BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0335 *Adopted Date* March 19, 2019

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF MICHAEL YETTER, CHIEF ZONING INSPECTOR, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE JUNE 28, 2019

BE IT RESOLVED, to accept the resignation, due to retirement, of Michael Yetter, within the Warren County Building and Zoning Department, effective June 28, 2019.

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

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Building and Zoning (file)
M. Yetter's Personnel File
OMB – Sue Spencer
Tammy Whitaker

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0336 *Adopted Date* March 19, 2019

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

WHEREAS, there exists an opening for the "Chief Zoning Inspector" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Chief Zoning Inspector" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 20, 2019.

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

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0337 *Adopted Date* March19, 2019

APPROVE REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, David Bolton, Patrick Harlow, and Tiffany Zindel's terms on the Warren County Port Authority expired on March 6, 2019; and

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

David Bolton
Retired VP Human Resources & General Affairs
ADVICS North America, Inc.
term to expire on March 6, 2023

Patrick Harlow
Operating Partner, Gridiron Capital
4884 Maxwell Drive
Mason, OH 45040
term to expire on March 6, 2023

Tiffany Zindel
County Administrator
406 Justice Drive
Lebanon, OH 45036
term to expire on March 6, 2023

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

RB/

cc: Appointment file
Warren County Port Authority (file)
Economic Development (file)
Appointees
Laura Lander

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0338 *Adopted Date* March 19, 2019

APPROVE APPOINTMENT AND REAPPOINTMENT OF VARIOUS MEMBERS TO THE WARREN COUNTY EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to approve the following appointment and reappointment to the Warren County Communications Board:

REAPPOINT

Chief Steve Agenbroad, Clearcreek Twp. Fire term to expire 12/31/2021

APPOINT

Chief Bryan Brumagen, Mason Fire Dept. term to expire 12/31/19
(to fill unexpired term of Chief Andy Mitten)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Appointment file
Emergency Services (file)
Telecom – A. Lyons (file)
Appointees
L. lander

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0339 *Adopted Date* March 19, 2019

APPROVE AND AUTHORIZE OHIOMEANSJOBS WARREN COUNTY TO PREPARE AND SUBMIT A REQUEST FOR PROPOSAL RELATIVE TO THE CONTRACTING OF COMPREHENSIVE CASE MANAGEMENT WORKFORCE INNOVATION AND OPPORTUNITY (CCMEP WIOA) SERVICES

BE IT RESOLVED, to approve and authorize OhioMeansJobs Warren County to prepare and submit a Request for Proposal in collaboration with OhioMeansJobs Butler County and OhioMeansJobs Clermont County relative to the contracting of services CCMEP WIOA services under the Workforce Innovation and Opportunity Act.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: OhioMeansJobs (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0340 *Adopted Date* March 19, 2019

AUTHORIZE DIRECTOR OF CHILDREN SERVICES TO SIGN STATE ADOPTION SUBSIDY AND ADOPTION ASSISTANCE AGREEMENTS ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, to authorize the Director of Children Services to sign various State Adoption Subsidy and Adoption Assistance Agreements relative to daily operations of the Warren County Children Services Department, on behalf of the Warren County Board of Commissioners.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

/tao

cc: c/a—Adoption Assistance
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0341 *Adopted Date* March 19, 2019

SET PUBLIC HEARING FOR REZONING APPLICATION OF TURTLECREEK TOWNSHIP TRUSTEES (CASE #2019-2), TO REZONE APPROXIMATELY 5.051 ACRES FROM PUBLIC RECREATION ZONE "PR" TO PUBLIC INSTITUTIONAL ZONE "PI"

BE IT RESOLVED, to set the public hearing for the rezoning application of Turtlecreek Township Trustees, owner of record, (Case #2019-2), to rezone approximately 5.051 acres located at 1550 N. State Route 741 in Turtlecreek Township from Public Recreation Zone "PR" to Public Institutional Zone "PI" ; said public hearing to be April 9, 2019, at 9:15 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

/tao

cc: RPC
RZC
Rezoning file
Turtlecreek Township Trustees

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0342 *Adopted Date* March 19, 2019

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AND EXECUTE ALL CLOSING DOCUMENTS FOR THE ACQUISTION OF THE REAL ESTATE LOCATED AT 8937 BUNNELL HILL RD. FROM DAVID M. THOMPSON

WHEREAS, this Board adopted Resolution No. 16-1430, on September 8, 2016,declaring the necessity and public purpose of the Lytle Five Points (CR 46) and Bunnell Hill Road (TR128) Intersection Improvements Project; and

WHEREAS, the Board adopted Resolution No. 19-0333, on March 12, 2019, approving and entering into a Purchase Agreement (and Addendum No. 1) with David M. Thompson to acquire real estate for the Lytle Five Points and Bunnell Hill Road Intersection Roundabout Improvement Project; and

WHEREAS, upon the County Prosecutor determining all contingencies in the said Contract and Addendum No. 1 have been satisfied or waived, this transaction shall be closed and the Board desires the County Administrator or Deputy County Administrator to execute any necessary closing documents on behalf of the Board;

NOW THEREFORE BE IT RESOLVED, at least a majority of its members concurring, that the Board does hereby authorize the County Administrator or Deputy County Administrator to execute any necessary closing documents including but not limited to the Settlement Statement prepared and/or approved by the County Prosecutor's Office.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Thompson, David M.
Prosecutor's Office (Bruce McGary)
Engineer (file) (Chuck Petty)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0343 *Adopted Date* March 19, 2019

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY JUVENILE DIVISION/PROBATE COURT AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Juvenile Division/Probate Court and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: c/a – Juvenile Division/Probate Court
c/a – CSEA
Juvenile Division Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/14/19

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- ☐ Clerk of Court
- ☐ County Prosecutor
- ☒ Court of Common Pleas, Juvenile Division
- ☐ Court of Common Pleas, Domestic Relations Division
- ☐ Sheriff
- ☐ Other Legal Services Provider
- ☐ Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- ☐ Clerk of Court filing services
- ☐ Legal Services
- ☒ Magistrate Services
- ☐ Service of Process
- ☐ Security
- ☐ Other: <describe the IV-D contract>

The unit rate is $51.39 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/19 to 12/31/19. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

☒ IV-D Contract with Governmental Entity
- ☒ JFS 01772 " IV-D Contract Cover Letter"
- ☒ JFS 07018 "IV-D Contract" and attached document that describes the performance standards
- ☒ JFS 07020 "Governmental Contractor IV-D Contract Budget"
- ☒ Commissioners' resolution or minutes
- ☒ JFS 07016 "IV-D Contract Security Addendum"
- ☒ Appropriate summary page of the county cost allocation plan, if applicable
- ☐ Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

☐ IV-D Contract Amendment with Governmental Entity
- ☐ JFS 01772 "IV-D Contract Cover Letter"
- ☐ JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
- ☐ JFS 07020 "Governmental Contractor IV-D Contract Budget"
- ☐ Commissioners' resolution or minutes

- ☐ IV-D Contract with Private Entity
  - ☐ JFS 01772 "IV-D Contract Cover Letter"
  - ☐ JFS 07018 "IV-D Contract"
  - ☐ JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
  - ☐ Commissioners' resolution or minutes
  - ☐ JFS 07016 "IV-D Contract Security Addendum"

- ☐ IV-D Contract Amendment with Private Entity
  - ☐ JFS 01772 "IV-D Contract Cover Letter"
  - ☐ JFS 07037 "IV-D Contract Amendment"
  - ☐ Commissioners' resolution or minutes

The CSEA hereby certifies that:

- ☒ All required documents have been reviewed
- ☒ All required documents are included
- ☒ All mathematical calculations are correct
- ☒ This submission is timely
- ☒ All required dated signatures have been obtained
- ☐ Other: <describe the additional determinations>

3/11/2019

Signature

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Juvenile Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/19 through 12/31/19, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; to prepare and review Magistrate reports; and to conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support, enforcement of support and related orders.

