

Resolution

Number 17-1212

Adopted Date August 08, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JOHANNE HAIRSTON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Johanne Hairston, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective August 1, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Johanne Hairston's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.07 per hour effective pay period beginning August 5, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Service (file)
J. Hairston's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1213

Adopted Date August 08, 2017

HIRE KEVIN HOGG AS INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kevin Hogg, 382 Sixth Street, Waynesville, OH 45068, as an Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$18.30 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective September 5, 2017, subject to a negative drug screen and 365-day probationary period; and

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

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Kevin Hogg's Personnel file
OMB – Sue Spencer

Resolution

Number 17-1214

Adopted Date August 08, 2017

HIRE KATHRYN GILBERT AS STAFF ENGINEER, WITHIN THE WARREN COUNTY DEPARTMENT OF WATER AND SEWER

BE IT RESOLVED, to hire Kathryn Gilbert, 2837 Blackhawk Road, Kettering, OH 45420, as Staff Engineer within the Warren County Department of Water and Sewer, classified, full-time, permanent, exempt status, Pay Range B, \$1,846.16 bi-weekly, effective August 28, 2017, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OMB-Sue Spencer
Kathryn Gilbert's Personnel file
Water/Sewer (file)

Resolution

Number 17-1215

Adopted Date August 08, 2017

APPROVE APPOINTMENT OF CHRIS ELLIS TO THE WARREN COUNTY ELDERLY SERVICES BOARD

WHEREAS, Ann Munafo was appointed to the Warren County Elderly Services Board representing the provider category on said Board and is no longer a provider and has relocated outside of Warren County; and

WHEREAS, a replacement is needed for her unexpired term; and

NOW THEREFORE BE IT RESOLVED, to approve the appointment of Chris Ellis, Helping Hands Healthcare, to the Warren County Elderly Services Advisory Committee; said appointment to expire September 30, 2018.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Appointments file
Appointee
Laura Lander
Suzanne Burke (sburke@help4seniors.org)
Tiffany Zindel

Resolution

Number 17-1216

Adopted Date August 08, 2017

AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN, ON BEHALF OF TIFFANY ZINDEL, AS A COLLABORATIVE PARTNER, THE CITY OF LEBANON'S AMENDED GRANT AGREEMENT RELATIVE TO REDEVELOPMENT FUNDS MADE AVAILABLE DUE TO THE RELOCATION OF THE HARNESS RACING FROM THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the State of Ohio has implemented a new process that would require the submission of new projects and/or budget revisions as an amendment to the original grant agreement; and

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ll/

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

EXHIBIT 1

Scope of Work and Project Budget

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

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

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

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

Required Attachments:

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

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

1. Project Summary and Anticipated Outcomes

Redevelopment Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. Administrative Costs

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

X. Other

- a. No additional costs identified at this time.

DETAILED BUDGET

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

1. List of Funding Sources

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

PROJECT DESCRIPTIONS

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

TOTAL: \$ 275,881.98

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

TOTAL: \$ 177,267.00

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

TOTAL: \$ 79,585.42

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

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

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

TOTAL: \$172,344.00

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

TOTAL: \$235,095.00

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

TOTAL: \$186,100.00

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

TOTAL: \$28,500.00

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

TOTAL: \$7,000.00

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

TOTAL: \$87,831.60

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

TOTAL: \$87,500.00

TOTAL FUNDING REQUEST:	\$1,500,000
Remaining Balance of the \$1.5M after Phase 1 & 2:	\$0

Project Readiness

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

Grantee:

City of Lebanon

Grantor:

Ohio Development Services Agency

David Goodman
Director

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

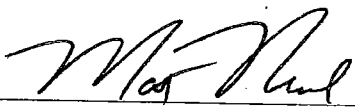
Date: _____

Acknowledged by:

Warren County Bd of Commissioners

Acknowledged by:

Warren County Agricultural Society

By: 

Printed Name: Martin Russell

Title: Deputy County Administrator

Date: 8/8/17

By: 

