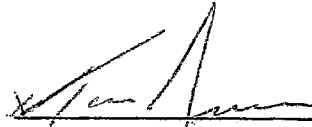
cc: c/a – ODRC
Community Corrections (file)
OGA (file)
Auditor's office

**ADDENDUM TO
COMMUNITY-BASED CORRECTIONS PROGRAMS
407 SUBSIDY GRANT AGREEMENT**

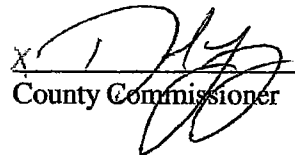
This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Warren County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy Probation Improvement and Incentive Grant agreement in the amount of \$51,735.

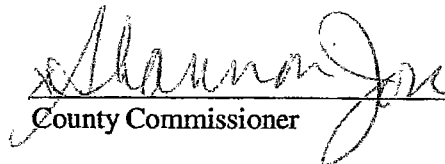
The grant award shall be increased by \$34,662 to \$86,397 effective on the date approved by the Managing Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2018) will not in any case exceed \$86,397.

Christopher Galli 9-15-17
Christopher Galli, Chief Date
Bureau of Community Sanctions


 9/26/17
County Commissioner Date

Cynthia Mausser 9-15-17
Cynthia Mausser, Managing Director Date
Division of Parole & Community Services

 9/26/17
County Commissioner Date

 9/26/17
County Commissioner Date

Mayor/City Manager Date

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 17-1493

Adopted Date September 26, 2017

AMEND THE TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to amend the contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services increasing the per unit cost to \$35.00 contract beginning 7/1/17 and ending 6/30/18; contract attached hereto and made a part hereof:

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Interfaith Hospitality Network
Human Services (file)

**AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**

WHEREAS, a Contract was entered into on May 23, 2017 with an effective date of July 1, 2017 and ending on June 30, 2018 between the Warren County Board of Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services and Interfaith Hospitality Network of Warren County, hereinafter jointly referred to as "the Parties" and

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

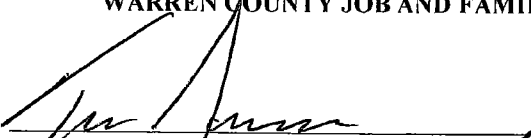
- 1) Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. The unit cost shall be \$22.24 per unit cost. Unit of cost shall be per eligible individual per day that services are provided.

NOW, THEREFORE, the Parties agree to amend the Sub-Grant Agreement as follows:

- 1) Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. The unit cost shall be \$35.00 per unit cost. Unit of cost shall be per eligible individual per day that services are provided. (Exhibit A)
- 2) Maximum compensation for the new Sub-Grant Agreement period of July 1, 2017 through June 30, 2018 not to exceed **\$166,000.00**.

All other terms, conditions and provisions of the Interfaith Hospitality Network of Warren County Sub-Grant Agreement shall remain in full force and effect for the term of the Sub-Grant Agreement as entered into on May 23, 2017 by Resolution #17-0800 of the Warren County Board of Commissioners.

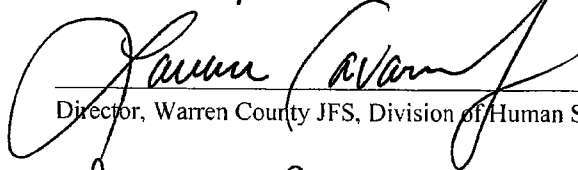
WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

9/26/17


Date



Director, Warren County JFS, Division of Human Services

9/13/17

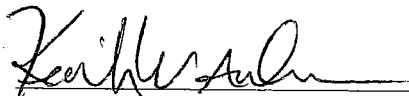
Date



Linda A. Rabolt, Executive Director IHNWC

9-18-17

Date



Keith Anderson, Assistant Prosecutor

9-11-17

Date



Interfaith Hospitality Network of Warren County

203 East Warren Street
Lebanon, OH 45036 Phone (513) 934-5250
Connecting people who care with people in need.

Exhibit A

August 31, 2018

Ms. Lauren Cavanaugh, Director
Warren County Job and Family Services
416 South East Street
Lebanon, Ohio 45036

Dear Lauren,

Thank you for this opportunity to request an increase in the per unit cost for the TANF contract with the Interfaith Hospitality Network of Warren County.

I have attached the 2015-2016 Comparison of IHN Direct Cost per Occupancy form. In using the network only related expenses divided by the total occupancy units (bed nights) for calendar years 2015 and 2016 we show a per unit cost of \$70.00 and \$73.00 respectively.

With this calculation, I would like to suggest that we amend the current contract to \$35.00 per unit which will reflect 50% of the actual cost per unit.

We are asking for this change as it is a more accurate accounting of our costs.

I thank you for your kind consideration of this request. Should you need additional information, do not hesitate to contact me.

The funding from TANF funds is allowing the Interfaith Hospitality Network of Warren County to continue to provide a program that reflects the need for accountability and responsibility for our clients in order for them to become self-sufficient and housed. We will as always, continue to be good stewards of all funds received.

With gratitude,

Linda A. Rabolt
Executive Director

INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY
Preliminary Financial Report - 2016 Compared to Audited 2015 Results

<u>IHN Direct Cost per Occupancy Unit</u>	<u>Dec 2016</u>	<u>Dec 2015</u>	<u>Current to Prior</u>
	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year Over/Under</u>
	<u>2016</u>	<u>2015</u>	<u>Excludes</u>
Total 6560 · Payroll Expenses	167,174.41	164,849.60	HCRP/OBB
Total 7000 · Family Services	103,904.22	106,976.16	East/Cherry St.
7132 · Drug Testing	3,064.00	2,096.00	repairs, utilities
Direct Network Related Costs	274,142.63	273,919.76	
Units of Occupancy			
1st Quarter	720	972	
2nd Quarter	933	982	
3rd Quarter	1,072	989	
4th Quarter	1,017	973	
Total Units of Occupancy	3,742	3,916	
Direct Network Cost per Unit	\$ 73	\$ 70	

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

Resolution

Number 17-0800

Adopted Date May 23, 2017

AMEND THE TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


BE IT RESOLVED, to amend the contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$166,000.00 TANF/PRC funds for 7/1/17, ending 6/30/18; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 23rd day of May 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A- Interfaith Hospitality Network
Human Services (file)

**AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**

WHEREAS, a Contract was entered into on January 10, 2017 with an effective date of January 1, 2017 and ending on June 30, 2017 between the Warren County Board of Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services and Interfaith Hospitality Network of Warren County, hereinafter jointly referred to as "the Parties" and

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

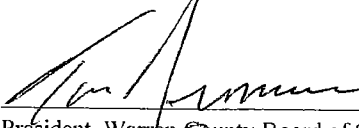
- 1) Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed \$83,000.00, which is 6 months of the original proposed amount of \$166,000 for the period of January 1, 2017 thru June 30, 2017 at which time the agreement may be renewed through addendum and the amount can be increased as determined by both parties. (Exhibit A).
- 2) This Sub-grant Agreement shall be effective January 1, 2017 and shall terminate on June 30, 2017. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective July 1, 2017 for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business July 10, 2017.

NOW, THEREFORE, the Parties agree to amend the Sub-grant Agreement as follows:

- 1) To renew the Sub-grant Agreement for one (1) SFY year effective **July 1, 2017, through June 30, 2018** with the same terms and conditions. The services of the Sub-recipient are to commence immediately upon execution of the Sub-grant Agreement amendment and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business July 10, 2018.
- 2) Maximum compensation for the new Sub-grant Agreement period of July 1, 2017 through June 30, 2018 not to exceed **\$166,000.00**.

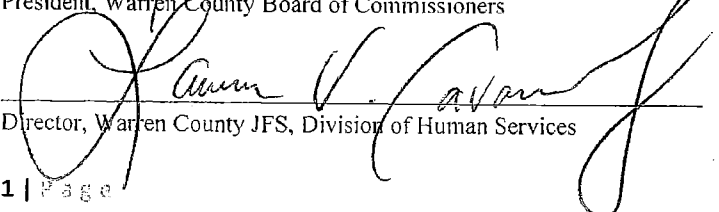
All other terms, conditions and provisions of the Interfaith Hospitality Network of Warren County Sub-grant Agreement shall remain in full force and effect for the term of the Sub-grant Agreement as entered into on January 10, 2017 by Resolution #17-0037 of the Warren County Board of Commissioners.

WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

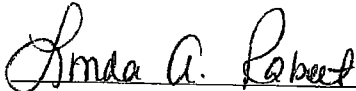
5/23/17
Date



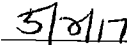
Director, Warren County JFS, Division of Human Services

4/25/2017
Date

AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY



Linda A. Rabolt, Executive Director IHNWC

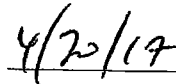


Date



~~Keith Anderson~~, Assistant Prosecutor





Date

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

Resolution

Number 17-0037

Adopted Date January 10, 2017

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$83,000.00 TANF/PRC funds for 1/1/17, ending 6/30/17; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 10th day of January 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Interfaith Hospitality Network
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Interfaith Hospitality Network of Warren County;

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

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

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

"Sub-recipient" means Interfaith Hospitality Network of Warren County; 203 E. Warren Street, Lebanon OH 45036.

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

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose reaching self-sufficiency, and housing for children and families.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the IHNWC PRC Proposal as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

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

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

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/Title XX Services, Exhibit B. Applicants for sub-granted services will be notified by the Sub-recipient of approval, denials, and terminations using the Decision on Your Application for TANF/Title XX Services, Exhibit C. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan (Exhibit D), must be followed by the Sub-recipient.

The Self-Declaration Application will be valid for one year from date of signature. If the recipient leaves the program for greater than 30 days, a new Self-Declaration Application will be required.

The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A attached, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A and C, attached. The Sub-recipient agrees by the 10th working day of each month to submit an invoice and supporting documentation to the Department for any services delivered the previous month. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. **The unit cost shall be \$22.24 per unit cost.** Unit of cost shall be per eligible individual per day that services are provided.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed **\$83,000.00**, which is 6 months of the original proposed amount of \$166,000 for the period of January 1, 2017 thru June 30, 2017 at which time the agreement may be renewed through addendum and the amount can be increased as determined by both parties. . (Exhibit A).

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$83,000.00 during the term of this sub-grant.

D. Provision of Funding

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

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

ARTICLE IV ACCESS TO RECORDS

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

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

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **January 1, 2017** and shall terminate on **June 30, 2017**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective **July 1, 2017** for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **July 10, 2017**.

ARTICLE VI BONDING AND INSURANCE

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

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

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The

Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

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

ARTICLE X CONFLICT OF INTEREST

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

ARTICLE XI MODIFICATIONS

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

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

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

ARTICLE XIII BREACH BY SUB-RECIPIENT

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

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin,

gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible

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

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

ARTICLE XV NOTICES

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

To the Department:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

203 E. Warren St, Lebanon OH 45036

ARTICLE XVI MERGER

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

ARTICLE XVII SEPARABILITY

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

ARTICLE XVIII FORCE MAJUERE

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

ARTICLE XIX HEADINGS

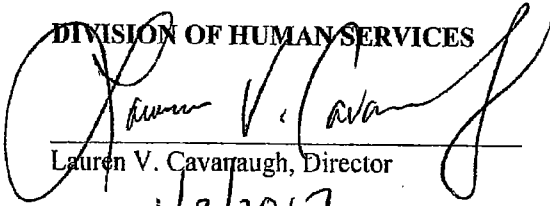
The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

WARREN COUNTY JFS

DIVISION OF HUMAN SERVICES

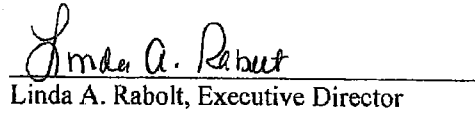


Lauren V. Cavanaugh, Director

1/3/2017
Date

INTERFAITH HOSPITALITY NETWORK

OF WARREN COUNTY

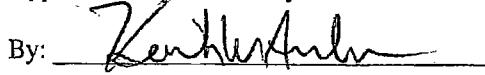


Linda A. Rabolt, Executive Director

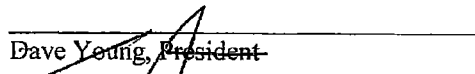
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Date

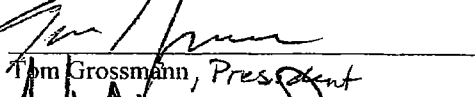
WARREN COUNTY PROSECUTOR

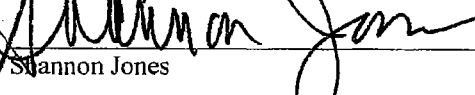
Approved as to Form Only

By: 

BOARD OF WARREN COUNTY COMMISSIONERS


Dave Young, President


Tom Grossmann, President


Shannon Jones

1-10-17
Date

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 20603
 EXPENDED AMT. .00
 FUND..... 203
 SUB-FUND.....
 FUNCTION..... 5310
 OBJECT..... 400
 SUB-ACCOUNT..
 VENDOR NUMBER 77972
 APPROVAL DATE 5/23/17
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 83,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. SUBRECIPIENT AGREEMENT
 HUMAN SERVICES
 *NONE
 INCOME MAINTENANCE-WELFARE
 PURCHASED SERVICES
 *NONE

83,000.00 REMAINING AMOUNT

Name... INTERFAITH HOSPITALITY NETWORK
 Address 203 E WARREN ST
 LEBANON, OH 45036

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
	1	LAST MEMO.. SUBRECIPIENT AGREEMENT	
	2	SUBRECIPIENT AGREEMENT FOR	
	3	SERVICES PROVIDED TO ELIGIBLE	
	4	RECIPIENTS @ A UNIT COST OF	
		\$22.24 PER UNIT JULY-DEC 2017	83000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

Resolution

Number 17-1494

Adopted Date September 26, 2017

APPROVE AGREEMENT AND ADDENDUM WITH ROYALSEED YOUTH DEVELOPMENT CENTER, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Royalseed Youth Development Center, Inc., on behalf of Warren County Children Services, for calendar year 2017, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Royalseed Youth Development Center, Inc.
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Royalseed Youth Development Center, Inc.		
Street/Mailing Address 10582 Morning Glory LN		
City Cincinnati	State OH	Zip Code 45240

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2017** through **12/31/2017**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting.
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
- a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
 - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
 - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Royalseed Youth Development Center, Inc.
10582 Morning Glory LN
Cincinnati OH 45240

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

- or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVJAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider: <i>Reginald Howell</i>	Date 9-13-17
Printed Name Royalseed Youth Development Center, Inc.	
Agency: <i>Juanita Walker</i>	
Printed Name Warren County Children Services	Date 9-13-17

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1494, dated 9/26/17.