   The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

   4A. **Unit Rate:** The Unit Rate for this IV-D Contract is $51.39 per Unit of Service as determined by:
   - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
   - The procurement process for a IV-D Contract with a private entity.

   4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is $32,732.80

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

   5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	$11,129.15	Local Sources
FFP Reimbursement	$21,603.65	
Total IV-D Contract Cost	$32,732.80	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Lurther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 Day, Christmas Day. .

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

   - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

   - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

   When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

   If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23. **Termination:** This IV-D Contract may be terminated:

    23A. By mutual agreement at any time after the date on which the two parties reach their decision.

    23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

    23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

    23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

    23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

    23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/11/2019	

Signature of Contractor's Representative	Printed Name of Contractor's Representative Joseph W. Kirby, Judge
Date of Signature 3-11-19	Printed Street Address of Contractor 900 Memorial Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative	Date of Signature 3/19/19
Signature of County Commissioner or Representative	Date of Signature 3/19/19
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners See page 2	Date of Signature

Prosecuting Attorney
David P. Fornshell

CHILD SUPPORT ENFORCEMENT AGENCY
WARREN COUNTY, OHIO

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
http://www.co.warren.oh.us/wcchildsupport

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Juvenile Court	
Type of IV-D Contract:	Magistrate services	
I. Staff		Estimated Amount
	A. Salaries	$168,792.00
	B. Payroll Related Expenses	$44,473.20
	Total Staff Costs	$213,265.20
II. Operations		
	A. Travel and Short Term Training	$0.00
	B. Consumable Supplies	$0.00
	C. Occupancy Costs	$0.00
	D. Indirect Costs	$0.00
	E. Contract and Professional Services	$500.00
	F. Miscellaneous	$0.00
	Total Operations Costs	$500.00
III. Equipment		
	A. Equipment Subject to Depreciation	$0.00
	B. Equipment Purchases	$0.00
	C. Leased and Rented Equipment	$0.00
	Total Equipment Costs	$0.00
	Sub-Total of All Costs	$213,765.20
	IV. MINUS Fees Collected by the Contractor	
	Total Expenses	$213,765.20

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Magistrate 1	2080	2080	$71,198.00	100.00%	$71,198.00
Magistrate 2	2080	2080	$97,594.00	100.00%	$97,594.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract	$168,792.00

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	$168,792.00	$23,630.88
Workers' Compensation/Unemployment Insurance	2.00%	$168,792.00	$3,375.84
Retirement Expense/Medicare	1.45%	$168,792.00	$2,447.48
Hospitalization Insurance Premium			$14,767.00
Other Life Insurance			$252.00
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			$44,473.20

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Amount / Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement			$0.00		
Short Term Training			$2,000.00		
Other					
Other					
Other					
Total Travel and Short Term Training					$0.00

Notes:
To subscribe to the Key Partner Membership, to attend any trainings or conferences such as the OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at per square foot:	$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	$500.00	100.00%	$500.00
Total Contract and Professional Services Costs			$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ▶ 1

1 - no
2 - yes

Carried over from Page 1 ▼

$213,765.20	÷	4,160	=	$51.39
Total Expenses	Divided by	Total Operating Units Produced by Principal Staff	Equals	Unit Rate

$51.39	X	637	=	$32,732.80
Unit Rate	Multiplied by	Total Units of Service Purchased	Equals	100% Contract Value

Ohio Department of Job and Family Services

IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.

(9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN COUNTY JUVENILE COURT
Printed Name of Contractor or Company

Signature of Contractor's Representative — Date: 3-11-19

Joseph W. Kirby
Printed Name of Contractor's Representative

Sharon R Eisenhut
Signature of Witness — Date: 3-11-19

Sharon R. Eisenhut
Printed Name of Witness

CSEA

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	Difference
Bldg Use	$ 9,687.00	$ 9,744.00	$ 9,500.00	$ 9,500.00	$ (244.00)	$ 9,540.00	$ 9,540.00	$ 10,661.00	$ 10,637.00	$ 10,637.00	$ -
Property Insurance	$ 2,620.00	$ 3,053.00	$ 1,700.00	$ 1,700.00	$ (1,353.00)	$ 1,989.00	$ 2,142.00	$ 1,485.00	$ 1,572.00	$ 1,503.00	$ (69.00)
Insurance	$ 7,893.00	$ 6,696.00	$ 4,258.00	$ 4,258.00	$ (2,438.00)	$ 3,760.00	$ 3,392.00	$ 1,988.00	$ 2,492.00	$ 2,017.00	$ (475.00)
Commissioners	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Bldg. Maintenance	$ 117,978.00	$ 133,034.00	$ 117,300.00	$ 117,314.00	$ (15,720.00)	$ 154,060.00	$ 133,238.00	$ 143,509.00	$ 119,862.00	$ 126,371.00	$ 6,509.00
OMB	$ 23,442.00	$ 20,304.00	$ 20,499.00	$ 20,502.00	$ 198.00	$ 20,237.00	$ 20,811.00	$ 20,822.00	$ 20,248.00	$ 24,419.00	$ 4,171.00
Vehicle Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telecomm	$ 21,680.00	$ 20,804.00	$ 20,811.00	$ 20,819.00	$ 15.00	$ 25,401.00	$ 27,665.00	$ 42,067.00	$ 38,676.00	$ 43,771.00	$ 5,095.00
Prosecutor	$ 11,582.00	$ 11,516.00	$ 11,016.00	$ 11,019.00	$ (497.00)	$ 11,170.00	$ 11,423.00	$ 11,777.00	$ 12,425.00	$ 12,394.00	$ (31.00)
DP	$ 42,504.00	$ 41,804.00	$ 46,395.00	$ 47,402.00	$ 5,598.00	$ 17,379.00	$ 19,183.00	$ 15,594.00	$ 12,999.00	$ 39,599.00	$ 26,600.00
Treasurer	$ 3,326.00	$ 3,232.00	$ 3,068.00	$ 3,069.00	$ (163.00)	$ 3,438.00	$ 3,373.00	$ 3,307.00	$ 3,531.00	$ 4,089.00	$ 558.00
Auditor	$ 22,691.00	$ 19,411.00	$ 20,435.00	$ 20,438.00	$ 1,027.00	$ 22,261.00	$ 20,938.00	$ 17,083.00	$ 17,428.00	$ 19,167.00	$ 1,739.00
Total Allocated	$ 263,403.00	$ 269,598.00	$ 254,982.00	$ 256,021.00	$ (13,577.00)	$ 269,235.00	$ 251,705.00	$ 268,293.00	$ 239,870.00	$ 283,967.00	$ 44,097.00
Roll Forward	$ 20,006.00	$ 59,389.00	$ (8,421.00)	$ (7,382.00)	$ (66,771.00)	$ (363.00)	$ (3,277.00)	$ (942.00)	$ (11,835.00)	$ 15,674.00	$ 27,509.00
Proposed Cost	$ 283,409.00	$ 328,987.00	$ 246,561.00	$ 248,639.00	$ (80,348.00)	$ 268,872.00	$ 248,428.00	$ 267,351.00	$ 228,035.00	$ 299,641.00	$ 71,606.00

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0344 *Adopted Date* March 19, 2019

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY DOMESTIC RELATIONS DIVISION AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Domestic Relations Division and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: c/a—Domestic Relations Court
c/a—CSEA
Domestic Relations Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/7/19

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- ☐ Clerk of Court
- ☐ County Prosecutor
- ☐ Court of Common Pleas, Juvenile Division
- ☒ Court of Common Pleas, Domestic Relations Division
- ☐ Sheriff
- ☐ Other Legal Services Provider
- ☐ Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- ☐ Clerk of Court filing services
- ☐ Legal Services
- ☒ Magistrate Services
- ☐ Service of Process
- ☐ Security
- ☐ Other: <describe the IV-D contract>