Printed Name: GENE STEINHILBER

Title: Pres. Board WCAS

Date: _____

Resolution

Number 17-1217

Adopted Date August 08, 2017

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT BY AND BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY/JOHN LANE FIELD AIRPORT

BE IT RESOLVED, to approve and authorize the County Administrator to sign a grant agreement with the Federal Aviation Administration for various activities at the Warren County/John Lane Field Airport, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Airport Authority (file) (Al Wolfson)
Tiffany Zindel
C/A—FAA
FAA
OGA



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer August 17, 2017

Airport/Planning Area Warren County/John Lane Field

AIP Grant Number 3-39-0045-018-2017

DUNS Number 833167039

TO: Warren County Airport Authority

(herein called the "Sponsor")(For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Warren County Board of Commissioners

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 13, 2017, for a grant of Federal funds for a project at or associated with the Warren County/John Lane Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Warren County/John Lane Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,155,607.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$2,155,607 airport development or noise program implementation; and,
\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 25, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 09/27/2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Co-Sponsor. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

25. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further

mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

- 26. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 27. DBE Plan.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
- 28. Environmental.** The environmental approval for this project was issued on 07/14/2017 This project includes the following mitigation measures:

NONE

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

- 29. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type

of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

30. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

31. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

32. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
33. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Stephanie R. Swann
(Typed Name)

Acting Manager,
Detroit Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 24 day of August, 2017.
(Day) (Month)

[Faint mirrored text from reverse side of page]

Warren County Airport Authority

(Name of Sponsor)

[Handwritten signature]

(Signature of Sponsor's Authorized Official)

By:

ALAN B WOLFSON

(Typed Name of Sponsor's Authorized Official)

Title:

SECRETARY / TREASURER

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Bruce A McGary, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Lebanon, OH (location) this 24th day of August, 2017.
(City, State) (Day) (Month)

By:

[Handwritten signature]

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²
Executed this 24 day of August, 2017.

(Day)

(Month)

Warren County Board of Commissioners

(Name of Sponsor)

Tiffany M. Zindel
(Signature of Sponsor's Authorized Official)

By:

Tiffany M. Zindel
(Typed Name of Sponsor's Authorized Official)

Title:

County Administrator
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Keith W. Anderson, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Lehman, Ohio (location) this 24th day of August, 2017.
(City, State) (Day) (Month)

By:

Keith Anderson
(Signature of Sponsor's Attorney)
Assistant Prosecutor

²Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

RECEIVED

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): [] JUL 17 2017 * Other (Specify): [] FAA DETROIT ADO
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* 3. Date Received: []	4. Applicant Identifier: I68
----------------------------	---------------------------------

5a. Federal Entity Identifier: []	5b. Federal Award Identifier: []
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State Use Only:

6. Date Received by State: []	7. State Application Identifier: []
--------------------------------	--------------------------------------

B. APPLICANT INFORMATION:

* a. Legal Name: Warren County Airport Authority	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 73-1715723	* c. Organizational DUNS: 8331670390000

d. Address:

* Street1: 2460 Greeentree Road
Street2: []
* City: Lebanon
County/Parish: Warren
* State: OH: Ohio
Province: []
* Country: USA: UNITED STATES
* Zip / Postal Code: 45036-8157

e. Organizational Unit:

Department Name: []	Division Name: []
----------------------	--------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: []	* First Name: Alan
Middle Name: []	
* Last Name: Wolfson	
Suffix: []	
Title: Secretary/Treasurer	
Organizational Affiliation: Warren County Airport Authority	
* Telephone Number: 513-403-3696	Fax Number: alan.
* Email: alan.wolfson@fuse.net	

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Rehabilitate Runway 1/19 (4502' x 75')
Rehabilitate Runway 1/19 lighting
Includes AGIS Survey

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,155,607.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="119,756.00"/>
* d. Local	<input type="text" value="119,756.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,395,119.00"/>