SIGNATURES:

[Signature]

President
Warren County Board of Commissioners
9/26/17
Date

Approved as to Form:

[Signature]

Kathryn M. Horvath
Assistant Prosecuting Attorney

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT.

DATE. 1/06/17

PURCHASE ORDER#. 18259

ACTUAL DATE. 1/06/17

ACCRUAL YEAR. 2017

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 2,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SERVICES

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider Royalseed Youth Development Center, Inc.		
Street/Mailing Address 10582 Morning Glory LN		
City Cincinnati	State OH	Zip Code 45240

Contract ID : 14324409

Originally Dated :01/01/2017 to 12/31/2017

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2017
Amendment End Date :	12/31/2017
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 09/11/2017

Provider / ID : Royalseed Youth Development Center, Inc. / 15611999

Contract Period : 01/01/2017 - 12/31/2017

Cost/Amendment Period :01/01/2017 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation/ Administration Per Diem	Transportation/ Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Morning Glory Lane Group Home (20854)	5843663			\$268.00	\$16.00							\$284.00	01/01/2017	12/31/2017

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FACSIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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


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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1494, dated 9/26/17, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

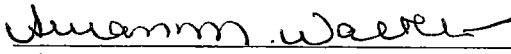


Provider

Date 9/26/17

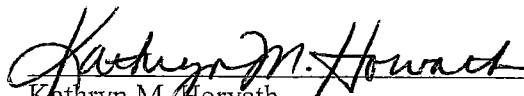
Date 9-13-17

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAUSER 5905 E. Galbraith Rd, Ste 9000 Cincinnati OH 45238	CONTACT NAME: VICKI DIXON PHONE (A/C No., Ext): 513-745-9200 FAX (A/C No.): 513-745-9219 E-MAIL ADDRESS: VDIXON@thehausergroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED ROYAL-2 ROYAL SEED YOUTH DEVELOPMENT C REGINALD CROWELL 10582 MORNING GLORY LANE CINCINNATI OH 45240	INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1343939839 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	PHPK1604652	1/25/2017	1/25/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OHIO EMPLOYERS \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	PHPK1604652	1/25/2017	1/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y Y	PHUB571111	1/25/2017	1/25/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$1,000,000 AGGREGATE/\$500,000 EACH OCCURRENCE SEXUAL OR MOLESTATION COVERAGE \$0 DEDUCTIBLE RETRO DATE 01-25-2017

\$2,000,000 AGGREGATE/\$1,000,000 EACH OCURRENT PROFESSIONAL LIABILITY COVERAGE \$0 DEDUCTIBLE RETRO DATE 01-25-2017

MCDJFS-CHILDREN SERVICES is shown as certificate holder as well as added as an additional insured(s) solely with respect to general liability coverage, AUTO hire and non owned and umbrella.

CERTIFICATE HOLDER	CANCELLATION 30 DAYS EXCEPT 10 DAYS NON PAYMENT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.M. Wornall</i>
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**State of Ohio
Department of Job and Family Services**

**John R. Kasich
Governor**

This is to Certify that

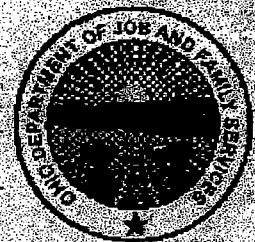
**ROYALSEED YOUTH DEVELOPMENT CENTER, INC.
10582 MORNING GLORY LANE
CINCINNATI, OHIO 45240
(CERTIFICATION - STUDY# 78540)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Group Home (s)

This certificate is effective From June 14, 2016 To June 13, 2018
Temporary certificate expiration date To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services



Ohio**Bureau of Workers'
Compensation**30 W. Spring St.
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

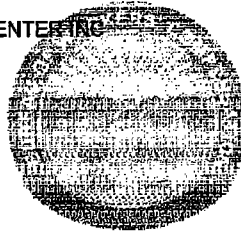
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Temporary
Application number and employer
Q40009218-000

Period Specified Below
04/05/2017 to 07/01/2017

ROYALSEED YOUTH DEVELOPMENT CENTER INC
GROUP HOME
10582 MORNING GLORY LN
CINCINNATI, OH 45240-4013



www.bwc.ohio.gov
Issued by: SC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT. DATE. 1/06/17

PURCHASE ORDER#. 18259

ACTUAL DATE. 1/06/17
ACCRUAL YEAR. 2017

VENDOR..

ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 2,000,000.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SERVICES

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

Resolution

Number 17-1495

Adopted Date September 26, 2017

APPROVE AND ENTER INTO AN ADOPTION ASSISTANCE AGREEMENT WITH [REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into an Adoption Assistance Agreement with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – [REDACTED]
Children Services (file)

Resolution

Number 17-1496

Adopted Date September 26, 2017

APPROVE ADDENDUM NO. 1 TO REAL ESTATE PURCHASE AGREEMENT
AMENDING THE ACREAGE AMOUNT AND PURCHASE PRICE ON BEHALF OF THE
WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution Number 17-1181, this Board entered into a Real Estate Purchase Agreement with City of Franklin; and

WHEREAS, it has been determined that the acreage amount in the Agreement was inaccurate and should be 37.187 instead of 35.1710 acres; and

WHEREAS, the increased acreage increases the purchase price from \$283,150.00 to \$301,794.50 accordingly; and

NOW THEREFORE BE IT RESOLVED, to approve Addendum No. 1 to the Real Estate Purchase Agreement adopted August 1, 2017 to amend the purchase price and reflect the accurate acreage.

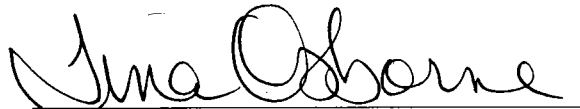
M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jmb

cc: c/a – City of Franklin
Water & Sewer (file)

Addendum No. 1 to Real Estate Purchase Agreement

WHEREAS, the undersigned entered into a Real Estate Purchase Agreement (the "Agreement"), executed by the City of Franklin ("City") on July 19, 2017, and the Warren County Board of County Commissioners ("County") on 8/1/2017, both of which may be jointly referred to herein as the "Parties"; and,

WHEREAS, the Sales Price recited in the Agreement was based on an appraisal obtained by the County, which calculated the purchase price based on the appraiser's opinion as to the per acre value multiplied by the acreage; and,

WHEREAS, prior to closing the Parties discovered that the 35.1710 acreage recited in the body of the Agreement, as appears in the County Auditor's records, is inaccurate - the accurate acreage for Parcel # 08-36-104-002 is 37.187 instead of 35.1710 acres, plus, the appraisal failed to consider a separate parcel, identified as Parcel # 08-36-127-014, owned by the City that provides additional access to the 37.187 acres, calculated to be 0.303 acres; and,

WHEREAS, an accurate metes and bounds description and calculation of acreage is attached hereto as Exhibit "A" and made a part hereof; and,

WHEREAS, the Parties now desire to amend the Sales Price to reflect the accurate acreage being acquired by the County from the City, and close this transaction at a future date.

THEREFORE, the Parties do hereby agree to the following:

1) To amend the Agreement by extending the Closing date to no later than 30 days after both Parties have executed this Addendum No. 1.

2) To amend the Sales Price as follows:

$$37.187 \text{ acres} + 0.303 \text{ acres} = 37.49 \text{ acres} \times \$8,050.00 \text{ per acre} = \text{TOTAL: } \$301,794.50$$

3) All other terms, provisions and obligations of the Agreement shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement and this Addendum No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Addendum No: 1, no exceptions.

BUYER:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, as the Buyer herein, has caused this Addendum No. 1 to the Real Estate Purchase Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Board Resolution No. 17-1446, dated 9/26/17

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

NAME: Tom Grossman

TITLE: President

DATE: 9/26/17

Approved as to form:

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

By: [Signature]
Bruce A. McGary, Asst. Prosecutor
Date: 9/26/17

SELLER:

IN EXECUTION WHEREOF, the Franklin City Council on behalf of the City of Franklin, Ohio, as a Seller herein, has caused this Addendum No. 1 to the Real Estate Purchase Agreement to be executed by Sonny Lewis, its City Manager, on the date stated below, pursuant to Ordinance No. _____, passed by it City Council on _____.

**CITY OF FRANKLIN, OHIO,
SELLER:**

SIGNATURE: _____

NAME: Sonny Lewis

TITLE: City Manager

DATE: _____

Approved as to form:

By: _____
Lynnette Dinkler, Acting City Law Director
Date: _____

Exhibit "A"

Parcel 1:

08-36-104-002

Situated in the northwest quarter of Section 36, Town 3 East, Range 4 North, MRS, in Franklin Township, Warren County, Ohio, bounded and described as follows:

Beginning at the southwesterly corner of the northwest quarter of said Section 36, the same being the intersection of the centerline of Decker Road with the westerly line of said section; thence North 0° 18' West with the westerly line of said Section 36, 2089.75 feet (more or less) to the southwesterly corner of Mentz Subdivision, First Addition as recorded in Plat Book 3, Page 50; thence North 88° 38' East along the southerly lines of said subdivision, First and Second Additions (recorded in Plat Book 3, Page 93), 1890.60 feet (more or less) to a point in Shaker Road; thence following the last aforesaid road for the next four courses: South 3° 14' West, 527.90 feet; South 8° 49' East, 253.63 feet; South 19° 08' East, 649.90 feet; and South 1° 22' East, 683.57 feet to the point of intersection of the centerlines of Shaker and Decker Roads, the same being the southwesterly corner of Franer's View Subdivision Part One as recorded in Plat Book 3, Page 391; thence South 88° 23' West with the centerline of Decker Road and the half section line, 2122.40 feet to the place of beginning, **containing 95.4 acres**, more or less.

SAVE AND EXCEPT the following described real estate, to-wit:

- (1) East Brook Section One, a subdivision recorded in Plat Book 4, Page 222 of the Plat Records of Warren County, Ohio, and containing **22.972 acres**, more or less.
- (2) **4.364 acres**, more or less, contained in a deed to Arthur Kimberlin and Frances D. Kimberlin, recorded in Deed Book 356, Page 453, of the Warren County records.
- (3) East Brook Section Two, a subdivision recorded in Plat Book 5, Page 107 of the Plat Records of Warren County, Ohio, and containing **25.232 acres** more or less.
- (4) **5.645 acres**, more or less, contained in the deed to the Commissioners of Warren County, Ohio, recorded in O.R. Vol. 969, Page 172, of the Warren County Official Records.

Leaving a remainder of 37.187 acres, more or less per Warren County records.

Parcel 2:

08-36-127-014

Situated in the Township of Franklin, Warren County, Ohio and being Parcel "C" of Eastbrook Subdivision, Section One, as the same is known and designated in Plat Book 4, Page 222 of the Plat Records of Warren County, Ohio.

Consisting of 0.303 acres (calculated).

Resolution

Number 17-1497

Adopted Date September 26, 2017

AUTHORIZE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC., INCREASING PURCHASE ORDER NO. 21313 FOR THE SIMPSON CREEK AND BEAR RUN LIFT STATION UPGRADE PROJECT

WHEREAS, Warren County and Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) entered into an Engineering Agreement on May 16, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, for the design of improvements to the Simpson Creek and Bear Run sanitary lift stations; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the design of improvements to the Kings Union sanitary lift station; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 21313 to FTCH, in the amount of \$29,900 creating a new contract price of \$149,800. Said amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in the "September 5, 2017 Letter Proposal for Additional Engineering Services" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 16, 2017 Engineering Contract, total additional compensation not to exceed \$29,900.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Fishbeck, Thompson, Carr & Huber, Inc.
Water/Sewer (file)
Project File

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Fishbeck, Thompson, Carr, & Huber, Inc., 11353 Reed Hartman Highway, Cincinnati, Ohio 45241 (hereinafter "CONSULTANT").

WHEREAS, Warren County and the CONSULTANT entered into an Engineering Agreement on May 16, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications for upgrades and improvements to the Simpson Creek and Bear Run Sanitary Pump Stations; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the design of improvements to the Kings Union Sanitary Lift Station; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Simpson Creek and Bear Run Lift Station Upgrades Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, September 5, 2017, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 16, 2017 Agreement and this Amendment No. 1.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the May 16, 2017 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$29,900.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the May 16, 2017 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 16, 2017 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Fishbeck, Thompson, Carr, & Huber, Inc. has caused this Agreement to be executed by Timothy D. McNamara, its Senior Vice President, on the date stated, pursuant to a resolution authorizing the same.

**FISHBECK, THOMPSON, CARR & HUBER,
Inc.**

SIGNATURE: Timothy D. McNamara

NAME: Timothy D. McNamara

TITLE: Senior Vice President-Water

DATE: Sept. 18, 2017

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Board Resolution No. 17-1497, dated 9/26/17.

**WARREN COUNTY BOARD OF
COMMISSIONERS**

SIGNATURE: Tom Grossmann

NAME: Tom Grossmann

TITLE: President

DATE: 9/26/17

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice

By: Adam Nice, Asst. Prosecutor



September 5, 2017
Project No. 171058

Mr. Chris Brausch, PE
County Sanitary Engineer
Warren County Water & Sewer Department
County Administration Building
406 Justice Drive
Lebanon, OH 45036

Re: Simpson Creek and Bear Run Lift Station Upgrades
Scope of Services/Contract Amendment – Incorporate Kings Union Lift Station Upgrades
Revision 2

Dear Mr. Brausch:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to be of service to the Warren County Water & Sewer Department to provide engineering services to design improvements to the Simpson Creek Lift Station and Bear Run Lift Station.

On May 16, 2017, the Warren County Board of Commissioners authorized FTCH to begin performing design phase engineering services associated with improvements to the Simpson Creek and Bear Run Lift Stations through Resolution No. 17-0776. Shortly after starting the project, the Water & Sewer Department's operations staff determined that it may be appropriate to include upgrades to the Kings Union Lift Station (KULS) as part of this project. FTCH was requested to provide a proposal to incorporate design of improvements to the Kings Union Lift Station for consideration by the County, and if deemed acceptable, to amend the current Engineering Agreement and include the KULS improvements.