The unit rate is $60.78 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/19 to 12/31/19. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

☒ IV-D Contract with Governmental Entity
- ☒ JFS 01772 " IV-D Contract Cover Letter"
- ☒ JFS 07018 "IV-D Contract" and attached document that describes the performance standards
- ☒ JFS 07020 "Governmental Contractor IV-D Contract Budget"
- ☒ Commissioners' resolution or minutes
- ☒ JFS 07016 "IV-D Contract Security Addendum"
- ☒ Appropriate summary page of the county cost allocation plan, if applicable
- ☐ Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

☐ IV-D Contract Amendment with Governmental Entity
- ☐ JFS 01772 "IV-D Contract Cover Letter"
- ☐ JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
- ☐ JFS 07020 "Governmental Contractor IV-D Contract Budget"
- ☐ Commissioners' resolution or minutes

- ☐ IV-D Contract with Private Entity
  - ☐ JFS 01772 "IV-D Contract Cover Letter"
  - ☐ JFS 07018 "IV-D Contract"
  - ☐ JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
  - ☐ Commissioners' resolution or minutes
  - ☐ JFS 07016 "IV-D Contract Security Addendum"

- ☐ IV-D Contract Amendment with Private Entity
  - ☐ JFS 01772 "IV-D Contract Cover Letter"
  - ☐ JFS 07037 "IV-D Contract Amendment"
  - ☐ Commissioners' resolution or minutes

The CSEA hereby certifies that:

- ☒ All required documents have been reviewed
- ☒ All required documents are included
- ☒ All mathematical calculations are correct
- ☒ This submission is timely
- ☒ All required dated signatures have been obtained
- ☐ Other: <describe the additional determinations>

Signature

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Domestic Relations Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/19 through 12/31/19, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; Prepare and review Magistrate reports; conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support; enforcement of support and related orders.

   The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

   4A. **Unit Rate:** The Unit Rate for this IV-D Contract is $60.78 per Unit of Service as determined by:
   - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
   - The procurement process for a IV-D Contract with a private entity.

   4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is $22,124.84

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

   5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	$7,522.45	Local Sources
FFP Reimbursement	$14,602.39	
Total IV-D Contract Cost	$22,124.84	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 day, Christmas Day.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

   - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

   - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

   When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

   If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23. **Termination:** This IV-D Contract may be terminated:

    23A. By mutual agreement at any time after the date on which the two parties reach their decision.

    23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

    23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

    23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

    23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

    23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/11/2019	

Signature of Contractor's Representative	Printed Name of Contractor's Representative Jeff Kirby, Judge
Date of Signature 3/11/19	Printed Street Address of Contractor 500 Justice Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative	Date of Signature 3/19/19
Signature of County Commissioner or Representative	Date of Signature 3/19/19
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners see page 2	Date of Signature

Prosecuting Attorney
David P. Fornshell

CHILD SUPPORT ENFORCEMENT AGENCY
WARREN COUNTY, OHIO

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
http://www.co.warren.oh.us/wcchildsupport

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Thomas E. A. Howard

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Ohio Department of Job and Family Services

GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrate Services	
I. Staff		Estimated Amount
	A. Salaries	$190,986.00
	B. Payroll Related Expenses	$59,869.26
	Total Staff Costs	$250,855.26
II. Operations		
	A. Travel and Short Term Training	$1,500.00
	B. Consumable Supplies	$0.00
	C. Occupancy Costs	$0.00
	D. Indirect Costs	$0.00
	E. Contract and Professional Services	$500.00
	F. Miscellaneous	$0.00
	Total Operations Costs	$2,000.00
III. Equipment		
	A. Equipment Subject to Depreciation	$0.00
	B. Equipment Purchases	$0.00
	C. Leased and Rented Equipment	$0.00
	Total Equipment Costs	$0.00
	Sub-Total of All Costs	$252,855.26
	IV. MINUS Fees Collected by the Contractor	$0.00
	Total Expenses	$252,855.26

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Magistrate 1	2080	2080	$95,493.00	100.00%	$95,493.00
Magistrate 2	2080	2080	$95,493.00	100.00%	$95,493.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract	$190,986.00

I.B. Payroll Related Expenses

Type		Percentage	Salary	Amount Applied to Budget
OPERS or Social Security		14.00%	$190,986.00	$26,738.04
Workers' Compensation/Unemployment Insurance			$190,986.00	$0.00
Retirement Expense/Medicare		1.45%	$190,986.00	$2,769.30
Hospitalization Insurance Premium				$30,109.92
Other	Life Insurance			$252.00
Other				
Other				
Other				
Other				
Other				
Total Payroll Related Expenses				$59,869.26

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Amount / Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement			$0.00		
Short Term Training			$1,500.00	100.00%	$1,500.00
Other					
Other					
Other					
Total Travel and Short Term Training					$1,500.00

Notes:
To subscribe to the Key Partner Membership, to attend any trainings or conferences such as OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at per square foot:	$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	$500.00	100.00%	$500.00
Total Contract and Professional Services Costs			$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ▶ 1

1 - no
2 - yes

Carried over from Page 1 ▼

$252,855.26	÷	4,160	=	$60.78
Total Expenses	Divided by	Total Operating Units Produced by Principal Staff	Equals	Unit Rate
$60.78	X	364	=	$22,124.84
Unit Rate	Multiplied by	Total Units of Service Purchased	Equals	100% Contract Value

Ohio Department of Job and Family Services

IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.

(9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN COUNTY DOMESTIC RELATIONS COURT
Printed Name of Contractor or Company

Signature of Contractor's Representative — Date: 3/11/19

JEFF KIRBY
Printed Name of Contractor's Representative

Signature of Witness — Sarah Wauk — Date: 3/11/19

SARAH WAULK
Printed Name of Witness

CSEA

CATEGORIES	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	Difference
Bldg Use	$ 9,687.00	$ 9,744.00	$ 9,500.00	$ 9,500.00	$ (244.00)	$ 9,540.00	$ 9,540.00	$ 10,661.00	$ 10,637.00	$ 10,637.00	$ -
Property Insurance	$ 2,620.00	$ 3,053.00	$ 1,700.00	$ 1,700.00	$ (1,353.00)	$ 1,989.00	$ 2,142.00	$ 1,485.00	$ 1,572.00	$ 1,503.00	$ (69.00)
Insurance	$ 7,893.00	$ 6,696.00	$ 4,258.00	$ 4,258.00	$ (2,438.00)	$ 3,760.00	$ 3,392.00	$ 1,988.00	$ 2,492.00	$ 2,017.00	$ (475.00)
Commissioners	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Bldg. Maintenance	$ 117,978.00	$ 133,034.00	$ 117,300.00	$ 117,314.00	$ (15,720.00)	$ 154,060.00	$ 133,238.00	$ 143,509.00	$ 119,862.00	$ 126,371.00	$ 6,509.00
OMB	$ 23,442.00	$ 20,304.00	$ 20,499.00	$ 20,502.00	$ 198.00	$ 20,237.00	$ 20,811.00	$ 20,822.00	$ 20,248.00	$ 24,419.00	$ 4,171.00
Vehicle Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telecomm	$ 21,680.00	$ 20,804.00	$ 20,811.00	$ 20,819.00	$ 15.00	$ 25,401.00	$ 27,665.00	$ 42,067.00	$ 38,676.00	$ 43,771.00	$ 5,095.00
Prosecutor	$ 11,582.00	$ 11,516.00	$ 11,016.00	$ 11,019.00	$ (497.00)	$ 11,170.00	$ 11,423.00	$ 11,777.00	$ 12,425.00	$ 12,394.00	$ (31.00)
DP	$ 42,504.00	$ 41,804.00	$ 46,395.00	$ 47,402.00	$ 5,598.00	$ 17,379.00	$ 19,183.00	$ 15,594.00	$ 12,999.00	$ 39,599.00	$ 26,600.00
Treasurer	$ 3,326.00	$ 3,232.00	$ 3,068.00	$ 3,069.00	$ (163.00)	$ 3,438.00	$ 3,373.00	$ 3,307.00	$ 3,531.00	$ 4,089.00	$ 558.00
Auditor	$ 22,691.00	$ 19,411.00	$ 20,435.00	$ 20,438.00	$ 1,027.00	$ 22,261.00	$ 20,938.00	$ 17,083.00	$ 17,428.00	$ 19,167.00	$ 1,739.00
Total Allocated	$ 253,403.00	$ 269,598.00	$ 254,982.00	$ 256,021.00	$ (13,577.00)	$ 269,235.00	$ 251,705.00	$ 268,293.00	$ 239,870.00	$ 283,967.00	$ 44,097.00
Roll Forward	$ 20,006.00	$ 59,389.00	$ (8,421.00)	$ (7,382.00)	$ (66,771.00)	$ (363.00)	$ (3,277.00)	$ (942.00)	$ (11,835.00)	$ 15,674.00	$ 27,509.00
Proposed Cost	$ 283,409.00	$ 328,987.00	$ 246,561.00	$ 248,639.00	$ (80,348.00)	$ 268,872.00	$ 248,428.00	$ 267,351.00	$ 228,035.00	$ 299,641.00	$ 71,606.00