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

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

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

- Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

**WARREN COUNTY AIRPORT - JOHN LANE FIELD
ESTIMATED PROJECT COST**

STANTEC

Preliminary -	\$ 3,000.00
Design -	\$ 65,630.30
Surveying -	\$ 6,000.00
Soils/Pavement Testing -	\$ 5,450.00
Bidding -	\$ 4,500.00
Construction Administration -	\$ 27,000.00
Construction Observation -	\$ 96,500.00
Construction Testing -	\$ 13,000.00
Government Applications -	\$ 2,000.00
AGIS Surveys -	<u>\$ 49,075.00</u>
TOTAL	\$272,155.30

CONSTRUCTION

Sunesis -	\$2,109,964.04
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ADMINISTRATIVE

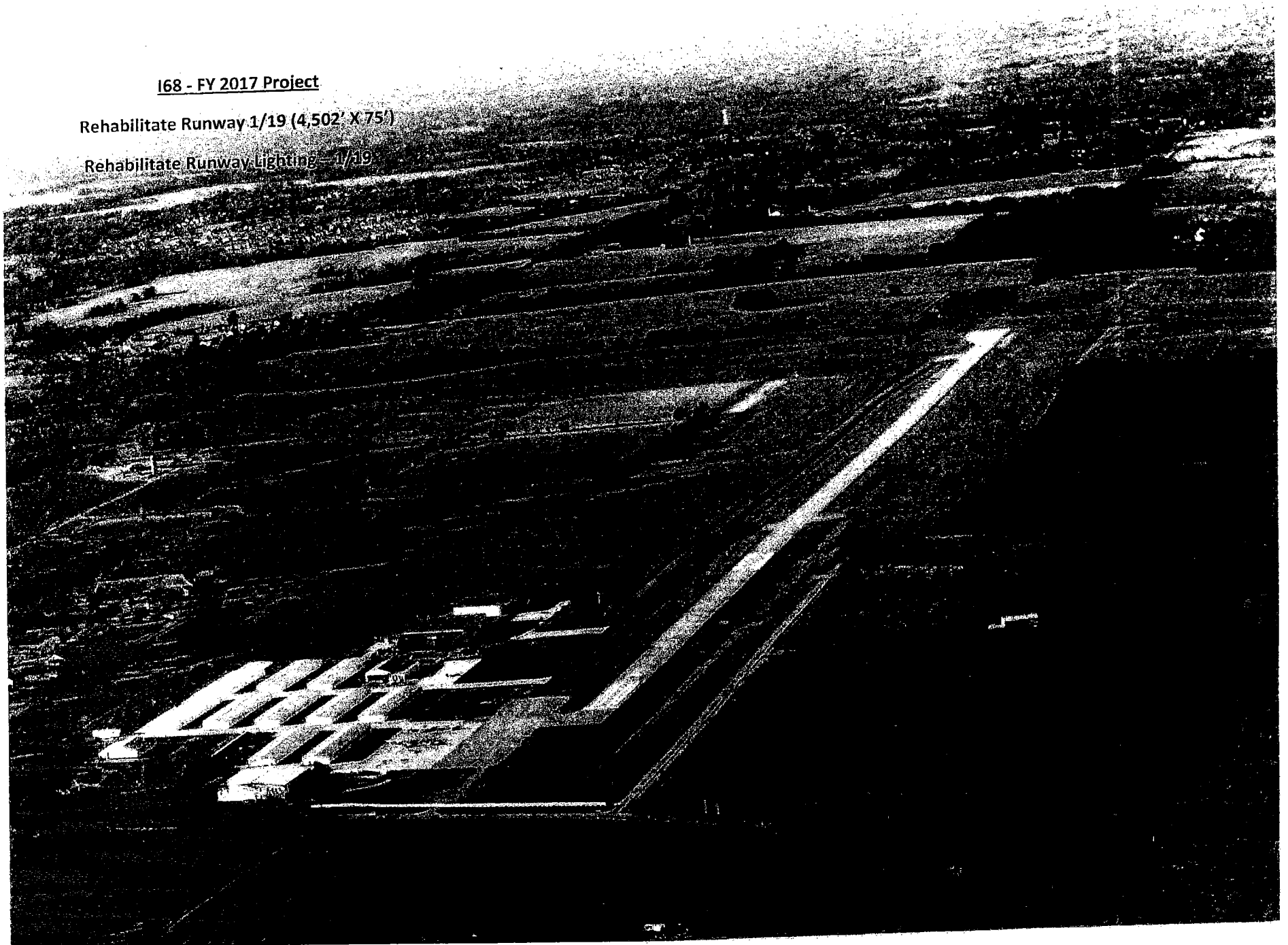
Airport Authority -	\$ 6,000.00
FAA Flight Inspection -	<u>\$ 7,000.00</u>
TOTAL	\$ 13,000.00