Below, we provide our understanding of the project, our proposed Scope of Services and associated professional services fee to include design of improvements to the KULS.

Understanding of the Project

The KULS upgrade project includes general repairs and upgrades, mostly focused on electrical and pump drive replacement needs. Below is a description of the lift station and the improvements planned at the location.

The KULS and force main were constructed in the mid-1980s, making them approximately thirty years old. The lift station has undergone minor improvements over the years that include building renovations, standby power improvements and the addition of odor control chemical (calcium nitrate) storage and feed pumps.

The KULS Wet Well has three submersible pumps that pump through discharge piping to a concrete valve vault where the flows combine in a 14-inch header. The 14-inch ductile iron force main travels through the meter pit, then increases in size to 18-inch. The Electrical Room houses three variable frequency drives (VFDs) for each of the pumps. FTCH understands that each existing pump has an estimated capacity of approximately 2,500 gpm. With the largest of the three pumps out of service, the KULS has a current rated capacity of approximately 5,000 gpm or approximately 7.2 MGD.



The KULS pumps wastewater through the existing 18-inch ductile iron force main from the lift station site to the discharge manhole where the flow is conveyed by an 18-inch gravity sewer. The force main is approximately 5,100-feet in length and follows the Little Miami River along Kings Mills Road. There are air release/vacuum valves installed at the high points of the force main that appear to be inoperable based on discussions with County personnel.

The structural integrity of the lift station structure and pump material handling system is structurally sound, and the County intends to continue utilizing the facility with minor modifications. The project will include the following items:

Valve Room

- Paint all interior piping, valves, pipe supports, etc.

Electrical Room

- Replace existing 100 hp Allen-Bradley VFDs with 125 hp Toshiba VFDs. Modify the existing MCC as required to accommodate the new VFDs.
- Provide a specification for the Electrical Contractor to perform an Arc Flash analysis per NFPA 70E and provide identification labels for the appropriate personal protective equipment to access electrical components.

General Improvements

- Paint Pump Hoist Mechanism.
- Paint exterior of concrete masonry unit (CMU) building.
- Clear 15-foot perimeter around the existing security fence and remove trees, brush and foliage.

Instrumentation and Controls

- Design new control panel equipped with Precision Digital controllers and Mission communication telemetry.

Exterior Improvements

- Replace three Air Relief/Vacuum Valves located in manholes at high points on the 18-inch force main.

Proposed Scope of Services

The Kings Union Lift Station improvements described above and planned for incorporation into the Simpson Creek and Bear Run Lift Station project will be designed in accordance with the Detailed Design and Regulatory Review Phases as described in FTCH's letter proposal titled *Simpson Creek and Bear Run Lift Station Upgrades Proposal* dated April 20, 2017.

The following KULS improvements will be evaluated and incorporated into the Detailed Design phase.

KULS Motor Control Centers (MCCs), Variable Frequency Drives (VFDs), and Other Associated Electrical Improvements

All three pumps are controlled by VFDs. The electrical service, power feeds to the pumps, and pump starting arrangements will be evaluated based on existing pumps and pump operations.



KULS Instrumentation and Controls

The control panel at KULS will be replaced, based on the requirements for the existing pumps. The existing wetwell level transducers/transmitters will be re-used.

Any new instruments and controls will be connected to the County's existing Mission SCADA and remote monitoring system(s). It is assumed that the pump station's existing instrumentation will be reused. Existing communications equipment will be reused. SCADA programming upgrades are not included in this scope of services.

It is anticipated the detailed design will include replacing the KULS variable frequency drives within the existing structure (it is assumed that the standby generator and power distribution equipment is sized to handle the improvements). It is anticipated that no HVAC or structural improvements will be necessary at the KULS.

Bid documents will be developed as outlined in the original proposal, including deliverables to the County for review at the 60 Percent and 90 Percent Design Completion stages.

Regulatory Review

The KULS improvements will be incorporated into the plans and specifications being developed for the Simpson Creek and Bear Run Lift Station Improvements and will be included in the permitting submittals as outlined in the original proposal.

Professional Services Fees

Based on our experience and understanding of the project requirements, FTCH proposes to perform the above described Proposed Scope of Services for a not-to-exceed, time and expense fee of Twenty Nine Thousand Nine Hundred Dollars (\$29,900). Addition of this fee to the Simpson Creek and Bear Run Upgrades Project will bring the total estimated fee for services to One Hundred Forty Nine Thousand Eight Hundred Dollars (\$149,800).

Below is a list of the anticipated hours by discipline for the additional scope of services to be included in this portion of the project.

Discipline	Hours
Project Manager	14
Project Engineer	29
Electrical Engineer	84
Controls Engineer	25
Process CADD Technician	24
Department Assistant	6
QA/QC Review	7
Surveyor	4
Total	193

FTCH is ready to begin work immediately on this additional Scope of Services to the Simpson Creek and Bear Run Lift Station Improvements Project upon receipt of the County's notice to proceed. FTCH anticipates that completion of the amended scope of services will add approximately six weeks to the project schedule if authorized to proceed within two weeks of the date of this letter.

Mr. Chris Brausch, PE
Page 4
September 5, 2017



Authorization

The above scope of services and associated professional services fee will be added and subject to the terms and conditions of the existing Engineering Agreement dated May 16, 2017. The County's notice to proceed will constitute acceptance of this proposed contract amendment. If you have any questions or require additional information, please contact me at 513.247.8576 or ajaspacher@fitch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink that reads "Allen J. Aspacher".

Allen J. Aspacher, PE

ds6
By email

Resolution

Number 17-1498

Adopted Date September 26, 2017

APPROVE AND ENTER INTO AN EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES WITH MIDDLETOWN PROPERTY VENTURES, LLC

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of waterlines along State Route 122;

NOW THEREFORE BE IT RESOLVED, to enter into an Easement and Agreement for waterline and appurtenances with Middletown Property Ventures, LLC, 6147 W. Route 122, Franklin, Ohio 45005, Parcel Number 0703427021

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— Middletown Property Ventures, LLC
Water/Sewer (file)
Easement file
Recorder (certified)

Grantor: Middletown Property Ventures, LLC
Property Address: 6147 W Route 122, Franklin, OH
Parcel Number: 07-03-427-021
Auditor's Account Number: 2302808

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Middletown Property Ventures, LLC, an Ohio Limited Liability Company**, whose tax mailing address is 1 Prestige Place, Miamisburg, Ohio 45342 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is the replacement and extension of public water main along State Route 122 for the development of the Kettering Health Center, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) none.

The permanent easement being granted herein is part of a parcel located in the City of Middletown, Warren County, Ohio, consisting of 13.677 acres, and being the same premises described in a deed recorded in Doc. # 2016-023038 of the Official Records of the Warren

County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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 contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Edward Mann the duly authorized Treasurer, of Middletown Property Ventures, LLC, an Ohio Limited Liability Company, has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

Signature: Edward Mann

Printed Name: Edward Mann

Title: Treasurer

Date: 9/11/17

STATE OF Ohio, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, that on the 11th day of Sept, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Edward Mann, whose title is Treasurer, of Middletown Property Ventures, LLC, an Ohio Limited Liability Company whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

[SEAL]



Notary Public: Daisy O. Carlson
My Commission Expires: DAISY O CARLSON, Notary Public

In and for the State of Ohio
My Commission Expires Aug. 31, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution Number 17-1448, dated 9/26/17

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]

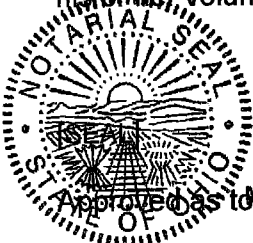
Printed Name: Tom Grossmann

Title: President

Date: 9/26/17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26th day of September, 2017, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his ~~or her~~ sole voluntary act and deed.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County

Approved as to Form by: Exp. 12/26/17

Notary Public: [Signature]
My Commission Expires: 12/26/17

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

[Signature]

By: Assistant Prosecutor

Date: 9/19/17



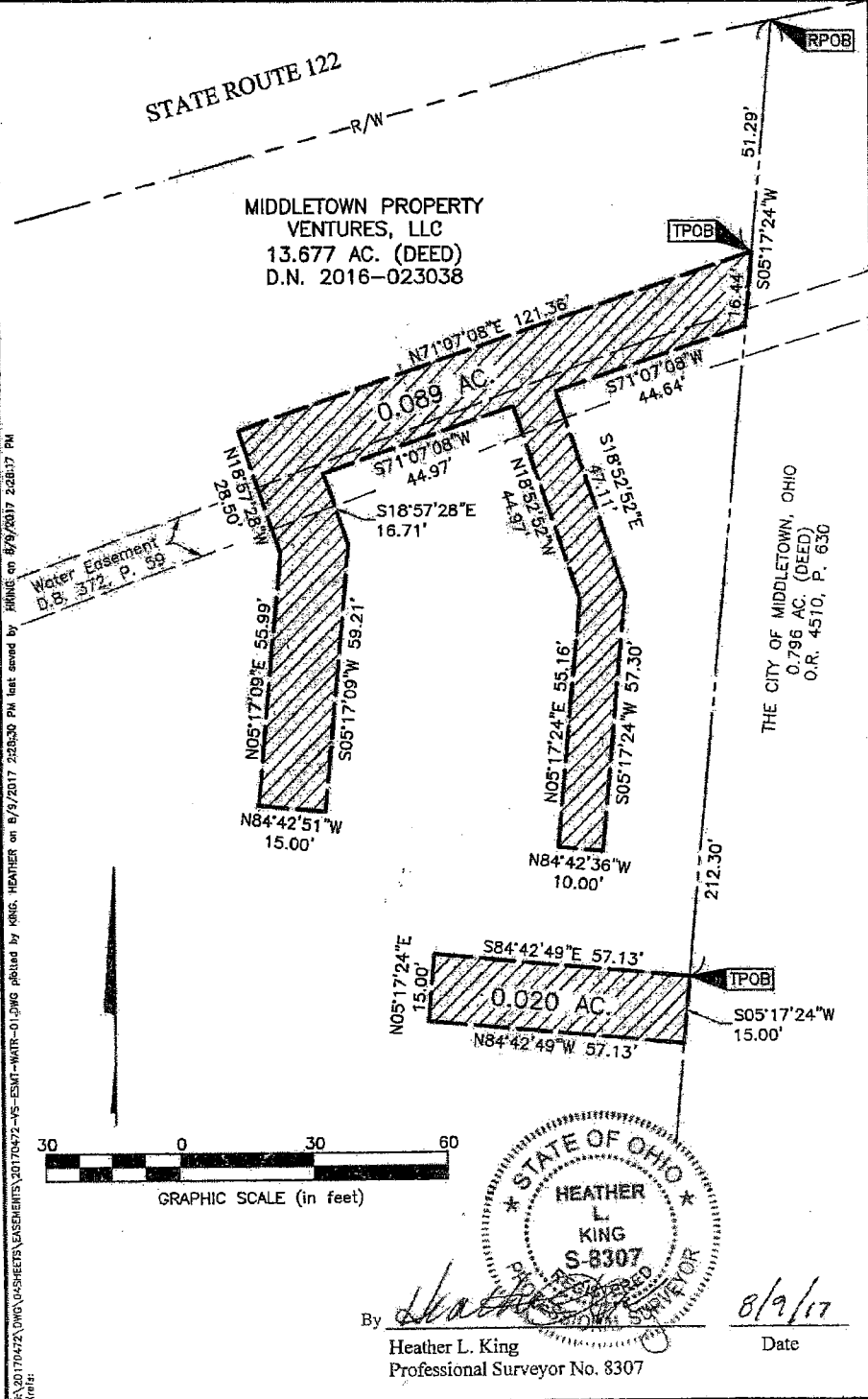
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4800 Toll Free: 888.775.3648
 emht.com

WATER EASEMENT
 SECTION 3, TOWNSHIP 2, RANGE 4
 BETWEEN THE MIAMI RIVERS SURVEY
 CITY OF MIDDLETOWN, COUNTY OF WARREN, STATE OF OHIO

Date: August 9, 2017

Job No: 2017-0472

Scale: 1" = 30'



C:\2017\0472\DWG\043SHEETS\EASEMENTS\20170472-45-EMW-WARR-01.dwg plotted by KRKG, HEATHER on 8/9/2017 2:28:30 PM last saved by KRKG on 8/9/2017 2:28:17 PM

WATER EASEMENT
0.089 ACRE

Situate in the State of Ohio, County of Warren, City of Middletown, lying in Section 3, Township 2, Range 4, Between the Miami Rivers Survey, being on, over and across that 13.677 acre tract conveyed to Middletown Property Ventures, LLC by deed of record in Document Number 2016-023038, (all references are to the records of the Recorder's Office, Warren County, Ohio) being more particularly described as follows:

Beginning, for reference, in the southerly right-of-way line of State Route 122, at the common corner of said 13.677 acre tract and that 0.796 acre tract conveyed to The City of Middletown, Ohio by deed of record in Official Record 4510, Page 630;

Thence South 05° 17' 24" West, with the line common to said 13.677 and 0.796 acre tracts, a distance of 51.29 feet to the TRUE POINT OF BEGINNING;

Thence South 05° 17' 24" West, continuing with said common line, a distance of 16.44 feet to a point;

Thence across said 13.677 acre tract, the following courses and distances:

South 71° 07' 08" West, a distance of 44.64 feet to a point;

South 18° 52' 52" East, a distance of 47.11 feet to a point;

South 05° 17' 24" West, a distance of 57.30 feet to a point;

North 84° 42' 36" West, a distance of 10.00 feet to a point;

North 05° 17' 24" East, a distance of 55.16 feet to a point;

North 18° 52' 52" West, a distance of 44.97 feet to a point;

South 71° 07' 08" West, a distance of 44.97 feet to a point;

South 18° 57' 28" East, a distance of 16.71 feet to a point;

South 05° 17' 09" West, a distance of 59.21 feet to a point;

North 84° 42' 51" West, a distance of 15.00 feet to a point;

North 05° 17' 09" East, a distance of 55.99 feet to a point;