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0345 *Adopted Date* March 19, 2019

ENTER INTO A CONSULTING SERVICES CONTRACT WITH BURGESS & NIPLE, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a Consulting Services Contract with Burgess & Niple, Inc., 312 Plum Street, Cincinnati, OH 45202 for performing load ratings on Butterworth Road Bridge #156-1.50 and Cones Road Bridge #255-0.62. Copy of said agreement is attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: c/a—Burgess & Niple, Inc.
Engineer (file)

Warren County

AGREEMENT NO. 33208

This Agreement No. 33208 entered into at Warren County, Ohio, this 19th day of March, 2019, by and between Warren County, acting by and through the Warren County Engineer and the Warren County Board of County Commissioners, hereinafter referred to as the County, and Burgess and Niple, hereinafter referred to as the Consultant, with an office located at 312 Plum Street, Cincinnati, Ohio 45202.

W I T N E S S E T H:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for SHV load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Warren County, Ohio, identified as VAR-Countywide Load Ratings.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to a project completion date of not later than June 1, 2019.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

(a) Signed original transmittal letter and invoice (IPS) and two (2) copies of same.

(b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Part 1: Load Ratings.

Lump sum compensations for each bridge as established on Attachment A. However, the total maximum prime compensation shall not exceed Seven Thousand Five hundred Dollars ($7,500.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

(a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition."

(b) The attached Scope of Services and Attachment A.

(c) The Invoice & Progress Schedule.

(d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (http://obm.ohio.gov/TravelRule/default.aspx).

CLAUSE V – EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services 2010 Edition" and further agrees:

(a). Compliance with Regulations: The Consultant will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b). Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph (f), including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c). Solicitations of Subconsultants, including procurement of materials and equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

(d). Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e). Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

2. Cancelling, terminating, or suspending a control, in whole or in part.

(f). Pertinent Non-Discrimination Authorities: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)

3. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)

8. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

9. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

11. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

12. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)

13. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

(g). Incorporation of Provisions: The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSE VI – OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

CLAUSE VII - GENERAL PROVISIONS

It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the State of Ohio or the Ohio Department of Transportation. The Consultant declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Warren County Engineer and Warren County Board of County Commissioners.

BURGESS & NIPLE

By: _____

Title: Executive Vice President

WARREN COUNTY

_____

Neil F. Tunison
County Engineer

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Commissioner

_____
Commissioner

_____
Commissioner

APPROVED AS TO FORM:

By: _____

Title: Asst. Prosecuting Attorney

Scope of Services

The scope requires a consulting firm selected by a county to update load ratings for Special Haul Vehicles SU4, SU5, SU6, and SU7 and/or Emergency Vehicles on federal bridges within that county. A list of bridges to be included in the contract will be provided by the county. The consulting firms will work under the supervision of the County Engineer or his/her designee. The County Engineer will provide plans for the bridges when available. Consultants will be required to submit a final report to the County Engineer. The report will include an updated BR100 for the SHV and/or EV vehicles. The load rating analyses within the report must be in a format that can be updated by the County Engineer or his/her staff.

The latest BR100 can be found at
ftp://ftp.dot.state.oh.us/pub/structures/bms/Web_download_files/Micsellaneous/

Attachment A

BURGESS & NIPLE

312 Plum Street | 12th Floor | Cincinnati, OH 45202 | 513.579.0042

Mr. Roy Henson, PE, PS
Bridge Engineer
Warren County Engineer's Office
210 W. Main Street
Lebanon, OH 45306

Re: Updated Load Ratings of WCEO Truss Bridges
Price Proposal

December 20, 2018

Dear Mr. Henson:

Burgess & Niple, Inc. (B&N) is pleased to submit this price proposal to provide engineering services for updating the load rating of two truss bridges for the Warren County Engineer's Office (WCEO) that B&N originally load rated in 2010. The two truss load ratings to be updated are Butterworth Road Bridge, SFN 8333289 and Cones Road Bridge, SFN 8334102.

Our understanding of the project scope of services and the basis of our fee proposal is outlined below and is based on our recent discussions with you.

SCOPE OF SERVICES

Butterworth Road Bridge #156-1.50 (SFN 8333289)

B&N will perform a new load rating for the superstructure main members and gusset plates consisting of either HS 20 or HL 93 design vehicle, Ohio trucks, special hauling vehicles, and emergency vehicles. Existing condition of the truss and gusset plate for use in the rating will be based on the 2017 bridge inspection report and recent bridge photos provided by the WCEO. No field inspection will be performed.

Cones Road Bridge #255-0.62 (SFN 8334102)

B&N will perform a new load rating for superstructure main members and gusset plates consisting of either HS 20 or HL 93 design vehicle, Ohio trucks, special hauling vehicles, and emergency vehicles. Existing condition of the truss for use in the rating will be based on the 2017 bridge inspection report and recent bridge photos provided by the WCEO. No field inspection will be performed.

FEE

B&N will perform the described scope of services for a not-to-exceed fee of $7,500.

We appreciate this opportunity to provide the services described herein to the WCEO for this project. If you have any questions or require additional information, please call.

Sincerely

Jonathan Brunot, PE
Director of Transportation, Cincinnati

Ken Sponaugle, PE
Exec. Vice President

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0346 *Adopted Date* March 19, 2019

ENTER INTO AMENDMENT TO EASEMENT AND AGREEMENT FOR WATERLINE AND APPURTENANCES WITH ROBERT P. HENDRICKSEN, TRUSTEE

BE IT RESOLVED, to approve and authorize President of the Board to enter into Amendment to Easement and Agreement for Waterline and Appurtenances with Robert P. Hendricksen relative to the construction of the waterline across parcel 09-05-102-003; said amendment attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: C/A—Hendricksen, Robert P., Trustee
Water/Sewer (file)
Easement file

Amendment to Easement & Agreement for Waterline & Appurtenances

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WHEREAS, the undersigned Parties entered into an Easement & Agreement for Waterline & Appurtenances (the "Agreement") with said Agreement being executed on 9/28/2018 by Robert P. Hendricksen, Trustee of the Robert P. Hendricksen Agreement of Trust, as Grantor, and being executed on 10/9/2018 by the Warren County Board of County Commissioners, as Grantee; and,

WHEREAS, the said Agreement provided for in-kind consideration consisting of Grantee constructing improvements to the guardrail and asphalt along property owned by the Grantor (the "Improvements") subject to Grantor waiving an appraisal of the fair market value of the easement interest being granted to Grantee, as both parties contemplated the cost of Improvements would be comparable to the fair market value; and,

WHEREAS, the Improvements have been completed, however, the costs to Grantee for materials and labor relating to the construction of said Improvements was less than originally contemplated; and,

WHEREAS, Grantee recognizes that the easement obtained from Grantor was critical to the success of the Lower Springboro Road Waterline Improvement Project enabling a waterline alignment that significantly lowered the project cost and shortened the construction schedule; and,

WHEREAS, in light of the foregoing the Parties now desire to amend the terms of the Agreement as set forth herein.