TOTAL PROJECT =	\$2,395,119
FAA (90%) =	\$2,155,607
ODOT (5%) =	\$ 119,756
Airport Authority =	\$ 119,756

168 - FY 2017 Project

Rehabilitate Runway 1/19 (4,502' X 75')

Rehabilitate Runway Lighting - 1/19





U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners
Airport: Warren County/John Lane Field
Project Number: 3-39-0045-018-2017
Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

WARREN COUNTY AIRPORT
2460 GREENTREE RD
EBANON, OH 45036

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: ACAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY/TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

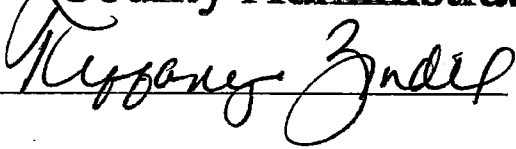
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Board of Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany M. Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners

Airport: Warren County/John Lane Field

Project Number: 3-39-0045-018-2017

Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

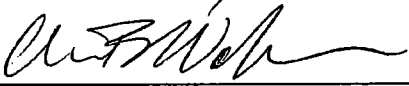
Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: ARLAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

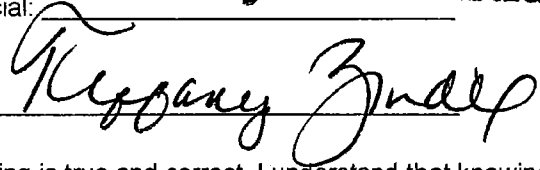
Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Board of Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany M. Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

Federal Aviation
Administration

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners

Airport: Warren County/John Lane Field

Project Number: 3-39-0045-018-2017

Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: AVAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY/TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

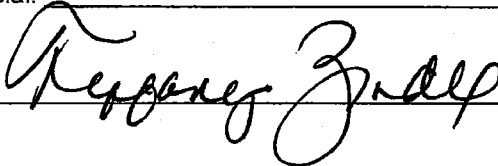
Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: _____ Warren County Board of Commissioners

Printed/Typed Name of Sponsor's Authorized Official: **Tiffany M. Zindel**
Printed/Typed Title of Sponsor's Authorized Official: **County Administrator**

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

**FAA Form 5100-131, Equipment and Construction Contracts –
Airport Improvement Program Sponsor Certification**

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners
Airport: Warren County/John Lane Field
Project Number: 3-39-0045-018-2017
Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification


I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: AVAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY/TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: _____ Warren County Board of Commissioners _____

Printed/Typed Name of Sponsor's Authorized Official: Tiffany M. Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: *Tiffany Zindel*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

Federal Aviation
Administration

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners

Airport: Warren County/John Lane Field

Project Number: 3-39-0045-018-2017

Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A
 - Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A
13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification


I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: AVAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY/TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR § 200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR § 200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR § 200.318(j)).
- Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: ALAN WOLFSON

Printed/Typed Title of Sponsor's Authorized Official: SECRETARY TREASURER

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

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Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Board of Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany M. Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority & Board of Commissioners

Airport: Warren County/John Lane Field

Project Number: 3-39-0045-018-2017

Description of Work: Rehabilitate Runway 1/19 (4,502' X 75'); Rehabilitate Runway 1/19 Lighting including AGIS Survey