North 18° 57' 28" West, a distance of 28.50 feet to a point; and

North 71° 07' 08" East, a distance of 121.36 feet to the TRUE POINT OF BEGINNING, containing 0.089 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 8/19/17
Heather L. King
Professional Surveyor No. 8307

**WATER EASEMENT
0.020 ACRE**

Situate in the State of Ohio, County of Warren, City of Middletown, lying in Section 3, Township 2, Range 4, Between the Miami Rivers Survey, being on, over and across that 13.677 acre tract conveyed to Middletown Property Ventures, LLC by deed of record in Document Number 2016-023038, (all references are to the records of the Recorder's Office, Warren County, Ohio) being more particularly described as follows:

Beginning, for reference, in the southerly right-of-way line of State Route 122, at the common corner of said 13.677 acre tract and that 0.796 acre tract conveyed to The City of Middletown, Ohio by deed of record in Official Record 4510, Page 630;

Thence South 05° 17' 24" West, with the line common to said 13.677 and 0.796 acre tracts, a distance of 212.30 feet to the TRUE POINT OF BEGINNING;

Thence South 05° 17' 24" West, continuing with said common line, a distance of 15.00 feet to a point;

Thence across said 13.677 acre tract, the following courses and distances:

North 84° 42' 49" West, a distance of 57.13 feet to a point;

North 05° 17' 24" East, a distance of 15.00 feet to a point; and

South 84° 42' 49" East, a distance of 57.13 feet to the TRUE POINT OF BEGINNING, containing 0.020 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Heather L. King 8/9/17

Heather L. King
Professional Surveyor No. 8307

Resolution

Number 17-1499

Adopted Date September 26, 2017

APPROVE AND ENTER INTO AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THIS BOARD AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, DESIGNATING A CHANGE IN FUNDING AMOUNTS FOR PROJECTS

WHEREAS, the Warren County Board of Commissioners has created the Warren County Transportation Improvement District (the "WCTID") in an effort to further enhance and promote transportation improvements and capital improvements within Warren County (the "County") and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout the County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields Ertel area improvements;

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements;

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State;

WHEREAS, the County and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within the County, the Cities and the Township and the region, through intergovernmental cooperation and coordination by the WCTID and to advance the WCTID Program of Projects, entered into an intergovernmental agreement, referred to as "Intergovernmental Agreement 2011-01", per Resolution No. 11-1228, and as and as further amended February 2, 2016, per the COUNTY'S Resolution No. 16-0138 (hereinafter referred to as "Amendment No. 1"), and further amended per COUNTY'S Resolution No. 16-1689 (hereinafter referred to as "Amendment No. 2"), and further amended per COUNTY'S Resolution No. 17-1176 (hereinafter referred to as "Amendment No. 3"); and;

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to confirm, approve and ratify the updated and amended

RESOLUTION #17-1499
SEPTEMBER 26, 2017
PAGE 2

Exhibit B “*Warren County TID Pledged Revenue Summary – September 2017*”; attached hereto and referred to as “Exhibit B” to the agreement; and

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners does hereby agree, approve and ratify Amendment No. 4 to the Intergovernmental Agreement between this Board and the Warren County TID; copy of said agreement attached hereto and made part hereof.

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

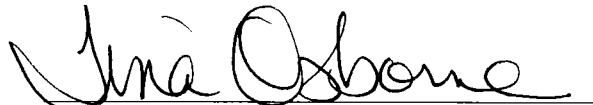
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: c/a – Warren County Transportation Improvement District
Warren County TID (file)
Engineer (file)
Matt Nolan
T. Zindel

EXHIBIT B

WARREN COUNTY TID PLEGGED REVENUE SUMMARY - September 2017

COUNTY PLEDGED AMOUNT	
County Fund 484 (P&G TIF Fund)	
Year	Yearly Revenue Available for TID Projects
2010	-
2011	\$ 1,000,000
2012	-
2013	\$ 4,992,959
2014	\$ 3,943,889
2015	\$ 3,592,520
2016	\$ 3,500,000
2017	\$ 3,500,000
2018	\$ 3,500,000
2019	\$ 3,500,000
2020	\$ 3,500,000
2021	\$ 3,500,000
2022	\$ 3,500,000
Total	\$38,029,368
County Fund 451 (Highway Safety Improvement Program)	
2011	\$ 1,000,000
2015	\$ 287,865
Racino TIF Fund	
2013	\$ 750,000*
2016	\$ 3,100,000*
2017	\$ 150,000*
County Engineer Fund 202	
2016	\$ 925,231
2017	\$ 600,000

**Any portion of the County Pledged Amount fom County Fund 485-3120-335 (Racino TIF Fund) shall be allocated only to those TID Projects and purposes that are eligible for the use of Racino Tax Increment Financing Revenues established by Resolution Numbers 12-1391 and 12-1604 and related actions and agreements on file with the County.*

**THE WARREN COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: Neil F. Tunison
Neil F. Tunison, Secretary-Treasurer

Approved as to Form:

Bruce A. McGary
Bruce A. McGary
Assistant Prosecutor

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

By: Thomas Grossmann
Thomas Grossmann, Commissioner

By: David G. Young
David G. Young, Commissioner

By: Shannon Jones
Shannon Jones, Commissioner

Resolution

Number 17-1500

Adopted Date September 26, 2017

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH WILLIAM FRAZEE, DANIEL FRAZEE AND KATHRYN HINKEL FOR THE STROUT ROAD BRIDGE REHABILITATION PROJECT

WHEREAS, in order to improve the public safety of Strout Road a bridge rehabilitation project is to be constructed, and it is necessary to enter onto the property parcel # 14-32-177-001 located on Strout Rd., Morrow, OH 45152 which is owned by William Frazee, Daniel Frazee and Kathryn Hinkel, Grantors; and

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

1. Construct a temporary construction access from the roadway to the Little Miami River for removing the existing beams and installing the new beams for the bridge.
2. Remove any trees, and/or brush as necessary for construction of the project.
3. Trim any tree limbs, and/or brush as necessary for construction of the project. As much as possible the 60 inch sycamore tree and the 60 inch maple tree located between Strout Road and the Grantors' drive shall remain. If tree removal is required the Grantors shall be notified immediately.
4. Plant replacement trees with similar native hardwood species at a 3:1 ratio for diameter at breast height trees greater than 24 inches and a 1:1 ratio for diameter at breast height trees less than or equal to 24 inches. Tree plantings shall be a minimum of 1 inch diameter at breast height.
5. Construct a gravel drive starting at the end of the asphalt drive as shown in the construction plans and stopping approximately 50 feet beyond the gate.
6. Remove the existing gate and wooden fence as necessary for the construction access. Reset or replace the gate and fence in kind when the project is complete.
7. 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 owners;


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with William Frazee for the sum of \$183.33, Daniel Frazee for the sum of \$183.34 and Kathryn Hinkel for the sum of \$183.33, for the Strout Road Bridge Rehabilitation Project, a copy of which is attached hereto and made a part hereof, for the total sum of \$550.00 as consideration thereof.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Frazee, William, Frazee, Daniel, Hinkle, Kathryn
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by William Frazee, a married man, whose tax mailing address is PO Box 261, West Liberty, Ohio 43357; Daniel Frazee, an unmarried man, whose tax mailing address is 7077 Lighthouse Point, Maineville, Ohio 45039; and Kathryn Hinkel, a married woman, whose tax mailing address is 165 Farnese Court, Lebanon, Ohio 45036 (hereinafter the "Grantors"), 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 public safety and better serve the needs of the traveling public a bridge rehabilitation project on Strout Road is to be completed. In order to construct the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located on Strout Road, Morrow, Ohio 45152, identified as Parcel #14-32-177-001. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Construct a temporary construction access from the roadway to the Little Miami River for removing the existing beams and installing the new beams for the bridge.
2. Remove any trees, and/or brush as necessary for construction of the project.
3. Trim any tree limbs, and/or brush as necessary for construction of the project. As much as possible the 60 inch sycamore tree and the 60 inch maple tree located between Strout Road and the Grantors' drive shall remain. If tree removal is required the Grantors shall be notified immediately.
4. Plant replacement trees with similar native hardwood species at a 3:1 ratio for diameter at breast height trees greater than 24 inches and a 1:1 ratio for diameter at breast height trees less than or equal to 24 inches. Tree plantings shall be a minimum of 1 inch diameter at breast height.
5. Construct a gravel drive starting at the end of the asphalt drive as shown in the construction plans and stopping approximately 50 feet beyond the gate.
6. Remove the existing gate and wooden fence as necessary for the construction access. Reset or replace the gate and fence in kind when the project is complete.
7. 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 Five Hundred Fifty Dollars (\$550.00), the receipt and sufficiency of which are hereby stipulated, Grantors do 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 Strout Road Bridge #207-0.02 Rehabilitation Project or until December 31, 2018, whichever comes first.

IN EXECUTION WHEREOF, William Frazee, one of the Grantors herein, and his wife, Stephanie Frazee, who has a right and expectancy of dower in the said premises and hereby consents to the granting of such license, have hereunto set their hands on the date stated below.

Grantor:

Signature: _____

Printed Name: William Frazee

Date: _____

Spouse:

Signature: _____

Printed Name: Stephanie Frazee

Date: _____

STATE OF OH, COUNTY OF Wade, ss.

BE IT REMEMBERED, that on this 2 day of September 2017 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be William Frazee, being one of the **Grantors** in the foregoing Agreement, and his wife Stephanie Frazee, and acknowledged 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.

C. Keith Nixon, Jr.
Attorney At Law
Notary Public: _____ Notary Public - State of Ohio
My commission expires _____ My Commission Has No
Expiration Date _____
Section 147.03 R.C.

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IN EXECUTION WHEREOF, Daniel Frazee, one of the Grantors herein, has hereunto set his hands on the date stated below.

Grantor: _____
Signature: *Daniel Frazee*
Printed Name: Daniel Frazee
Date: 9/6/17

STATE OF OH, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 6 day of September, 2017 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Daniel Frazee, being one of the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed.

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

Notary Public: _____ **C. Keith Nixon, Jr.**
My commission expires: _____ **Attorney At Law**
Notary Public - State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Kathryn Hinkel, one of the Grantors herein, and her husband, Donald Hinkel, who has a right and expectancy of dower in the said premises and hereby consents to the granting of such license, have hereunto set their hands on the date stated below.

Grantor:

Signature: Kathryn Hinkel

Printed Name: Kathryn Hinkel

Date: 9-6-17

Spouse:

Signature: [Signature]

Printed Name: Donald Hinkel

Date: 9/6/17

STATE OF OH, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 6 day of September, 2017, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Kathryn Hinkel, being one of the **Grantors** in the foregoing Agreement, and her husband Donald Hinkel, and acknowledged 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.

Notary Public: C. Keith Nixon, Jr.
Attorney At Law
My commission expires Notary Public - State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

[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 Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 17-1500, dated 09/26/17.

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

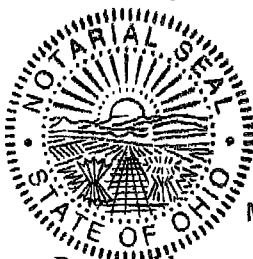
Title: President

Date: 9/26/17

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 26th day of September, 2017 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him 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. 12/26/17

Notary Public: [Signature]
My commission expires: 12/26/17

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 17-1501

Adopted Date September 26, 2017

ENTER INTO A PERMANENT HIGHWAY EASEMENT AND A TEMPORARY EASEMENT AGREEMENT WITH DAVID S. AND MELANIE R. HOWARD FOR THE OLD SR 122 AND TOWNSHIP LINE ROAD ROUNDABOUT PROJECT

WHEREAS, in order to improve Old SR 122 and Township Line Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by David S. and Melanie R. Howard; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent highway easement and a temporary easement from the property owners; and

WHEREAS, the land for the permanent highway easement and the temporary easement is as follows:

Permanent Highway Easement – 0.097 acres
Temporary Easement – 0.221 acres

WHEREAS, the negotiated price for the permanent highway easement and the temporary easement is \$12,969.00, which shall be made payable to M&T Bank, as principal paydown per their partial mortgage release;


NOW THEREFORE BE IT RESOLVED, to enter into agreements, copies of which are attached hereto and made a part hereof, with David S. and Melanie R. Howard for a permanent highway easement and a temporary easement in connection with the Old SR 122 and Township Line Road Roundabout Project for the sum of \$12,969.00, which shall be made payable to M&T Bank, as principal paydown per their partial mortgage release.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Howard, David S. and Melanie R.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #09-16-300-004 (Pt.)**

ARTICLES OF AGREEMENT

This Easement Agreement ("Agreement") is entered into the date stated below by Melanie R. Howard and David S. Howard, wife and husband, whose tax mailing address is 3018 Old Route 122, Waynesville, OH 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement for the WAR-CR230/CR134-3.14/0.54 Project (PID 100784), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 16-1430, dated September 8, 2016.

That the Grantors, for and in consideration of the sum of Eleven Thousand and Thirty Eight Dollars (\$11,038.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, situated in Section 16, Town 4 East, Range 4 North, Wayne Township, Warren County, State of Ohio and further described as follows:

**EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for details.**

**See Right-of-Way Plans filed in Survey Record Volume 145 Plat No. 7 of the
Warren County Engineer's Record of Land Division for drawing filed 1/10/2017.**

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantors shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantors decline to repurchase the property; (ii) the Grantors fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantors acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

GRANTORS

IN EXECUTION WHEREOF, Melanie R. Howard and David S. Howard, the Grantors herein, have hereunto set their hands on the date stated below.

SIGNATURE: Melanie R Howard SIGNATURE: David S Howard
PRINTED NAME: Melanie R. Howard PRINTED NAME: David S. Howard
DATE: 3-9-17 DATE: 3-9-17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9th day of MARCH, 2017, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be **Melanie R. Howard** and **David S. Howard**, wife and husband, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.