THEREFORE, the Parties do hereby agree to the following as additional consideration which both Parties stipulate shall be the full and final consideration for the fair market value of the easement obtained from Grantor:

1) Grantee waives Grantor's Tap-In Fees, Non-Participant Charges, and the Service Connection/Meter Set fees to the Lower Springboro Road waterline for one single-family dwelling owned by Grantor at 4852 Lower Springboro Road (Parcel # 09-12-400-006), however, Grantor shall remain responsible for: a) all costs associated with the connection to the meter pit to serve the property and the construction of the water service lateral to the existing single-family dwelling; b) the work must be inspected by a representative of the Warren County Water and Sewer Department and

the Warren County Combined Health District; and, c) Grantor shall comply with all backflow prevention requirements of Warren County.

2) Grantee waives Grantor's Tap-In Fees, Non-Participant Charges, and the Service Connection/Meter Set fees to the Lower Springboro Road waterline for one single-family dwelling owned by Grantor at 5903 S. Cincinnati-Columbus Road (aka 5110 E. Lower Springboro Road) (Parcel # 09-11-226-006), however, Grantor shall remain responsible for: a) all costs associated with the connection to the meter pit to serve the property and the construction of the water service lateral to the existing single-family dwelling; b) the work must be inspected by a representative of the Warren County Water and Sewer Department and the Warren County Combined Health District; and, c) Grantor shall comply with all backflow prevention requirements of Warren County.

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 EXECUTION WHEREOF, Robert P. Hendricksen, Trustee of The Robert P. Hendricksen Agreement of Trust, has set his hand to this Amendment on the date stated below, in accordance with authority to act granted in said Trust as evidenced by a Memorandum of Trust recorded as Doc. # 2018-029548, on 10/16/, 2018 in the office of the Warren County, Ohio Recorder.

SIGNATURE: Robert P. Hendricksen
PRINTED NAME: Robert P. Hendricksen
TITLE: Trustee
DATE: 3/7/19

STATE OF Ohio, **COUNTY OF** Warren, **ss:**

BE IT REMEMBERED, that on the 7th day of March, 2019, 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 ROBERT P. HENDRICKSEN, TRUSTEE OF THE ROBERT P. HENDRICKSEN AGREEMENT OF TRUST, whose name is subscribed hereto and he executed the forgoing Amendment, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and for the uses and purposes in this instrument.

KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Amendment to be executed by Shannon Jones its President or Vice-President, on the date stated below, pursuant to Resolution Number

19-0346, dated 3/19/19

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [signature]
Printed Name: Shannon Jones
Title: President
Date: 3/19/19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 19 day of March, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Shannon Jones, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 19-0346, dated 3/19/19, and while acting in ~~his~~ her official capacity, did acknowledge the signing thereof to be ~~his~~ her voluntary act and deed.

Notary Public: [signature]
My Commission Expires: 12/26/2022

[seal]

This instrument was prepared by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

[signature]
By: Bruce A. McGary, Asst. Prosecutor
Date: 3/7/19

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0347 *Adopted Date* March 19, 2019

ENTER INTO CONTRACT WITH TRITON SERVICES, INC. FOR THE FY18 VILLAGE OF MAINEVILLE – ADA RESTROOM CDBG PROJECT

WHEREAS, pursuant to Resolution #19-0258, adopted February 26, 2019, this Board approved a Notice of Intent to Award Bid for the FY18 Village of Maineville – ADA Restroom CDBG Project to Triton Services, Inc., for a total bid price of $78,440.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Triton Services Inc., 8162 Duke Boulevard, Mason, Ohio, for a total bid price of $78,440.00; as attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

KH\

cc: c/a— Triton Services Inc.
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 19th day of March, 2019, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Triton Services, Inc., doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

"CDBG FY2018 Village of Maineville ADA RestroomProject"

hereinafter called the project, for the sum of seventy eight thousand four hundred forty Dollars ($78,440.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

A. Invitation to Bid
B. Instructions to Bidders
C. General Contract Conditions
D. Technical Specifications
E. Proposal Forms
   - Affidavit of Non-Delinquency of Personal Property Taxes
   - Bid Guarantee and Contract Bond
   - Non-collusion Affidavit
F. Contract Forms
   - Notice of Award and Acceptance
   - Notice to Proceed and Acceptance
   - Change Order
G. Conflict of Interest
   - Special Conditions Pertaining to Hazards Safety
   - Standards and Accident Prevention
   - Special Equal Opportunity Provisions (Section 3 Compliance)
   - Certifications of Compliance with Air and Water Acts
   - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
   - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
H. Federal Labor Standards
   - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by within sixty days of date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones

ATTEST:

N me

Tom Grossmann

David G. Young

(Seal)
ATTEST:

Name

CONTRACTOR

Name MAJID H. SAMARGHANDI

CEO

Title

APPROVED AS TO FORM:

Keith Anderson
Assistant County Prosecutor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0348 *Adopted Date* March 19, 2019

ADVERTISE FOR BIDS FOR THE BUTTERWORTH ROAD DRILLED PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the Butterworth Road Drilled Pier Wall Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of March 31, 2019; bid opening to be April 16, 2019 @ 9:00 a.m.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0349 *Adopted Date* March 19, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN WARREN COUNTY AND THE STATE OF OHIO

WHEREAS, the Ohio Department of Development has submitted a renewal of the Housing Revolving Loan fund Administration Agreement to all grantees who administer CDBG and/or HOME housing program income funds; and

WHEREAS, Warren County receives and administers said program income; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of this Board to sign a Housing Revolving Loan Fund Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the State of Ohio.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/vsp

cc: c/a—Ohio Department of Development
OGA (file)
ODOD

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency,** located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Warren County Board of Commissioners, located at 406 Justice Dr Lebanon, OH 45036-2384 with F.T.I. Number: FTI 316000058 (the "Grantee"), and shall be effective beginning **January 1, 2019** (the "Effective Date") and terminate **December 31, 2021** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.

i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant. If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: Warren County Board of Commissioners

Address: 406 Justice Dr

City, State, Zip: Lebanon OH, 45036-2384

Attention: Office of Grants Administration

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

Warren County Board of Commissioners

By: X Shannon Jones

Printed Name: Shannon Jones

Title: President

Date: ~~3/1~~ 3/19/19

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ASST. PROSECUTOR
KEITH ANDERSON

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0350 *Adopted Date* March 19, 2019

ACCEPT TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS FOR THE 2018 ENTERPRISE ZONE PROGRAM

WHEREAS, the Tax Incentive Review Council (TIRC) met on March 11, 2019 and has presented the recommendations from the findings to this Board; and

WHEREAS, it is required by the State of Ohio for this Board to accept the recommendations of the TIRC; and

NOW THEREFORE BE IT RESOLVED, to accept the TIRC recommendations for the 2018 Enterprise Zone Programs, copy of said recommendations attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Economic Development (file)

March 13, 2019

To: Warren County Commissioners

From: Matthew Schnipke, Economic Development Director and
Warren County Enterprise Zone Manager

Re: Tax Incentive Review Council (TIRC) Recommendations for Tax Incentive Programs (Community Reinvestment Area Program, Tax Increment Financing Program and Enterprise Zone Program)

The TIRC meetings were held on March 11, 2019 for the 2018 review of the Community Reinvestment Area (CRA) Program, Tax Increment Financing (TIF) Program and Enterprise Zone Program (EZ). The meeting results for each program follow:

Community Reinvestment Area Program

The TIRC reviewed CRA's for the cities/village of Carlisle, Franklin, Harveysburg, Lebanon, Mason, Monroe and Springboro. The Warren County Commissioners have no approval authority over the CRA programs of these municipalities; therefore, the TIRC only echoes the recommended action of the local municipality.