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A



U.S. Department of
Transportation

Federal Aviation
Administration

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

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Sponsor's Certification

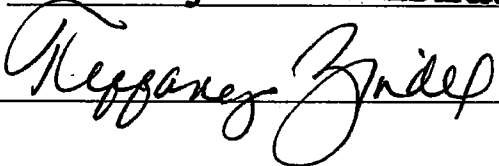
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 24 day of August, 2017.
(Day) (Month)

Name of Sponsor: Warren County Board of Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany M. Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Resolution

Number 17-1218

Adopted Date August 08, 2017

AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO ENGAGEMENT LETTER
RELATIVE TO MUNICIPAL ADVISORY SERVICES WITH BRADLEY PAYNE
ADVISORS, LLC

BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to enter into an
Engagement Letter relative to Warren County's Municipal Advisory Services with Bradley
Payne Advisors, LLC; copy of said letter attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: C/A—Bradley Payne
Andrew Brossart AB@bpayneadvisors.com
Tiffany Zindel

Andrew J. Brossart
Bradley Payne Advisors, LLC
300 East Business Way, Suite 200
Cincinnati, Ohio 45241
513.247.6123

July 25, 2017

Mrs. Tiffany Zindel, Administrator
Warren County, Ohio
406 Justice Drive
Lebanon, Ohio 45036

RE: Engagement Letter –Related to Warren County’s Municipal Advisory Services

Dear Mrs. Zindel:

Section 1 of this letter describes the municipal advisor professional services engagement between Bradley Payne Advisors, LLC and the Warren County Board of Commissioners. Section 2 describes Andrew Brossart’s services and fees as they relate specifically to the County’s forthcoming issuance of Series 2017 LTGO Refunding Notes (the “Notes”) and 2018 Jail Financing and ongoing municipal advisory work as requested by the County. Upon agreeing with the intentions of this letter, please sign and return a copy to me electronically.

Please note: Section 2 of this letter contains important disclosures.

Abbreviations:

Bradley Payne Advisors, LLC and Warren County Board of Commissioners are abbreviated from time to time herein as “BP” and “County” respectively.

SECTION 1 – GENERAL SERVICES

Municipal Advisory Activities That May Be Provided at the Specific Request of the County:

General Services:

- a) Offer advice on all financing related proposals, ideas and concepts submitted to the County by financial services companies;
- b) Prepare or review investment, disclosure and debt policies;
- c) Manage the development and distribution of Request for Qualifications related to financing professional services;
- d) Meet with the County’s Finance Team and Administrator to assist with the formulation of financing plans and other bond related matters. Develop and distribute communications related to financial discussions.

- e) Assisting in the development and review of new development and/or redevelopment projects including:
 - i. Review and/or projections of tax revenue increases derived from tax increment financing districts, New Community Authority Districts and enterprise zone tax abatement forecasting.
 - ii. Review of any financing plan utilizing increased tax revenues from the proposed development and marketability of those revenue streams.
 - iii. At the request of the County, review all documents where by the County is financially involved.

Transaction Specific Services Provided:

- a) Produce and distribute schedules, distribution lists and other working papers, such as plan of finance and pricing summary;
- b) Organize and facilitate the following activities: rating presentation and securities pricings;
- c) Prepare progress reports;
- d) Facilitate the County's full and accurate investor disclosures and assist in the retention of a suitable disclosure agent. *(This service is limited in scope to making a "best effort" review of the information made available to BP and in no way by delivery assumes accuracy or any responsibility or role as Disclosure Agent);*
- e) Assist with the bond underwriter's post-sale review including comparisons to comparable transactions;
- f) Review post-pricing-day market trades in the County's Bonds including Bonds trading out of the primary account and in the secondary market for a period of approximately two to three weeks to reveal unusual or unfair pricing events.

Compensation and Out-of-Pocket Expenses:

- i. BP expects to provide general "municipal advisory services" to the County from time to time at the County's request. Should the County prefer a non-transactional service agreement, the fee for occasional financial advice established under a yearly fixed fee will be negotiated with the County on a per year basis. These fees shall be billed on a semi-annual basis. The County and BP agree to review this fee structure and agreement on an annual basis to determine the appropriate fee structure. Non-rated and privately placed or public sale economic development bonds will be negotiated at a separate rate with the County as needed.
- ii. Should the County not accept a fixed fee arrangement, BP will provide specific "transaction services" under this agreement per Section 2 below.