WILLIAM A. TAYLOR
Notary Public, State of Ohio
My Commission Expires
May 21, 2020

Notary Public: W A Taylor
My commission expires: 05/21/2020

CONSENT AND SUBORDINATION OF GRANTORS' LIENHOLDER:

M&T BANK at 1 FOUNTAIN PLAZA, BUFFALO, NY 14203 (hereinafter "Mortgagee"), for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, consents to and subordinates the priority of its mortgage from **DAVID S. HOWARD and MELANIE R. HOWARD, husband and wife** ("Mortgagors") originally granted to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as NOMINEE FOR COUNTRYWIDE BANK, FSB, dated 10/08/2008 and recorded on 10/17/2008, in Book 4755, Page 308, as Instrument No. 711161 in the Warren County, Ohio Recorder's Office, and that was assigned to **M&T BANK, FSB**, by virtue of a CORPORATE ASSIGNMENT OF MORTGAGE, dated December 31, 2012 and recorded on 02/03/2014 as Document # 2014-002935, which is a lien on the real estate described in Exhibit "A" attached to the foregoing Easement Agreement, in the same manner and effect as though the permanent easement being granted above in the Easement Agreement had been executed and recorded prior to filing of record of the said mortgage, but without otherwise affecting the lien or priority of the said mortgage.

IN EXECUTION WHEREOF, M&T BANK has caused its name to be affixed to this instrument on the date stated below by Mark Churchill whose title is First Vice President, who is authorized to act on its behalf and set his or her name hereto on the date stated below.

MORTGAGEE:

SIGNATURE: 

Mark J. Churchill
First Vice President
Bayview Loan Servicing, LLC

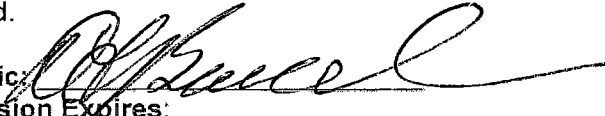
NAME: Mark Churchill

TITLE: First Vice President

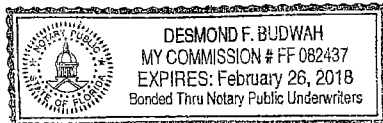
DATE: 8/31/17

STATE OF Indiana, COUNTY OF Blount, ss.

BE IT REMEMBERED, on this 31 day of August, 2017 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Mark Churchill, whose title is First Vice President of **M&T Bank**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

Notary Public: 
My Commission Expires: _____

[seal]



GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President or Vice-President on the date stated below, pursuant to Resolution No. 17-1501, dated 9/26/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

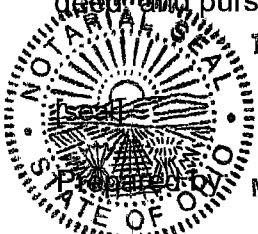
PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/26/17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26th day of September, 2017 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Easement, and acknowledged the signing thereof to be his or her voluntary act and deed, and pursuant to the Resolution authorizing such act.



**LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/17**

Notary Public: [Signature]
My commission expires: 12/26/17

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

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1325
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

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Rev. 06/09

Ver. Date 09/28/2016

PID 100784

**PARCEL 13-SH
WAR-CR230/CR134-3.14/0.54
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, Township of Wayne, Section 16, Town 4 East, Range 4 North, Between the Miamis, and being part of that 1.209 acre tract of land described in a deed to **Melanie R. Howard and David S. Howard**, of record in Official Record 4509, Page 224, all records referenced herein are on file at the Office of the Recorder for Warren County, Ohio, being a parcel lying on the left side of the centerline of right-of-way for Old State Route 122 (CR 230) and a parcel lying on the right side of the centerline of right-of-way for Township Line Road (CR 134), both as delineated on the centerline plat for WAR-CR230/CR134-3.14/0.54, said parcel being more particularly bounded and described as follows:

Commencing for reference at an iron pin set at the southwest corner of said Section 16, said iron pin set being at the intersection of the centerline of right-of-way for Township Line Road and the centerline of right-of-way for Old State Route 122 (CR 230), being on the west line of said Wayne Township, being the southwest corner of said 1.209 acre tract, being a southeast corner of that tract of land described in a deed to Ruth I. Miller, Trustee of the Fred W. Miller "B" Trust (1/2 Int.), of record in Official Record 1089, Page 236, and Ruth I. Miller (1/2 Int.), of record in Official Record 687, Page 522, and said iron pin set being at Township Line Road centerline of right-of-way Station 500+00.00;

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Thence **North 05 degrees 22 minutes 01 second East**, along the west line of said Section 16, along the centerline of right-of-way for Township Line Road, along the west line of said Wayne Township, along the west line of said 1.209 acre tract, and along the east line of said Miller tract, a distance of **286.16 feet** to the northwest corner of said 1.209 acre tract, being the southwest corner of that 4.000 acre tract of land described in a deed to Doug E. Filaseta and Joyce Filaseta, of record in Official Record 3818, Page 772, said point being at Township Line Road centerline of right-of-way Station 502+86.16;

Thence **South 84 degrees 44 minutes 43 seconds East**, along the north line of said 1.209 acre tract and along the south line of said 4.000 acre tract, a distance of **20.00 feet** to a point on the existing east right-of-way line for Township Line Road, said point being 20.00 feet right of Township Line Road centerline of right-of-way Station 502+86.20, and said point being the **TRUE POINT OF BEGINNING** for this description;

Thence **South 84 degrees 44 minutes 43 seconds East**, continuing along the north line of said 1.209 acre tract and continuing along the south line of said 4.000 acre tract, a distance of **14.00 feet** (passing an iron pin w/ a "CHHLS5630" cap at a distance of 12.00 feet) to a point, said point being 34.00 feet right of Township Line Road centerline of right-of-way Station 502+86.23;

Thence across said 1.209 acre tract along the following four (4) described courses:

1. **South 05 degrees 22 minutes 01 second West**, along a line parallel to and 14.00 feet easterly from the existing east right-of-way line for said Township Line Road a distance of **202.00 feet** to a point at a point of curvature, said point being 34.00 feet right of Township Line Road centerline of right-of-way Station 500+84.23;
2. Along the arc of a curve to the left, said curve having a radius of **54.06 feet**, a central angle of **90 degrees 06 minutes 44 seconds**, and an arc length of **85.02 feet** to a point of tangency on the existing north right-of-way line for Old State Route 122, said point being 30.00 feet north of Old State Route 122 centerline of right-of-way Station 311+25.19, said curve being subtended by a long chord having a bearing of **South 39 degrees 41 minutes 21 seconds East** and a length of **76.52 feet**;
3. **North 84 degrees 44 minutes 43 seconds West**, along the existing north right-of-way line for said Old State Route 122, a distance of **68.16 feet** to the intersection of the existing north right-of-way line for said Old State Route 122 and the existing east right-of-way line for said Township Line Road, said point being 30.00 feet left of Old State Route 122 centerline of right-of-way Station 310+57.03;

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4. **North 05 degrees 22 minutes 01 second East**, along the existing east right-of-way line for said Township Line Road, a distance of **256.16 feet** to the **TRUE POINT OF BEGINNING** for this description.


The above description contains a total area of **0.097 acres** within Warren County Auditor's parcel number 916300004.

Iron pins set at section corners are 5/8 inch diameter by 30 inch long rebar with caps stamped "ASI PS-8438".

The bearings described herein are based of Grid North as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 28, 2016, is based on a survey of the premises performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief. The survey of which is filed in Survey Record Volume 145, Plat Number 7 of the Warren County Engineer's Record of Land Division, also being the Right-of-Way Improvement Plan for the WAR-CR230/CR134-3.14/0.54 Project.

American Structurepoint, Inc.



Brian P. Bingham
Registered Professional Surveyor No. 8438



1/12/2017
Date

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #09-16-300-004 (Pt.)**

ARTICLES OF AGREEMENT

This Temporary Easement Agreement ("Agreement") is entered into the date stated below by Melanie R. Howard and David S. Howard, wife and husband, whose tax mailing address is 3018 Old Route 122, Waynesville, OH 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary temporary access rights for the WAR-CR230/CR134-3.14/0.54 Project (PID 100784), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 16-1430, dated September 8, 2016.

That the Grantors, for and in consideration of the sum of One Thousand Nine Hundred and Thirty One Dollars (\$1,931.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing the necessary project improvements, upon and over the lands hereafter described, situated in Section 16, Town 4 East, Range 4 North, Wayne Township, Warren County, State of Ohio and further described as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for details.**

**See Right-of-Way Plans filed in Survey Record Volume 145 Plat No. 7 of the
Warren County Engineer's Record of Land Division for drawing filed 1/10/2017.**

The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the WAR-CR230/CR134-3.14/0.54 Project (PID 100784), or December 31, 2018.

Grantors acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

[the balance of the page is blank]

GRANTORS

IN EXECUTION WHEREOF, Melanie R. Howard and David S. Howard, the Grantors herein, have hereunto set their hands on the date stated below.

SIGNATURE: Melanie R. Howard
PRINTED NAME: Melanie R. Howard
DATE: 3/9/17

SIGNATURE: David S. Howard
PRINTED NAME: David S. Howard
DATE: 3-9-17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9th day of MARCH, 2017, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be **Melanie R. Howard** and **David S. Howard**, being the Grantors in the foregoing Agreement, and acknowledged 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.



WILLIAM A. TAYLOR
Notary Public, State of Ohio
My Commission Expires
May 21, 2020

Notary Public: [Signature]
My commission expires: 05/21/2020

the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President or Vice-President on the date stated below, pursuant to Resolution No. 17-1501, dated 9/26/17

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/26/17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26th day of September, 2017 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Easement, and acknowledged the signing thereof to be his or her voluntary act and deed, and pursuant to the Resolution authorizing such 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. 12/26/17

Notary Public: [Signature]
My commission expires: 12/26/17

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1325
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

EXHIBIT A

LPA RX 887 T

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Rev. 07/09

Ver. Date 09/28/2016

PID 100784

**PARCEL 13-T
WAR-CR230/CR134-3.14/0.54
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
COMPLETE GRADING AND CONSTRUCT 2 DRIVEWAYS
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, Township of Wayne, Section 16, Town 4 East, Range 4 North, Between the Miamis, and being part of that 1.209 acre tract of land described in a deed to **Melanie R. Howard and David S. Howard**, of record in Official Record 4509, Page 224, all records referenced herein are on file at the Office of the Recorder for Warren County, Ohio, being a parcel lying on the left side of the centerline of right-of-way for Old State Route 122 (CR 230) and a parcel lying on the right side of the centerline of right-of-way for Township Line Road (CR 134), both as delineated on the centerline plat for WAR-CR230/CR134-3.14/0.54, said parcel being more particularly bounded and described as follows:

Commencing for reference at a point on the centerline of right-of-way for Old State Route 122, being on the south line of said Section 16, said point being the southeast corner of said 1.209 tract, being the southwest corner of that 1.000 acre tract of land described in a deed to Dwight W. Knisley and Roberta S. Knisley, of record in Official Record 218, Page 275, and said point being at Old State Route 122 centerline of right-of-way Station 312+20.59;

Thence **North 05 degrees 22 minutes 01 second East**, along the east line of said 1.209 tract and along the west line of said 1.000 tract, a distance of **30.00 feet** to a point on the existing north right-of-way line for Old State Route 122, (reference a 5/8" iron pin bearing North 05 degrees 08 minutes 16 seconds West at a distance of 0.12 feet), said point being 30.00 feet left of Old State Route 122 centerline of right-of-way Station 312+20.65, and said point being the **TRUE POINT OF BEGINNING** for this description;

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Thence across said 1.209 tract along the following seven (7) described courses:

1. **North 84 degrees 44 minutes 43 seconds West**, along the existing north right-of-way line for said Old State Route 122, a distance of **95.45 feet** to a point at a point of curvature at the east corner of a proposed right-of-way parcel for said Old State Route 122, said point being 30.00 feet left of Old State Route 122 centerline of right-of-way Station 311+25.19;
2. Along the arc of a curve to the right, along the northeast line of a proposed right-of-way parcel for said Old State Route 122, said curve having a radius of **54.06 feet**, a central angle of **90 degrees 06 minutes 44 seconds**, and an arc length of **85.02 feet** to a point of tangency, said point being 34.00 feet right of Township Line Road centerline of right-of-way Station 500+84.23, said curve being subtended by a long chord having a bearing of **North 39 degrees 41 minutes 21 seconds West** and a length of **76.52 feet**;
3. **North 05 degrees 22 minutes 01 second East**, along the east line of a proposed right-of-way parcel for Township Line Road, a distance of **128.77 feet** to a point, said point being 34.00 feet right of Township Line Road centerline of right-of-way Station 502+13.00;
4. **South 43 degrees 26 minutes 49 seconds East**, a distance of **21.26 feet** to a point, said point being 50.00 feet right of Township Line Road centerline of right-of-way Station 501+99.00;
5. **South 79 degrees 33 minutes 12 seconds East**, a distance of **45.18 feet** to a point, said point being 95.00 feet right of Township Line Road centerline of right-of-way Station 501+95.00;
6. **South 09 degrees 01 minute 58 seconds West**, a distance of **157.16 feet** to a point, said point being 38.00 feet left of Old State Route 122 centerline of right-of-way Station 311+22.00;
7. **South 84 degrees 44 minutes 43 seconds East**, a distance of **98.66 feet** to a point on the east line of said 1.209 tract, being on the west line of said 1.000 tract, said point being 38.00 feet left of Old State Route 122 centerline of right-of-way Station 312+20.66;

Thence **South 05 degrees 22 minutes 01 second West**, along the east line of said 1.209 tract and along the west line of said 1.000 tract, a distance of **8.00 feet** to the **TRUE POINT OF BEGINNING** for this description.

EXHIBIT A

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The above description contains a total area of **0.221** acres within Warren County Auditor's parcel number 916300004.

The bearings described herein are based of Grid North as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 28, 2016, is based on a survey of the premises performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief. The survey of which is filed in Survey Record Volume 145, Plat Number 7 of the Warren County Engineer's Record of Land Division, also being the Right-of-Way Improvement Plan for the WAR-CR230/CR134-3.14/0.54 Project.

American Structurepoint, Inc.