The local jurisdictions were satisfied with the performance of their particular CRA programs in all cases. Some communities had CRA agreements below project job creation targets, however; these projects created jobs where there had previously been vacancy, so each community was in favor of continuation. In other cases, communities with underperforming job numbers in their CRA agreements were still pleased as capital investment was of more importance to their community. Each community believes the CRA program to be a very useful tool for fostering future growth.

Two CRA areas were reviewed which are under the jurisdiction of the Warren County Commissioners. The Grandin Road CRA in Hamilton Township and the Turtlecreek Township West CRA in Turtlecreek Township were both established in 2018 but do not have any active agreements. The TIRC recommended continuation of both CRA areas as it is the intention to have future agreements for business attraction.

Tax Increment Financing Program

The TIRC reviewed TIF Program projects for the cities/villages of Lebanon, Loveland, Mason, and South Lebanon and for Deerfield, Hamilton, and Turtlecreek Townships. TIF reporting requirements were not available from the City of Monroe as the reports were not yet completed. These reports will be forwarded to the TIRC Board upon completion as the State requires reporting by the end of March. As with the Community Reinvestment Areas, the Warren County

Commissioners have no approval authority for this program. The TIRC action is reported directly to those municipalities to accompany their annual report to the Ohio Development Service Agency. Each TIF discussed was performing/generating the appropriate revenue as prescribed and any debt service was being met through TIF proceeds (or if a brand new TIF, through the jurisdictions general fund). The request and approved action by the TIRC was to accept all TIF districts in compliance and to recommend their continuation.

The TIRC did review the TIF projects Warren County created for Procter and Gamble, the Greens of Bunnell Hill and Miami Valley Gaming. The TIRC found all projects to be compliant.

Enterprise Zone Program

The County Commissioners have final approval of all Enterprise Zone Agreements in Warren County. The TIRC reviewed one active agreement for 2018 in the City of Lebanon. The company evaluated (Mane, Inc.), had far exceeded their contractual commitments. The TIRC Board found Mane, Inc. in compliance.

Mane, Inc.: In Compliance – Mane, Inc. has highly exceeded original projections, and continues to show signs of growth. The job numbers from 2018 show significant growth of 83 new created jobs on the site due to the Enterprise Zone Agreement. These new jobs have an average annual payroll of nearly $60,804.07. The total number of jobs (583) exceeds the number committed in the agreement (70) by 513 jobs. Mane, Inc.'s agreement runs through 2022, and thus will be Warren County's only remaining agreement.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

Company	School District	Agreement Date	Expiration Date
Lebanon			
Mane, Inc.	Lebanon	Oct-07	2022

If the Board would like to see the figures for the companies reviewed, have any questions pertaining to any of the programs, or need further detail, please let me know.

Sincerely,

Matt Schnipke

Matt Schnipke
Director
Warren County Economic Development

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0351 *Adopted Date* March 19, 2019

ENTER INTO AGREEMENT WITH PEREGRINE SERVICES, INC. FOR PRINTING AND MAILING SERVICES FOR WATER AND SEWER UTILITY BILLS

WHEREAS, pursuant to the request for proposal issued April 20, 2017, the Water and Sewer department desires to enter into an agreement with Peregrine Services, Inc. for printing and mailing services for water and sewer utility bills from June 1, 2019 through May 31, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Board of County Commissioners to enter into an Agreement between Peregrine Services, Inc. and this Board of Warren County Commissioners on behalf of the Warren County Water and Sewer Department for printing and mailing services for water and sewer utility bills, copy of said agreement attached hereto and made part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a – Peregrine Services, Inc.
Water/Sewer (file)

Mailing Services Agreement

February 8, 2019

Warren County and Peregrine Services Inc. hereby enter into a two year agreement whereby Peregrine will print and mail water bills for Warren County on a monthly basis.

Warren County agrees to send water and sewer billing data to Peregrine once each month.

Once Peregrine has received the data file they will provide Warren County with audit information regarding the acceptance of the file. Confirmation numbers regarding the number of water and sewer bills to be printed and mailed and the dollar amount to be billed will be verified.

Peregrine will then prepare data proofs of the bills for Warren County to approve. Once these proofs are approved, Peregrine will perform their services and print and mail the entire billing file within 24 hours. At each step in the production process Peregrine will audit back to the original number of bills received in the file.

The responsibility to identify and communicate special handling and notice of file changes lies with Warren County. An example of file changes would be the introduction of new data elements into the data file and/or bill output.

Programming:

The initial set-up and program design will be provided by Peregrine at no charge. Request for changes outside the scope of limited adjustments, after the initial 90 days, will be quoted to Warren County for their approval prior to the work being done. This would be a rare event.

Data Security:

Both parties will take whatever precautions necessary to maintain the security and privacy of all data transmitted between the parties. As a standard procedure Peregrine adheres to both HIPPA and GLB standards for confidentiality. We offer encryption programs and a secure FTP site as usual tools. Peregrine provides a set of data proofs for the county to review prior to the job completion. This is so that the county can scan the records and maintain control of the data shown on the job.

Confidentiality Agreement:

Peregrine will receive confidential customer information from Warren County as a result of the bill production. Peregrine and all of their employees hereby pledge to protect the confidentiality of this data. The information provided to Peregrine will only be used to prepare and mail the specific forms requested by Warren County. Peregrine nor any of their employees will use this data for any other purpose nor divulge its content to any other parties.

Audit Trail for Verification of Mailing:

The auditing of the information to be used for these mailings is critical and begins with the initial file receipt. After the transmission of billing data, Peregrine will notify Warren County of the number of records received. Once this count is confirmed, Peregrine will perform audit functions through all production stages to insure that the number of records received is accounted for. The USPS reporting forms should also agree with the Warren County file numbers.

Form Inventory and Cost Containment:

This agreement is based on Peregrine maintaining inventory levels of each consumable to provide the billing service in the required time frame. Warren County will only be billed for items as those items are consumed by mailings. The cost of the services and consumables will be held firm by Peregrine of a period of thirty-six months. The only adjustment would be tied to a published postal increase. The cost of forms and services to follow.

Cancellation Terms:

Warren County may cancel this agreement at any time by delivering not less than 30 days advance written notice to Peregrine. Peregrine may cancel this agreement at any time by delivering not less than 90 days advance written notice to Warren County.

Tom Stith

Tom Stith

V.P. Peregrine Services

Warren County

Warren County, OH Water Bill Pricing 2/8/2019

Component Parts:	QTY:	Unit Price:	Line Total
8 ½ x 11 color statement with perf	376,200	.055	$20,691.00
#10 preprinted window envelope	376,200	.018	$6,771.60
#9 preprinted envelope	376,200	.015	$5,643.00
Total Price			$33,105.60
Pricing per bill			.088 per bill

* Warren County will be billed on the actual amount of stock used for each job. Generally there will be fewer envelopes used than number of statements mailed due to the grouping of bills going to the same name and address in one envelope, as well as the option of suppressing the #9 envelope for Autopay customers.

** Peregrine will provide insert services when running the job through their high speed inserters at no cost. Peregrine does offer printing services to print customers' inserts, and will be glad to quote the printing of any inserts based on specs and copy.