Record Retention:

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, BP is required to maintain in writing all communication and documentation between BP and the County for five (5) years.

Fiduciary Duty:

BP is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, under MSRB Rule G-42, BP has a fiduciary duty to the County and must provide both duty of care and loyalty that entails several proscribed duties including but not limited to the following:

- a) Exercise due care in performing its municipal advisory activities;
- b) Possess the degree of knowledge and expertise needed to provide the County with informed advice;
- c) Make a reasonable inquiry as to the facts that are relevant to the County's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the County; and
- d) Undertake a reasonable investigation to determine that BP is not forming any recommendation on materially inaccurate or incomplete information; BP must have a reasonable basis for:
 - i. any advice provided to or on behalf of the County;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the County, any other party involved in the municipal securities transaction or municipal financial product, or the County's securities; and
 - iii. any information provided to the County or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.
- e) BP must deal honestly and with the utmost good faith with the County and act in the County's best interests without regard to the financial or other interests of BP.

*(For MSRB's Regulatory Notice and description for G-42 duties, please see:
<http://www.msrb.org/~media/Files/Regulatory-Notices/Announcements/2016-03.ashx?la=en>)*

Term of Engagement:

The County has the right to terminate its relationship with BP at any time. In that event, County agrees that BP is owed just and equitable compensation for any satisfactory "transaction services" completed up to that point, including all pre-election services, and as presented in a final invoice.

Disclosures:

BP is required to disclose to the County any conflicts of interest that may interfere with, or be perceived to interfere with, its fiduciary duty to the County. Disclosures for this purpose are provided in the Section 2 of this letter below and may be amended from time at the request and approval of the parties to this Agreement.

License and Registration:

Andrew Brossart is a licensed Municipal Advisor. The County may verify Andrew Brossart's SEC registration status at: <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

The County may also review Andrew Brossart's recent engagements and political contributions by calendar year quarter at: <http://emma.msrb.org/MarketActivity/PoliticalContributions.aspx>.

SECTION 2 – TRANSACTION FEES AND DISCLOSURES

Transactions: The County plans to issue Bonds and Notes at various times within the timeframe of this engagement. The known planned offerings are as follows:

- a) The Bonds;
- b) One-year Note Financings required by the County;
- c) Future financings as needed by the County;

BP Transaction Fees: BP's fees for services, which compensate BP for advisory services related to the County's contemplated financing needs. All fees are contingent* upon the successful closing of the transactions, with the exception provided in Section 1 herein under "Term of Engagement".

- iii. Negotiated Sale Limited Tax General Obligation BANs – 0.1% of Par amount issued.
- iv. Competitive Sale Limited Tax General Obligation BANs – 0.15% of Par amount issued.
- v. Negotiated Sale Limited Tax General Obligation Bonds – 0.45% of Par amount issued.
- vi. Competitive Sale Limited Tax General Obligation Bonds – 0.475% of Par amount issued.
- vii. Negotiated Sale Sales Tax, Non-Tax Revenue or Utility Revenue Obligation Bonds – 0.475% of Par amount issued.
- viii. Competitive Sale Sales Tax, Non-Tax Revenue or Utility Revenue Obligation Bonds – 0.5% of Par amount issued.
- ix. Bank Placements of for LTGO, Utility, Income Tax or Non-Tax Revenue Obligation – 0.45% of Par amount issued.
- x. Any unrated and privately placed or public sale economic development bonds will be negotiated at a separate rate with the County.

**Please see important disclosures below. Transaction based fees may create conflicts of interest.*

Estimated Aggregate Transaction Fees

BP will provide a review of all proposed and negotiated vendor fees and expenses to the County in advance of any bond and note sale. Upon request, BP's efforts will include collecting and negotiating vendor fees on the County's behalf.