Brian P. Bingham
Registered Professional Surveyor No. 8438



1/12/2017
Date

Resolution

Number 17-1502

Adopted Date September 26, 2017

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SOUTHPOINTE ENGINEERING SYSTEMS AND THE BOARD OF COUNTY WARREN COUNTY COMMISSIONERS FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S KIP WIDE FORMAT PRINTER/COPIER

BE IT RESOLVED, to approve and authorize the vice president of the Board of County Commissioners to enter into a Professional Service Agreement by and between Southpointe Engineering Systems, 2450 Civic Center Dr., Cincinnati, OH 45231, and this Board of Warren County Commissioners relevant to the Warren County Water and Sewer Department's KIP Wide Format Printer/Copier, copy of said agreement attached hereto and made part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jmb

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

Resolution

Number 17-1503

Adopted Date September 26, 2017

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO EQUIPMENT AGREEMENT AND SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC FOR THE PURCHASE OF A RICOH MP C3004ex COPIER ON BEHALF OF WARREN COUNTY DATA PROCESSING

BE IT RESOLVED, to authorize the President of the Board to enter into an equipment agreement and scope of services agreement with Woodhull, LLC; copy of said agreements as attached hereto and made a part hereof.

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

Mr. Grossmann -- yea
Mr. Young -- yea
Mrs. Jones -- yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: c/a – Woodhull, LLC
Data Processing (file)



Equipment Agreement

Woodhull, LLC
www.woodhullusa.com

Bill To:		Ship To:	
Account	Warren County Data Processing	Account	Warren County Data Processing
Address 1	406 Justice Drive	Address 1	406 Justice Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon, OH
Email	ben.clift@co.warren.oh.us	County	Warren
Zip	45036	Zip	45036
Contact	Ben Clift	Meter Contact	Ben Clift
Phone #	(513) 695-1990	Phone #	(513) 695-1990
Fax #		Fax #	

Payment Method and Terms			
Order Date:		CC #	V#:
Payment Method:	Net 10 Days		Exp:
Sales Tax Status:	Exempt: Attach Form	Card Holder Signature	Billing Zip:
Additional 3% fee charged on credit card purchases			

Qty	Equip ID	Model / Description	Serial Number	Unit Cost	Extended Price
1		Ricoh MP C3004ex Color MFD		6,494.00	\$6,494.00
1		Fax Option Type M19			
1		Paper Feed Unit PB3240 (550 x 2)			

Initial Supplies:	Qty	Item Number	Description	Incl in Prog?	Unit Cost	Extended Price
<p>NOTE: To order supplies after this "Initial Supply Order" call 800 783-7156 or visit www.WoodhullUSA.com Remember to re-order Toner as soon as you add your last Toner bottle to your MFP Copier.</p>						

Equipment To Be Removed or Returned		Subtotal	Extended Price
Is Equipment to be picked up from Customer with this Order?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		\$6,494.00
If Yes, Describe Pickup Transaction, And fill out ERF in detail, attach.	NO PICKUPS	Delivery / Install Fee	\$0.00
General Terms of Agreement:		Credit Card Fee:	
<small>NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER. THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY CUSTOMER AND A WOODHULL, LLC OFFICER. BY SIGNING, CUSTOMER ACCEPTS THAT THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION. THIS ORDER IS CONTINGENT UPON WOODHULL, LLC MANAGEMENT APPROVAL. THE SELLER RETAINS A SECURITY INTEREST IN EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL.</small>		Sales Tax Rate: 0.00%	\$0.00
		Total Purchase Price	\$6,494.00
		Deposit with Order:	Check # : <enter>

Accepted by Customer:	Consultant Signature
Authorized Signature	
Printed Name Tom Grossmann	Consultant Printed Name Kevin Gates
Title/Position President	Consultant Number
Date 9/26/17	Date 8/30/17



Scope of Services Agreement

Bill To:		Ship To:	
Account	Warren County Data Processing	Account	Warren County Data Processing
Address 1	406 Justice Drive	Address 1	406 Justice Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon 45036
Email	ben.clift@co.warren.oh.us Zip 45036	I.T. Contact	Ben Clift Phone (513) 695-1990
Contact	Ben Clift	Meter Contact	
Phone	(513) 695-1990 Fax	Meter email	

Payment Terms: Net 10 Days
Tax Exempt? YES - Attach Form

Start Date _____ **Base Charge is Quarterly, unless checked here** **Other:** _____
End Date _____ **Meter Frequency is Quarterly, unless checked here** **Other:** _____
Term: 12 **Months** **Note: Subject to approval by Woodhull, LLC management.**

- Select All that Apply to this Agreement (Scope of Services):
- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
 - Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
 - Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
 - Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
 - Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Monthly Base Charge	Monthly Base Clicks	Overage Click Charge
				B/W			Same as Existing	Same as Existing
				Color			Same as Existing	Same as Existing
					Total	Existing		
Terms and Conditions Supplemented to Existing Agreement								
Service will be linked to Contract on Equipment ID's 14337 and 14336								

(PLUS TAX)

DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:

- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. PRICE per MFD: \$250

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

<ul style="list-style-type: none"> • PRINT AUDIT Rules-Based Printing / Cost Recovery • PRINT AUDIT "Follow-Me" / Secure Release Printing 	No. of Workstations Included: None No. of Printers and MFDs Included: None
---	---

Accepted by Customer:

Authorized Signature _____ Printed Name <u>Tom Grossmann</u> Title/Position <u>President</u> Date <u>9/20/17</u>	Consultant Signature <u>Kevin Gates</u> Consultant Printed Name <u>Kevin Gates</u> Consultant Number _____ Date <u>8/30/17</u>
---	---

Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

- A. SCOPE OF SERVICES:** The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.
- This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 30 and 90 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.
- B. PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.
- C. MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.
- WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.
- D. FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.
- E. MAINTENANCE:** During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).
- F. SERVICE LIMITATIONS:** Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.
- If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.
- The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available.
- G. NETWORK INDEMNITY:** From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.
- H. SUPPLIES:** Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customer's expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.
- I. CLICKS:** In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.
- J. RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable.
- K. TRANSFERRING:** Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.
- L. INDEMNITY:** Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.
- M. DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. METER READINGS:** Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.
- O. CONFIDENTIALITY CLAUSE:** WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer Information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.



ADDENDUM TO
Scope of Services Agreement
TERMS AND CONDITIONS

Addendum to Scope of Services agreement:

Customer: Warren County Data Processing
Scope of Services agreement dated: 8/30/17

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

Section A. SCOPE OF SERVICES:

Remove sentence beginning with "At the end of the first year ..."

Section B. PAYMENT:

Remove sentence beginning with "If it is necessary for WLLC to proceed ..."

Section G. NETWORK INDEMNITY:

Remove words "or liabilities to third parties"

Section L. INDEMNITY:

Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC
Service provider
Signature: Kevin Gates
Print Name: Kevin Gates
Imaging Consultant - Major Accounts
Title: Date

Warren County Data Processing
Customer
Signature: Tom Grossmann
Print Name: Tom Grossmann
President
Title: 9/26/17
Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

APPROVED AS TO FORM
Keith W. Anderson
Asst. Prosecuting Attorney

OFFICES OF WARREN COUNTY, OHIO
PURCHASE ORDER - REQUISITION - CERTIFICATE

Cooper

ORDER NO. 22836 ✓

Lebanon, Ohio

Date 9-8-17

Vendor Name Woodhull
 Street _____
 City, State, Zip _____

Vendor # 79464 ✓ Fund # 101
 Trans. Code _____ Subfund # _____

Remittance Address (Required)
 Street 125 Commercial Way
 City, State, Zip Springboro, OH 45066

Prog. Code _____ Function # 1401
 Class. Code _____ Object # 317

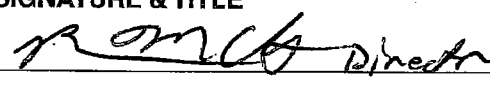
Memo State Term # 800310 STS 096 ✓
Data Board attached ✓

Total P.O. Amount \$16,494.00 ✓

Auditor's Use Only:


QUANTITY	DESCRIPTION OF SERVICES	PRICE
1	Ricoh MP C3004ex Color MFD	✓ \$16,494.00 ✓
	Fax Option Type M19	
	Paper Feed Unit PB3240 (350 x 2)	

OFFICE OR DEPARTMENT
Data Processing / GIS

SIGNATURE & TITLE
 Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

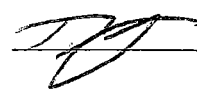
It is hereby certified that the amount (\$16,494.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of Data

County Commissioners
 (If Applicable)


Fund free from any obligation or certification now outstanding.

Date Posted 9-19-2017
 By Donna Hannigan Deputy

MATT NOLAN, AUDITOR


 Date Approved 9.19.17

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

Resolution

Number 17-1504

Adopted Date September 26, 2017

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

Veterans \$ 1,000.00

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/20/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: between purchase orders
when relief was issued.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1,000.00

VENDOR NAME Orchard of Landen

DESCRIPTION OF SERVICES Rent - 6 months

DATE OF OBLIGATION 7/31/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 177856.14 DATE 7.31.17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 185642.83 DATE 9.22.17

FUND BALANCE NOW \$ 38604547.12

CERTIFIED BY: Matt Nolan 2017 SEP 20 PM 12:07

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 17-1505

Adopted Date September 26, 2017

APPROVE VARIOUS REFUNDS

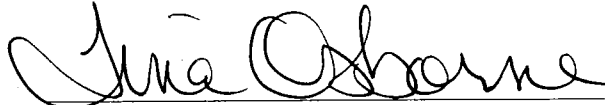
BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor rg
Refunds file

Resolution

Number 17-1506

Adopted Date September 26, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/21/2017 001, #09/21/2017 002, #09/21/2017 003, #09/21/2017 004, #09/21/2017 005, #09/21/2017 006, #09/21/2017 007 and #09/21/2017 008; said batches are attached hereto and made a part hereof.

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

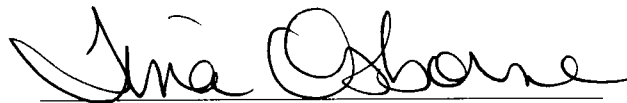
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 17-1507

Adopted Date September 26, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH TRAILS OF SHAKER RUN HOLDINGS LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TRAILS OF SHAKER RUN, SECTION ELEVEN SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	17-021 (W/S)
Development	:	Trails of Shaker Run, Section Eleven
Developer	:	Trails of Shaker Run Holdings LLC
Township	:	Turtlecreek
Amount	:	\$11,464.00
Surety Company	:	North Side Bank and Trust Company (LOC #759)

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Trails of Shaker Run Holdings LLC, 5780 State Route 128, Cleves OH 45002
North Side Bank and Trust Co., 4125 Hamilton Ave., Cincinnati OH 45223
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

17-021 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Trails of Shaker
Run Holdings LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
North Side Bank and Trust (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Trails of
Shaker Run **Subdivision, Section/Phase Eleven** (3) (hereinafter the "Subdivision") situated in
Tustlercreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ 114,633.50,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$ 11,464.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 11,464.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Trails of Shaker Run Holdings LLC

5770 St Rt 128

Cleves OH 45002

Ph. (513) 353 - 5380

D. To the Surety:

North Side Bank & Trust Co.

4125 Hamilton Ave.

Cincinnati OH 45223

Ph. (513) 542 - 7800

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 759)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Paul L Welsh

PRINTED NAME: David Welsh

TITLE: Manager

DATE: 9-18-2017

SURETY:

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

SIGNATURE: Paul B Fedic

PRINTED NAME: Paul B Fedic

TITLE: Sr. Vice President

DATE: 9/18/17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1501, dated 9/26/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/26/17

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

North Side Bank
AND TRUST COMPANY

September 18, 2017

To The Beneficiary:

Board of Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit No. 759

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. 759 in your favor for the account of Trails of Shaker Run Holding, LLC for improvements in The Trails of Shaker Run Subdivision Section Eleven Development, Warren County, Ohio up to an aggregate amount of Eleven Thousand Four Hundred Sixty Four and 00/100 (\$11,464.00) United States Dollars available by your draft(s) at sight when drawn on The North Side Bank And Trust Company.

Drafts to be accompanied by the following document(s):

1. Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of accompanying draft represents an amount due and payable as a result of the fact that Trails of Shaker Run Holdings, LLC has defaulted in the performance of installation and maintenance of improvements within the subdivision in accordance with the Security Agreement for streets and appurtenances dated September 18, 2017 between the BOARD OF WARREN COUNTY COMMISSIONERS AND Trails of Shaker Run Holdings, LLC.;
2. Original Letter of Credit and any amendments:
Draft(s) must be marked "Drawn under The North Side Bank And Trust Company Standby Letter of Credit No. 759 dated September 18, 2017." We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at "The North Side Bank And Trust Company" not later than the expiration date of September 18, 2018, or any future expiration date.

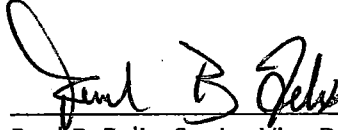
It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one year periods unless at least (60) days prior to any draft presentment deadline we notify Warren County Administrator, at the address listed above, in writing, by certified or registered mail, that we elect not to consider this Letter of Credit renewed for any such additional period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

The draft presentment deadline set forth in this Letter of Credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline or any prior extension thereof, The North Side Bank And Trust Company notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036 that the draft presentment deadline shall not be extended for a successive one year period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

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

This credit is subject to the Uniform Customs and Practice for Documentary Credits International Chamber of Commerce Brochure No. 500.

THE NORTH SIDE BANK AND TRUST COMPANY



Paul B. Felix, Senior Vice President

Resolution

Number 17-1508

Adopted Date September 26, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TRAILS OF SHAKER RUN HOLDINGS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TRAILS OF SHAKER RUN, SECTION ELEVEN SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

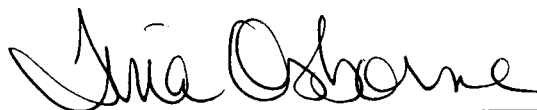
Bond Number	:	17-021 (P/S)
Development	:	Trails of Shaker Run, Section Eleven
Developer	:	Trails of Shaker Run Holdings, LLC
Township	:	Turtlecreek
Amount	:	\$91,999.70
Surety Company	:	North Side Bank & Trust (loc#758)

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES
(including sidewalks)

Security Agreement No.