*** Peregrine will provide a searchable PDF of each bill to Warren County by either FTP upload back to Warren County, or by shipping an eCopy DVD that contains PDF's of each bill. The images will be exact copies of what was mailed to customer.

Postage:

Peregrine will encode delivery addresses using licensed CASS Certified Software and generate a USPS Form 3553 for the items to be mailed. This encoding process generates each piece's Intelligent Mail barcodes, providing the fastest processing, delivery and most economical postage cost available from the U.S. Postal Service.

The lowest available USPS 1st class presort postage rate is currently .373. A small percentage of any mailing will not qualify at the USPS 5 digit rate of .373, and will have a slightly greater USPS postage charge. As a whole, we are currently averaging .378 cents postage per piece on our utility bill mailings.

Statements would be grouped by common name and address and mailed in one #10 envelope to provide a large reduction in postage expense.

We guarantee the costs of the component parts and services for the period of three years. This would include the years of 2019, 2020 and 2021.

PEREGRIN SERVICES, INC.

IN WITNESS WHEREOF, Peregrine Services, Inc. has executed this Agreement by _____, on the date stated below pursuant to Board Resolution No. _____, date _____.

PEREGRINE SERVICES, INC.

Tom Stith

Tom Stith

WARREN COUNTY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has used this Agreement to be executed by Shannon Jones its President, on the date stated below, pursuant to Board Resolution No. 19-0351, dated 3/19/19.

THE BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

SIGNATURE: Shannon Jones

NAME: Shannon Jones

TITLE: President

DATE: 3/19/19

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: ~~Adam Nice,~~ Assistant Prosecutor
Keith Anderson

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0352 *Adopted Date* March 19, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/12/19 and 3/14/19 as attached hereto and made a part hereof.

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Auditor ✓

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0353 *Adopted Date* March 19, 2019

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH CROSS CREEK ESTATES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK A SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-006 (P)
Development	:	Cross Creek Estates, Phase 2, Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	$64,616.52
Surety Company	:	Westchester Fire Insurance Company (#K09676880)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

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:

CROSS CREEK ESTATES, LLC
ATTN. JOE FIBRUGGIA
7861 E. KEMPER RD.
CINC., OH. 45249
Ph. (513) 477 - 0855

D. To the Surety:

Westchester Fire Insurance Company

c/o Chubb

525 W. Monroe Street, Suite 700

Chicago, IL 60661

Ph. (312) 775 - 3147

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

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

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

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

____ **Original Escrow Letter** (attached)

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

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

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

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

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

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

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

DEVELOPER: Cross Creek Estates, LLC

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

SIGNATURE: [signature]

PRINTED NAME: JOE FAZZOGGIA

TITLE: AGENT

DATE: 3/13/19

SURETY: Westchester Fire Insurance Company

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

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: March 15, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0353, dated 3/19/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3/19/19

RECOMMENDED BY:

By: Neil F. Tunison / KM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Howard
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

Bond No. K09676880

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Cross Creek Estates, LLC., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Sixty-Four Thousand Six Hundred Sixteen and 52/100 Dollars ($64,616.52) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances in Cross Creek Subdivision, Phase 2 Block A in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances in Cross Creek Subdivision, Phase A Block A in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Sixty-Four Thousand Six Hundred Sixteen and 52/100 Dollars ($64,616.52) and no more.

SIGNED AND DATED THIS 15th day of March , 2019

Principal: Cross Creek Estates, LLC.

By: _____

Surety: Westchester Fire Insurance Company

By: Susan A. Yeazell

Susan A. Yeazell, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 14, 2006, to wit:

"RESOLVED: that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company, as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as is specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED: that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees, and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Dan E. Ries, SUSAN A. YEAZELL all of the city of CINCINNATI, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of May, 2018.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Karen E. Brandt
Notary Public

I, The undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation this 15th day of March 20 19

Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 10, 2020

DocuGard #04540 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0354 *Adopted Date* March 19, 2019

ENTER INTO SIDEWALK SECURITY AGREEMENT WITH THE CROSS CREEK ESTATES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK A SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-006 (S)
Development	:	Cross Creek Estates, Phase 2, Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	$100,932.00
Surety Company	:	Westchester Fire Insurance Company (K09676892)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

Form SW-2
Rev. **08/2016**

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

SIDEWALKS

Security Agreement No.
19-006(S)

This Agreement made and concluded at Lebanon, Ohio, by and between CROSS CREEK ESTATES, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Westchester Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain Sidewalks in CROSS CREEK ESTATES **Subdivision, ~~Section~~/Phase** 2A (3) (hereinafter the "Subdivision") situated in DEERFIELD (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter the "Sidewalks"); and,

WHEREAS, it is estimated that the total cost of the Sidewalks is 77,640.00 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of 77,640.00; 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 Sidewalks to secure the performance of the construction of uncompleted or unapproved Sidewalks 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 Sidewalks after the completion of the Sidewalks and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Sidewalks as may be required between the completion and tentative acceptance of the Sidewalks 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 100,932.00 to secure the performance of the construction of the uncompleted or unapproved Sidewalks 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 Sidewalks.

2. The County Commissioners will, upon approval of the County Engineer of all Sidewalks in the Subdivision, tentatively accept all Sidewalks.

3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 **years** from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks in accordance with Warren County subdivision regulations and that upon the Sidewalks 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 $15,588.00 to secure the performance of all maintenance upon the Sidewalks 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 Sidewalks as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks 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 Sidewalks by the County Commissioners and upon satisfactory completion of any required maintenance upon the Sidewalks to bring the Sidewalks into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Sidewalks. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Sidewalks 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 & 4 or 8 & 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Sidewalks 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 Sidewalks or the performance of maintenance upon the same in the case of default pursuant to Items 3 & 4 or 8 & 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's Office
Attn: County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

CROSS CREEK ESTATES, LLC
ATTN. JOE FARRUGGIA
7861 E. KEMPER RD.
CINN., OH. 45249
Ph. (513) 477 - 0855

D. To the Surety:

Westchester Fire Insurance Company

c/o Chubb

525 W. Monroe Street, Suite 700

Chicago, IL 60661

Ph. (312) 775 - 3147

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

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

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

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

____ **Original Escrow Letter** (attached)

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

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

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

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due from Surety 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: Cross Creek Estates, LLC

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

SIGNATURE: _____

PRINTED NAME: JOE FADRUGGIN

TITLE: AGENT

DATE: 3/12/19

SURETY: Westchester Fire Insurance Company

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

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: March 15, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0354, dated 3/19/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [signature]

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3/19/19

RECOMMENDED BY:

By: Neil F. Turnison / KM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Howard
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

Bond No. K09676892

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Cross Creek Estates, LLC., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Thousand Nine Hundred Thirty-Two and 00/100 Dollars ($100,932.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Sidewalks in Cross Creek Subdivision, Phase 2 Block A in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Sidewalks in Cross Creek Subdivision, Phase A Block A in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Thousand Nine Hundred Thirty-Two and 00/100 Dollars ($100,932.00) and no more.

SIGNED AND DATED THIS 15th day of March , 2019

Principal: Cross Creek Estates, LLC.