Comparative Transaction Fees

At the County's request, BP will informally review the proposed aggregate transaction fees and the circumstances behind the fees to help prevent "excessive fees" as alluded to by the MSRB's proposed Rule G-42. As part of this review, upon request, BP will compare the total fees for this transaction to the fees reported in the final offering statements of several comparable transactions, considering the unique characteristics of the transactions (this review is limited to comparisons based readily available information from similar transactions).

IMPORTANT DISCLOSURES:

- a) **Compensation** – fees for municipal advisory services are typically provided in one or a combination of the following three ways:
 - i. Transaction Fees / Hourly Fees / Fixed fee
 - ✓ **Transaction "Flat" Fee** –Contingent fees are considered by the clear majority of Ohio Counties to be suitable where hours of pre-sale work may be completed but for a variety of reasons the bond sale may be cancelled prior to execution. Common reasons for cancellation include election failure or adverse market conditions. In the County's case, for example, BP and the underwriter assumed full risk for planning meetings and all related work prior to a financing outcome, thereby protecting the County from general fund liability should the issue fail. Please note: Contingent transaction fees may lead to comparatively higher fees and may conceivably cause financing team professionals to recommend financings not in the best interest of the County to generate additional fee income.
 - ✓ **Hourly Fee and Fixed fee** - The County has not historically paid fees on a contingency basis from bond funds. Nevertheless, BP encourages open discussion of hourly and fixed fee options at the County's request.
- b) **Affiliations & Conflicts of Interest** - As of the date of this Agreement, there are no affiliations or conflicts of interest that BP is aware of that in its opinion would impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If BP becomes aware of any potential conflicts of interest that arise after this disclosure, BP will disclose the detailed information in writing to the County in a timely manner.

Ballot Levy Contribution – BP has not made any contributions in support of any County bond issue ballot campaigns.
- c) **Qualifications** - BP possesses the knowledge and expertise and will make a reasonable inquiry as to the facts that are relevant in determining the basis of advice provided and a reasonable investigation to

determine that BP is not forming a recommendation on materially inaccurate information. BP is a registered Municipal Advisor in good standing.

- d) **Public Expense** - Fees paid to BP and other financing team members constitute public expense. Fees paid from bond proceeds are generally paid from bond proceeds and ultimately manifest themselves in the form of slightly higher average interest rates paid over the life of the Bonds. While BP's services are designed to materially lower or minimize the County's overall financing costs through promoting and recommending best execution, they cannot be guaranteed to do so.
- e) **Travel Expenses Borne by the County** – BP shall obtain the County's prior written approval before incurring any out-of-state Travel Expense to be paid by the County, regardless of the fee arrangement. Travel reimbursement request must follow the travel policy of the County.
- f) **Principal** - BP does not act as principal in any of the transaction(s) related to this Agreement.
- g) **Suitability** – As requested, BP will perform due diligence that will allow it to form a reasonable basis for its recommendations. At the County's request, BP will discuss material risks, potential benefits, structures and other characteristics of recommendations with the County. BP will consider other reasonably feasible alternatives that might also serve the County's objectives.

If the County requests BP to review and evaluate recommendations made by another party, BP will discuss the following points with County:

- i. the evaluation of the material risks, potential benefits, structure and other characteristics of the recommendation;
 - ii. whether BP reasonably believes that the recommendation is suitable and the basis for that belief;
 - iii. whether BP has investigated or considered other reasonably feasible alternatives to the recommendation.
- h) **Legal and Regulatory Disclosures** - As of the date of this letter, BP is aware of no legal disclosures it should make that are material to its relationship with the County. If BP becomes aware of reasonable disclosures that arise during the term of this Agreement, BP will disclose such in writing to the County in a timely manner.
- BP will comply with all applicable laws, regulations, and rules relating to the subject matter of this Engagement; will keep records documenting its compliance; and will provide a copy of such records to the County upon the County's request.
- i) **Liability Insurance** – BP carries professional liability insurance up to \$1,000,000 per occurrence.