17-021(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Trails of Shaker Run Holdings LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and North Side Bank and Trust (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Trails of Shaker Run Subdivision, Section/Phase Eleven (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$353,972.20, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$70,769.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$91,999.70 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$70,794.44 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Trails of Shaker Run Holdings LLC

5780 St Rt 128

Cleves OH 45002

Ph. (513) 353 - 5380

D. To the Surety:

North Side Bank & Trust
4125 Hamilton Ave.
Cincinnati OH 45223

Ph. (513) 542 - 7800

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 758)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Phil C Webb

PRINTED NAME: David Welsh

TITLE: Manager

DATE: 9-18-2017

SURETY:

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

SIGNATURE: Paul B Felix

PRINTED NAME: Paul B Felix

TITLE: Sr. Vice President

DATE: 9/18/17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1508, dated 9/26/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

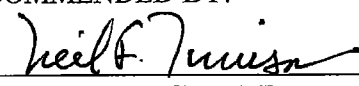
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/26/17

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

North Side Bank
AND TRUST COMPANY

September 18, 2017

To The Beneficiary:

Board of Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit No. 758

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. 758 in your favor for the account of Trails of Shaker Run Holding, LLC for improvements in The Trails of Shaker Run Subdivision Section Eleven Development, Warren County, Ohio up to an aggregate amount of Ninety One Thousand Nine Hundred Ninety Nine and 70/100 (\$91,999.70) United States Dollars available by your draft(s) at sight when drawn on The North Side Bank And Trust Company.

Drafts to be accompanied by the following document(s):

1. Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of accompanying draft represents an amount due and payable as a result of the fact that Trails of Shaker Run Holdings, LLC has defaulted in the performance of installation and maintenance of improvements within the subdivision in accordance with the Security Agreement for streets and appurtenances dated September 18, 2017 between the BOARD OF WARREN COUNTY COMMISSIONERS AND Trails of Shaker Run Holdings, LLC.;
2. Original Letter of Credit and any amendments:
Draft(s) must be marked "Drawn under The North Side Bank And Trust Company Standby Letter of Credit No. 758 dated September 18,2017." We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at "The North Side Bank And Trust Company" not later than the expiration date of September 18, 2018, or any future expiration date.

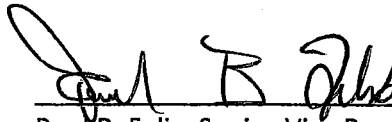
It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one year periods unless at least (60) days prior to any draft presentment deadline we notify Warren County Administrator, at the address listed above, in writing, by certified or registered mail, that we elect not to consider this Letter of Credit renewed for any such additional period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

The draft presentment deadline set forth in this Letter of Credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline or any prior extension thereof, The North Side Bank And Trust Company notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036 that the draft presentment deadline shall not be extended for a successive one year period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

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

This credit is subject to the Uniform Customs and Practice for Documentary Credits International Chamber of Commerce Brochure No. 500.

THE NORTH SIDE BANK AND TRUST COMPANY



Paul B. Felix, Senior Vice President

Resolution

Number 17-1509

Adopted September 26, 2017

APPROVE VARIOUS RECORD PLATS

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

- The Trails of Shaker Run Section Eleven – Turtlecreek Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 17-1510

Adopted Date September 26, 2017

CREATE NEW FUND #208- COUNTY AND TRANSIT AUTHORITY MEDICAID SALES
TAX TRANSITION

WHEREAS, to create Fund #208 – County and Transit Authority Medicaid Sales Tax Transition;
and

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

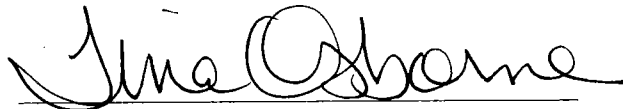
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Commissioners file
OMB

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

Resolution

Number 17-1511

Adopted Date September 26, 2017

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL
APPROPRIATION WITHIN FUND 449 VARIOUS SEWER ASSESSMENT PROJECTS

BE IT RESOLVED, to accept an amended certificate from the Warren County Water and Sewer
Department for fund 449 in the amount of \$1,710.00; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$1,710.00 into 449-xxxx-3300-400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jmb

cc: Auditor 
Amended Certificate file
Supplemental App. file
Water/Sewer (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36


Office of Budget Commission, County of Warren, Lebanon, Ohio, September 25, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2017	Taxes	Other Sources	Total
Various Sewer Assessment Projects	\$0.00	\$0.00	\$1,710.00	\$1,710.00
Fund 449				
TOTAL	\$0.00	\$0.00	\$1,710.00	\$1,710.00

2017 SEP 25 AM 11 09

_____)
 _____)
)
 _____) Budget
 _____) Commission

AMEND 17 12
 Fund 449-4520-100 +1,710.00
 235,599 less outstanding advance (233,889.00) = 1,710.00

Resolution

Number 17-1512

Adopted Date September 26, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

WHEREAS, a supplemental appropriation is necessary to appropriate additional monies into Classroom Training; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into Fund #258-5800:


\$4,000 into #258-5800-663 (Classroom Training - Adult)

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor YJ
Supplemental App file
OhioMeansJobs (file)
OMB

Resolution

Number 17-1513

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT OF
COMMON PLEAS FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#101-1260-830	(Workers Compensation-D..A.W.R.)
	into	#101-1260-910	(Other Expenses)

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


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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)
OMB

Resolution

Number 17-1514

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM BOARD OF ELECTIONS FUND
#101-1301 INTO #101-1300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$520.00 from #101-1301-151 (Poll Workers)
 into #101-1300-860 (Life Insurance)


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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1515

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustments:

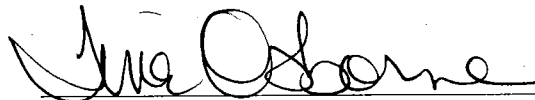
\$10,000.00	from	#101-2200-210	(Operating Supplies)
	into	#101-2200-400	(Purchased Services)
\$3,000.00	from	#101-2200-210	(Operating Supplies)
	into	#101-2200-910	(Other Expense)

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


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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1516

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN VETERANS FUND #101-5210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000.00	from	#101-5210-830	(Workers Compensation)
	into	#101-5210-910	(Other Expense)
\$ 4,000.00	from	#101-5210-830	(Workers Compensation)
	into	#101-5210-317	(Capital Purchases under \$10,000)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Veterans (file)
OMB

Resolution

Number 17-1517

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF DEVELOPMENTAL
DISABILITIES FUND #205

BE IT RESOLVED, to approve the following appropriation adjustments:

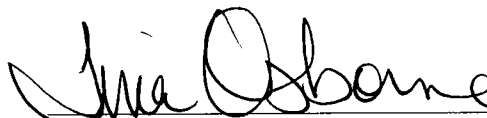
\$ 20,000.00	from	#205-6710-478	(Contract Services)
	into	#205-6710-940	(Travel)
\$ 15,000.00	from	#205-6710-478	(Contract Services)
	into	#205-6710-850	(Training)
\$600,000.00	from	#205-6710-478	(Contract Services)
	into	#205-6710-400	(Purchased Services)
\$ 25,000.00	from	#205-6710-478	(Contract Services)
	into	#205-6710-210	(Office Supplies)


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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Developmental Disabilities (file)
OMB

Resolution

Number 17-1518

Adopted Date September 26, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #238

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for former employee Adam Jones:

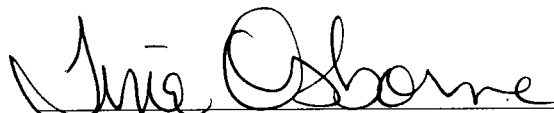
\$3,000	from	#238-5800-102	(Regular Salaries)
	into	#238-5800-882	(Vacation Payout)


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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 17-1519

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #253

BE IT RESOLVED, to approve the following appropriation adjustments within County Court Fund #253

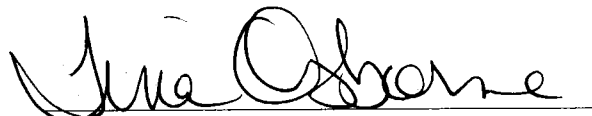
\$ 762.70	from	#253-1280-811	(PERS)
	into	#253-1280-102	(Regular Salaries)
\$ 125.00	from	#253-1280-871	(Medicare)
	into	#253-1280-102	(Regular Salaries)
\$2,511.68	from	#253-1280-820	(Health Insurance)
	into	#253-1280-102	(Regular Salaries)
\$ 40.00	from	#253-1280-860	(Life Insurance)
	into	#253-1280-102	(Regular Salaries)


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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
County Court (file)
OMB

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

Resolution

Number 17-1520

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustments:


\$11,766.75	from #273-5100-317	(Capital Purchase under \$10,000)
	into #273-5100-447	(Child Placement Specialized)
\$19,557.00	from #273-5100-320	(Capital Purchase \$10,000 & over)
	into #273-5100-447	(Child Placement Specialized)
\$1,378.43	from #273-5100-463	(Vehicles-Insurance)
	into #273-5100-447	(Child Placement Specialized)
\$8,825.00	from #273-5100-495	(Specialized Care Program)
	into #273-5100-447	(Child Placement Specialized)
\$20,000.00	from #273-5100-496	(Daycare)
	into #273-5100-447	(Child Placement Specialized)
\$76.94	from #273-5100-881	(Accum. Sick Leave Payout)
	into #273-5100-447	(Child Placement Specialized)
\$20,000.00	from #273-5100-910	(Other Expense)
	into #273-5100-447	(Child Placement Specialized)
\$15,076.90	from #273-5100-625	(Post Adoption Spec. Svc. Subsidy)
	into #273-5100-910	(Other Expense)


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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Children Services (file)
OMB

Resolution

Number 17-1521

Adopted Date September 26, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,900.00	from	#492-3819-371	(Data Hardware)
	into	#492-3819-400	(Purchased Services)

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

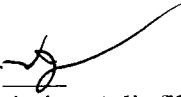
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)
OMB

Resolution

Number 17-1522

Adopted Date September 26, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN COUNTY FAIRGROUNDS
CONSTRUCTION FUND #498

BE IT RESOLVED, to approve the following appropriation adjustment:

\$169.73 from #498-3740-320 (Commissioners – Cap. Purchases 10,000 & over)
 into #498-3740-910 (Commissioners – Other Expense)

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ry
Appropriation Adjustment file
Fairgrounds (file)
OMB

Resolution

Number 17-1523

Adopted Date September 26, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #09/26/2017 001, #09/26/2017 002, #09/26/2017 003, #09/26/2017 004, and #09/26/2017 005; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 17-1524

Adopted Date September 26, 2017

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$129,254.45 OF SPECIAL ASSESSMENT BONDS (IRWIN-SIMPSON ROAD SEWER IMPROVEMENT AREA)

WHEREAS, the County Auditor of the County of Warren, Ohio, has heretofore certified that the estimated life of the extension of a sanitary sewer line down Irwin-Simpson Road and along Auburn Place, East Plain Drive and West Plain Drive and related and necessary work (the "Project") is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor, in accordance with the special assessment proceedings, is twenty (20) years;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren (herein the "County"), Ohio:

SECTION 1. That it is necessary to issue and sell bonds of the County of Warren, Ohio, in the principal sum not to exceed \$129,254.45 in anticipation of the levy and collection of special assessments, for the purpose of (1) financing the costs of the Project and (2) paying certain costs related to the issuance of bonds, together with other permissible costs under the Uniform Public Securities Law. Said Bonds shall be issued and sold pursuant to Section 133 of the Ohio Revised Code and this resolution. The bond issue shall be designated "Special Assessment Bonds (Irwin-Simpson Road Sewer Improvement Area)" (the "Bonds"). The proceeds from the sale of the Bonds shall be apportioned, deposited and credited in accordance with Section 133.32 of the Revised Code to the purpose set forth in the preambles hereto.

SECTION 2. That bonds of the County of Warren, Ohio shall be issued in said principal sum not to exceed \$129,254.45 for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly the Uniform Public Securities Law of the Revised Code. Said Bonds shall be dated their date of issuance, shall be sold to the County Treasurer in accordance with its offer, and shall be issued as fully registered bonds in the denominations as requested by the County Treasurer. The Bonds may be issued in certificate form registered in the name of the purchaser thereof or in book-entry only form registered in the name or street name of the depository. The Bonds shall bear interest at the rate of four and twenty-one hundredths percent (4.21%), payable semiannually on each June 1 and December 1, commencing June 1, 2018, until maturity, and shall be subject to mandatory sinking fund redemption on the 1st day of December of the years 2018 through 2037 as set forth below. Interest shall be calculated on a 30-day month, 360 day year basis. The County Auditor shall be the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds.

The Bonds are subject to redemption prior to maturity at the option of the County.

The Bonds scheduled to mature December 1, 2037 will be subject to mandatory sinking fund redemption in part on each December 1, commencing December 1, 2018 at the redemption

price of 100% of the principal amount thereof to be redeemed plus accrued interest to the respective redemption dates in the principal amounts and in the years as follows:

<u>Redemption Date</u> <u>(December 1)</u>	<u>Principal Amount</u> <u>To be Redeemed</u>	<u>Redemption Date</u> <u>(December 1)</u>	<u>Principal Amount</u> <u>To be Redeemed</u>
2018	\$3,405.15	2028	\$6,457.66
2019	4,455.44	2029	6,729.54
2020	4,643.02	2030	7,012.84
2021	4,838.48	2031	7,308.08
2022	5,042.18	2032	7,615.76
2023	5,254.46	2033	7,936.38
2024	5,475.68	2034	8,270.50
2025	5,706.20	2035	8,618.68
2026	5,946.44	2036	8,981.54
2027	6,196.78		

Unless otherwise called for redemption, the remaining \$9,359.64 principal amount of such Bonds will be payable at stated maturity (December 1, 2037).

If fewer than all of the outstanding Bonds of a single maturity are called for redemption, the selection of Bonds to be redeemed, or portion thereof, shall be made by lot by the Paying Agent and Registrar in any manner which the Paying Agent and Registrar may determine.

At least thirty (30) days before the redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, postage prepaid, to all registered owners of bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive numbers or letters, if any, of such Bonds to be redeemed. So long as the County Treasurer is the owner of one hundred percent of the outstanding Bonds, the foregoing notice provisions shall not apply.