By: _____

Surety: Westchester Fire Insurance Company

By: Susan A. Yeazell

Susan A. Yeazell, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: that WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED: That the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED: That the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Dan E. Bles, SUSAN A. YEAZELL all of the City of CINCINNATI, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal and deliver on its behalf, and as its act and deed, any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of May, 2018.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA } ss

On this 10 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that a resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15th day of March 20 19

Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 10, 2020

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

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BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0355 *Adopted Date* March 19, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH CROSS CREEK ESTATES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK A, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-005 (W/S)
Development	:	Cross Creek Estates, Phase 2, Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	$25,904.80
Surety Company	:	Westchester Fire Ins. Co. (K09676909)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cgb

cc: Cross Creek Estates, LLC, 7861 East Kemper Road, Cincinnati, OH 45249
Westchester Fire Ins. Co, 525 W. Monroe Street, Suite 700, Chicago, IL 60661
Water/Sewer (file)
Bond Agreement file

Form WA-3
Rev. **08/2016**

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-005 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between CROSSCREEK ESTATES DEV., LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Westchester Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in CROSS CREEK **Subdivision, Section/Phase** 2A (3) (hereinafter the "Subdivision") situated in ~~[illegible]~~ DEERFIELD (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 105,391.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of $19,924.23; 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 25,904.80 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 $10,539.15 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:

CROSS CREEK ESTATES, LLC
ATTN. JOE FARRUGGIA
7861 E. KEMPER RD.
CINC, OH. 45249
Ph. (513) 477 - 0855

D. To the Surety:

Westchester Fire Insurance Company

c/o Chubb

525 W. Monroe Street, Suite 700

Chicago, Il 60661

Ph. (312) 775 - 3147

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

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

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

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

____ **Original Escrow Letter** (attached)

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

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

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

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

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

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

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

DEVELOPER: Cross Creek Estates, LLC

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

SIGNATURE: _____

PRINTED NAME: Joe Farrugia

TITLE: Agent

DATE: 3/13/19

SURETY: Westchester Fire Insurance Company

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

SIGNATURE: _____

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: March 15, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0355, dated 3/19/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3/19/19

RECOMMENDED BY:

By: Ann Rayle
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Howard
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

Bond No. K09676909

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Cross Creek Estates, LLC., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Twenty-Five Thousand Nine Hundred Four and 80/100 Dollars ($25,904.80) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Water and/or Sanitary Sewer in Cross Creek Subdivision, Phase 2 Block A in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Water and/or Sanitary Sewer in Cross Creek Subdivision, Phase A Block A in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Twenty-Five Thousand Nine Hundred Four and 80/100 Dollars ($25,904.80) and no more.

SIGNED AND DATED THIS 15th day of March , 2019

Principal: Cross Creek Estates, LLC.

By: _____

Surety: Westchester Fire Insurance Company

By: Susan A. Yeazell

Susan A. Yeazell, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED: that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED: that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Dan E Hies, SUSAN A YEAZEL all of the City of CINCINNATI, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf (and as its act and deed) any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of May 2018.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA: ss.

On this 10 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia, came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15th day of March, 20 19

Devin M. Chloros
Devin M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 10, 2020.

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HOLD WITH HEAT OR TOUCH

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0356 *Adopted Date* March 19, 2019

APPROVE VARIOUS RECORD PLATS

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

- Cross Creek Estates Phase 2 Block A – Deerfield Township

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0357 *Adopted Date* March 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS TECHNOLOGY FUND #2217

WHEREAS, it is necessary to have appropriations in place to purchase voting booths; and

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

$45,000.00 into 22171300-5317 (Non Capital Purchases)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Board of Elections (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0358 *Adopted Date* March 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMUNITY BASED CORRECTIONS PROBATION IMPROVEMENT & INCENTIVE FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

$ 1,500.00 into 22892404-AAEXPENSE 22891225-5317 (Non Capital Purchase)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
Common Pleas Court (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0359 *Adopted Date* March 19, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO OFFICE OF COURT SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Court Services Fund #11011223 in order to process a vacation leave payout for Christopher Matt Campbell former employee of the Court Services:

$2,092.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Court Services - Vacation Leave Payout)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Common Pleas (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0360 *Adopted Date* March 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN AUDITOR'S OFFICE FUND #11011120

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

$5,000.00	from	#11011120-5102	(Regular Salaries)
	into	#11011120-5114	(Overtime)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor (file) ✓
Appropriation Adj. file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0361 *Adopted Date* March 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

$800.00	from	#11011220-5181	(Court Reporter-Contract)
	into	#11011220-5855	(Clothing-Personal Equipment)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0362 *Adopted Date* March 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN GARAGE FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

$750.00	from	#11011620-5855	(Clothing-Personal Equip)
	into	#11011620-5850	(Training-Education)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Garage (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0363 *Adopted Date* March 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2293

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Funds #2293:

$30,000.00	from	22932200-5400	(Purchased Services)
	into	22932200-5410	(Contracts BOCC Approved)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0364 *Adopted Date* March 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY INSURANCE FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:

$50,000.00 into #66371113-5910 (Commissioners Insurance – Other Expense)

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne

Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0365 *Adopted Date* March 19, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, MARCH 28, 2019

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, March 28, 2019.

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

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

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners file
Press

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0366 *Adopted Date* March 19, 2019

APPROVE VARIANCE OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF ARCHBISHOP DANIEL E. PILARCZYK OF CINCINNATI, TRUSTEE (ST. MARGARET OF YORK) IN DEERFIELD TOWNSHIP

WHEREAS, this Board met the 19th day of March 2019, to consider the form titled Request for Variance and Appeal of Conditions required for an Access Permit that had been filed on February 21, 2019 by the owner, Archbishop Daniel E. Pilarczyk of Cincinnati, Trustee, Agent for the Applicant, St. Margaret of York – Mike Ott for access to Columbia Road for Parcel #16-20-401-0170 in Deerfield Township.

NOW THEREFORE BE IT RESOLVED, the Board makes the following conclusions of fact and decision.

A. CONCLUSIONS OF FACT.

A public hearing was held before the Board on March 19, 2019, after notice had been published in Today's Pulse of Lebanon and Mason newspaper on March 3, 2019, advertising the date, time and purpose of the public hearing. Written notice had also been mailed to the Applicant and the Deerfield Township Board of Trustees on February 26, 2019. The meeting was called to order by Shannon Jones, President of the Board, with Commissioner David G. Young also present. Tina Osborne, Clerk to the Board, read into the record what documents were filed with the Clerk and that would be considered by the Board relating to the request for a variance of the Warren County Access Management Regulations, to-wit:

1. A Request for Variance and Appeal of Conditions Required for an Access Permit application, along with a copy of a plat map

The Warren County Engineer's designee, Chief Deputy Engineer, Kurt Weber, was sworn in and testified that the Applicant filed for a variance of the requirements in Section 401.8.2-c (Table 1) "Access Spacing Requirements" of the Warren County Access Management Regulations because an Access Permit had been denied by the County Engineer's Office due to proposed right-in/right-out limited access onto Columbia Road from the Church's parking lot being proposed at only 200 feet from the Church's main driveway to the north, and only 320 feet from the closest drive to the south, but the Section 401.8.2 (c) requires a minimum of 360 feet of access spacing. Mr. Weber presented and the Board accepted as evidence to be made part of the record, the following exhibits:

- An aerial view of the property

- The Engineer's Report containing answers to general questions/facts and the Engineer's opinion relative to the factors to be considered when granting a variance; and the Engineer's recommendation for approval of the variance.

Applicant's civil engineer, Craig Abercrombie of Abercrombie & Associates, and Applicant's representative, Mike Ott, were sworn-in and testified. The witnesses explained that the parking lot would be reconfigured for safety and that that access onto Columbia Road is a limited access allowing only right turns. The Applicant's witnesses were given a reasonable opportunity to present Applicant's position, arguments and contentions, as well as examine witnesses, cross-examine witnesses, and present evidence in support of the variance. The Applicant's witnesses identified only the filed Request and the documents presented by the County Engineer's Office as evidence they desire the Board to consider along with their testimony.

B. DECISION.

After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations for a variance, to the testimony and documentary evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant a Permit for the access point.

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- absent
Mr. Young - yea
Mrs. Jones - yea

Resolution adopted this 19th day of March 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/to

cc: Engineer (file)
Public Hearing file
Applicant