On the date so designated for redemption, notice having been published in the manner and under the conditions hereinabove provided and moneys for payment of the redemption price being held in separate accounts by the Paying Agent and Registrar for the holders of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

SECTION 3. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Bonds shall be in fully

registered form. The Bonds shall bear the signatures of the members of this Board of County Commissioners and of the County Auditor, which may be facsimile signatures, and may, but shall not be required to, have the County Auditor's seal or facsimile thereof affixed, provided that the Bonds shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar for the Bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be payable on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for each June 1 and December 1 interest payment date, respectively) on the bond registration records as the registered owner thereof, by check or draft mailed to such registered owner's address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered owner of the Bonds as the absolute owner thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provision of this resolution to the contrary, with the approval of the County, the Paying Agent and Registrar may enter into an agreement with the registered owner of a Bond providing for making all payments to that registered owner of principal of and interest on, and any premium on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this resolution, without prior presentation or surrender of such Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and the County. That payment in any event shall be made to the person who is the registered owner of such Bond on the date that principal and premium is due, or with respect to the payment of interest, as of the applicable record date or other date agreed upon, as the case may be. The Paying Agent and Registrar will furnish a copy of each of these agreements, certified to be correct by an officer of the Paying Agent and Registrar, to any other paying agents for the Bonds and to the County. Any payment of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

Pursuant to the preceding paragraph, bond service charges on the Bonds shall be payable in the next day or federal funds delivered or transmitted (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this resolution.

SECTION 4. That for the payment of said Bonds and the interest thereon, the full faith, credit and revenues of the County are hereby irrevocably pledged and for the purpose of providing the necessary funds to pay the interest on the foregoing issue of Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Bonds at maturity, there shall be and is hereby levied on all the taxable property in said County, in addition to all other taxes, a direct tax annually during the period said Bonds are to run, inside of the limitations of Section 2 of Article XII of the Constitution of Ohio, which tax shall be sufficient in amount to provide for the payment of the interest upon said Bonds when and as the same falls due and to provide for the retirement and discharge of the principal of said Bonds at maturity.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which, together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest and the principal of said Bonds when and as the same fall due; provided, however, to the extent that in each year other available funds are appropriated and applied to the payment of the principal and interest of said Bonds, the amount of such tax shall be reduced by the amount of said funds so appropriated and applied to such payment.

SECTION 5. The proceeds from the sale of such consolidated issue shall be apportioned, deposited and credited in accordance with Section 133.32 of the Revised Code to the respective purposes and funds in accordance with the amount of bonds authorized by this resolution and the amount of bonds authorized by the other resolutions.

SECTION 6. That said Bonds shall be sold to the County Treasurer at the price of par, plus accrued interest. The proceeds from the sale of said Bonds, except any accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose and the accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of said Bonds in the manner provided by law and the premium shall be used to pay costs of issuance of the Bonds.

SECTION 7. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 8. The Clerk of this Board is hereby directed to forward a copy of this resolution to the County Auditor.


RESOLUTION #17-1524
SEPTEMBER 26, 2017
PAGE 5

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Auditor (certified)
Water/Sewer (file)
Bond file
Abbot Thayer – Dinsmore & Shohl

CERTIFICATE

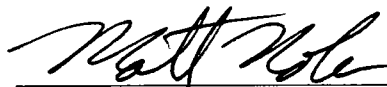
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of the County of Warren, Ohio, on the 26th day of September, 2017.



Clerk of said Board

CERTIFICATE AND RECEIPT

The undersigned hereby acknowledges certification by the receipt of a certified copy of a resolution adopted on the 27 day of Sept., 2017.



County Auditor

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned County Auditor of Warren County, Ohio, being the fiscal officer thereof within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies at the request of the Board of County Commissioners, that (a) the maximum maturity of the issue of \$129,254.45 of Bonds for the purpose of the extension of a sanitary line down Irwin-Simpson Road and along Auburn Place, East Plain Drive and West Plain Drive and related and necessary work in the County, is twenty (20) years in accordance with the special assessment proceedings, and of notes issued in anticipation of such bonds, twenty (20) years and (b) the estimated life of said improvements exceeds five (5) years.



County Auditor

Dated: 9/27/17, 2017

Resolution

Number 17-1525

Adopted Date September 26, 2017

AUTHORIZE REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE WARREN COUNTY NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT

BE IT RESOLVED, to authorize the request for qualifications for construction manager at risk services for the Warren County New Jail and Sheriff's Administration Office Project and

BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one (1) week in a newspaper of general circulation, beginning the week of October 1, 2017, and for two consecutive weeks on the County Internet Web Page; Proposal deadline is November 3, 2017 @ 1:00 p.m.

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

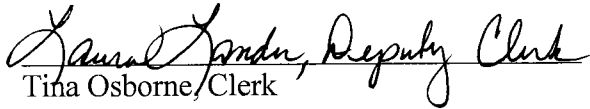
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

EH\

cc: OMB Bid file
Sheriff (file)
M. Russell
T. Zindel

Resolution

Number 17-1526

Adopted Date September 26, 2017

PLEDGING LODGING TAX REVENUE TO THE PAYMENT OF BOND SERVICE CHARGES AND ADMINISTRATIVE EXPENSES RELATED TO REVENUE BONDS TO BE ISSUED BY THE WARREN COUNTY PORT AUTHORITY TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING, AND INSTALLATION OF A MULTI-SPORT ATHLETIC COMPLEX THAT WILL BE OPERATED BY THE WARREN COUNTY CONVENTION & VISITORS' BUREAU LOCATED IN THE UNION VILLAGE DEVELOPMENT IN TURTLECREEK TOWNSHIP; AND AUTHORIZING A COOPERATIVE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE PROJECT SITE AND THE ABOVE-REFERENCED BONDS

WHEREAS, the Board of County Commissioners of Warren County, Ohio (the "Board") (i) enacted a one percent (1%) tax on transactions by which lodging by a hotel is or is to be furnished to transient guests, effective on April 1, 1980, by approving Resolution No. 80-111 on February 19, 1980 (the "Lodging Tax"); (ii) increased the Lodging Tax to two percent (2%), effective May 1, 1990, by approving Resolution No. 90-343 on March 27, 1990; and (iii) increased the Lodging Tax to three percent (3%), effective January 1, 2002, by approving Resolution No. 01-1767 on October 23, 2001; and

WHEREAS, Section 5739.09 of the Ohio Revised Code, as modified by Amended Substitute House Bill 64 of the 131st General Assembly of the State of Ohio ("H.B. 64"), effective September 29, 2015, authorizes Warren County, Ohio (the "County") to increase the Lodging Tax by not more than one percent (1%), and to use the revenue from the increased Lodging Tax, including any revenue otherwise required to be returned to townships or municipal corporations under Section 5739.09 of the Ohio Revised Code, for the purpose of paying the costs of constructing and maintaining county-owned facilities designed to host sporting events, and paying expenses deemed necessary by the convention and visitors' bureau operating in the county to promote travel and tourism with reference to the sports facilities; and

WHEREAS, pursuant to H.B. 64, the Board increased the Lodging Tax to four percent (4%), effective July 1, 2017, by approving Resolution No. 17-0741 on May 9, 2017, for the purposes of paying the costs of constructing and maintaining county owned facilities, or otherwise allowed by law, designed to host sporting events in the County, and paying expenses deemed necessary by the Warren County Convention & Visitors Bureau (the "CVB") to promote travel and tourism with reference to such destination sports facilities; and

WHEREAS, Section 5739.09 of the Ohio Revised Code, as further modified by Amended Substitute House Bill 49 of the 132nd General Assembly of the State of Ohio ("H.B. 49"), effective September 29, 2017, provides that proceeds of the Lodging Tax, as increased pursuant to authority provided by H.B. 64, may be used to pay the costs of constructing and maintaining facilities owned by a port authority created under Chapter 4582 of the Ohio Revised Code, and designed to host sporting events, expenses deemed necessary by the convention and visitors' bureau operating in the county to promote travel and tourism with reference to the sports facilities, and may be used to pay or pledge to the payment of debt service on securities issued to pay the costs of constructing, operating, and maintaining the sports facilities; and

WHEREAS, the CVB is a private, non-profit, 501(c)(6) corporation, and is the convention and visitors' bureau operating in the County to promote travel and tourism; and

WHEREAS, the CVB has requested assistance from the Board and the Warren County Port Authority (the "Port Authority") in financing the acquisition, construction, equipping, and installation of a new outdoor, multi-sport athletic complex, along with associated parking facilities and appurtenances related thereto (the "Project Facilities") located on approximately 106.277 acres in the Union Village development in Turtlecreek Township, Ohio (the "Project Site"), and such acquisition, construction, equipping, and installation of the Project Facilities and any other facilities designed to host sporting events and consistent with uses authorized under the Act, Section 5739.09 of the Ohio Revised Code, and Amended Substitute House Bill 49 of the 132nd General Assembly of the State of Ohio are referred to herein collectively as the "Project"; and

WHEREAS, in anticipation of the Project, this Board and Otterbein Homes, an Ohio non-profit corporation ("Otterbein") entered into a transfer agreement (the "Transfer Agreement") dated March 21, 2017, related to the transfer of the Project Site from Otterbein to the Board; and

WHEREAS, the Port Authority intends to (i) issue revenue bonds in the principal amount of approximately \$15,670,000 (the "Bonds"), the proceeds of which will be used to finance the Project and pay certain costs of issuance related to the Bonds; and (ii) accept a fee interest in the Project Site from Otterbein; and

WHEREAS, this Board has determined that it is necessary and in the best interests of the County to cooperate with the CVB and the Port Authority by pledging the County's Lodging Tax Revenue (as defined herein) for the payment of all Bond Service Charges and Administrative Expenses pursuant to a cooperative agreement (the "Cooperative Agreement") among this Board, the Port Authority, and U.S. Bank National Association, as trustee for the Bonds (the "Trustee");

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

Section 1. Cooperative Agreement and Other Bond Documents. The President of this Board and the County Auditor are hereby authorized and directed to sign and deliver, as applicable, in the name of and on behalf of the County, the following documents related to the Project (collectively, the "County Documents"): (i) the Cooperative Agreement, under which the County also approves the form of Trust Agreement securing revenue bonds issued by the Port Authority and agrees to provide certain information to the CVB, (ii) the Bond Placement Agreement, and (iii) the Indemnity Agreement, under which the CVB shall agree to indemnify the County and the Port Authority; each County Document in substantially the form as is now on file with the Clerk of this Board. The County Documents are approved, together with any related documents necessary to effectuate the transaction contemplated herein, as well as changes or amendments thereto that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the officers signing the County Documents on behalf of the County, all of which shall be conclusively evidenced by the signing of each of the County Documents.

Section 2. Pledge of Lodging Tax Revenue. For the payment of Financing Payments required to be paid as provided in Section 4.1 of the Cooperative Agreement, the County hereby pledges: (i) all monies collected by the County as a result of the one percent excise tax levied by the County on transactions by which lodging by a hotel is or is to be furnished to transient guests pursuant to H.B. 64; plus (ii) all monies collected by the County as a result of the three percent excise tax levied by the County on transactions by which lodging by a hotel is or is to be furnished to transient guests and in existence prior to H.B. 64, excepting amounts required to be returned to each municipal corporation or township that does not levy an excise tax on the transactions pursuant to the requirements of Section 5739.09(A)(1) of the Ohio Revised Code, less (iii) the real and actual costs

of the County in administering the excise tax, pursuant to Section 5739.09(A) of the Ohio Revised Code and the County's Hotel Lodging Excise Tax Regulations, as enacted or promulgated and amended from time to time (such amounts collectively referred to herein as the "Lodging Tax Revenue"); provided, however, that the pledge contained in this Section 1 is not effective until the date that H.B. 49 is effective.

This Board finds and determines that the Financing Payments provided in Section 4.1 of the Cooperative Agreement are "debt service charges on securities" for purposes of 5739.09(A)(8)(b) of the Ohio Revised Code. This Board further finds and determines that it is necessary and in the best interests of the County to pledge its Lodging Tax Revenue for the payment of such Financing Payments.

The County agrees to make the Financing Payments payable from County's Lodging Tax Revenue in accordance with Section 4.1 of the Cooperative Agreement.

Section 3. Other Documents. The President of this Board, County Auditor, County Prosecutor (or any Assistant County Prosecutor), and the Clerk of this Board, or other County officials, as appropriate, each are authorized and directed, either alone or in any combination, to sign any certificates, financial statements, reporting agreements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 6. Effective Date. This Resolution shall be full force and effect immediately upon its adoption.

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

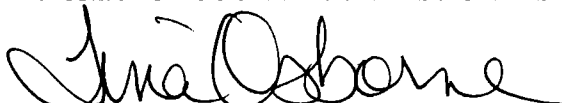
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RESOLUTION #17-1526
SEPTEMBER 26, 2017
PAGE 4

CERTIFICATE

The undersigned Clerk of the Board of County Commissioners of the Warren County, Ohio hereby certifies that the foregoing is a true copy of a Resolution duly adopted by the Board of County Commissioners of the Warren County, Ohio on September 26, 2017.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the middle.

Clerk of the Board of County Commissioners
Warren County, Ohio

cc: Auditor (certified)
Commissioners file
CVB (file)
Port Authority (file)
Lodging Tax file
OMB

Resolution

Number 17-1527

Adopted Date September 26, 2017

AUTHORIZE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AND EXECUTE CLOSING DOCUMENTS FOR THE ACQUISITION OF REAL PROPERTY FROM THE CITY OF FRANKLIN FOR THE COUNTY WATER DEPARTMENT

WHEREAS, this Board adopted Resolution No. 17-1181, on August 1, 2017, authorizing and did enter into a Real Estate Purchase Agreement with the City of Franklin, wherein the County would acquire approximately 35.1710 acres from the City of Franklin for use by the Water Department; and

WHEREAS, the County Prosecutor has determined that all contingencies in the Purchase Agreement have been satisfied or waived, and that this transaction should be closed, and the Board desires the County Administrator to execute any necessary closing documents on behalf of the Board, including without limitation the Settlement Statement and an application for real property tax exemption;


NOW THEREFORE BE IT RESOLVED, that this Board does hereby authorize the County Administrator, Tiffany Zindel, to consummate the aforementioned real estate acquisition on its behalf, and to execute any necessary closing documents including but not limited to the Settlement Statement and application for real property tax exemption.

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file
Water/Sewer (file)
Prosecutor – B. McGary

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

Resolution

Number 17-1528

Adopted Date September 26, 2017

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
SEPTEMBER 28, 2017

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
September 28, 2017.

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

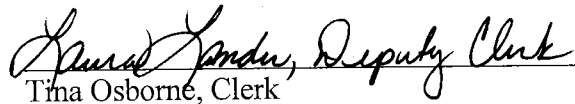
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor vg
All Departments
Commissioners file
Press