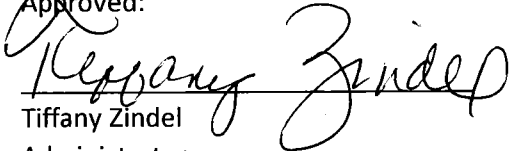
If there are any questions regarding the letter, please do not hesitate to contact me. If you agree, please acknowledge receipt and approval of this letter by signing and returning at your convenience. Thank you.

Sincerely,



Andrew J. Brossart
Bradley Payne Advisors, LLC

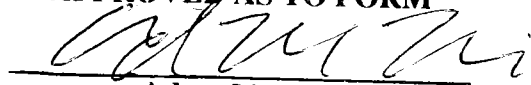
Approved:



Tiffany Zindel
Administrator
Warren County

Date: 8-8-17

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 17-1219

Adopted Date August 08, 2017

SET ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF WILKENS ASSOCIATES II, LLC IN DEERFIELD TOWNSHIP

BE IT RESOLVED, to set the administrative hearing to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Wilkens Associates II, LLC, owner of record, for access to Future Parkway Drive for Parcel # 1632286022 (The District At Deerfield) in Deerfield Township; said public hearing to be held September 5, 2017, at 10:15 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)
Public Hearing file
Applicant
Katie Dillenburg katiedillenburg@bayerbecker.com
Etta Reed ettareed@bayerbecker.com
Tim Burgoyne - Hal Homes (tburgoyne@halhomes.com)
Wardell Wilcox wardellwilcox@bayerbecker.com
Deerfield Township Trustees
Bruce McGary

Resolution

Number 17-1220

Adopted Date August 08, 2017

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN F PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

BE IT RESOLVED, to authorize the President of the Board to sign a F Permit Application from the Ohio Department of Commerce, Division of Liquor Control for the purpose of obtaining a liquor license during the Monarch Market Affair on August 12 – 13, 2017; copy of said application as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Warren County Agriculture Society file
C/A—Ohio Department of Commerce, Division of Liquor Control

F-4 PERMIT APPLICATION

An F-4 permit may be issued to an association or corporation organized not-for-profit in this state to conduct an event that includes the introduction, showcasing, or promotion of Ohio wines. An F-4 permit allows the association or corporation to furnish at no charge, 2 oz. samples and to sell by the glass, for on premises consumption, wine provided by at least three A2 permit holders who sell Ohio wine. The participating A2 permit holders may sell wine that they have manufactured, in sealed containers for consumption off the premises, until 1 AM for a period not to exceed three days.

**APPLICATION MUST BE FILED 30 DAYS PRIOR TO EVENT
 THE FEE FOR AN F-4 PERMIT IS \$60.00 PER DAY**

SECTION (A) PROPOSED F-4 PERMIT PREMISES INFORMATION

Name of Association or Corporation: <u>Warren County Agricultural Society</u>			
Name of Event: <u>Monarch Market Affair</u>			
Event Street Address: <u>665 N. Broadway</u>			
Township (if outside city limits):	City: <u>Lebanon</u>	Zip Code: <u>45036</u>	County: <u>Warren</u>
Mail and/or Fax Permit and Correspondence To: Name: <u>Rebecca Osborne</u>		Street Address: <u>PO Box 58 665 N. Broadway</u>	City: <u>Lebanon</u>
State: <u>OH</u>	Zip Code: <u>45036</u>	Phone #: <u>513.932.2636</u>	Fax #: <u>513.932.2235</u>
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:		Name: <u>Marcie Brow,</u>	Title: <u>Owner, Monarch Market</u>
Date and Time Function Will Begin :	Date Function Begins : <u>Sat., Aug 12</u>	Time Function Begins : <u>9:00</u>	<input checked="" type="checkbox"/> am <input type="checkbox"/> pm
Date and Time Function Will End :	Date Function Ends : <u>Sun., Aug 13</u>	Time Function Ends : <u>5:00</u>	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm

SECTION (B) APPLICANT/ORGANIZATION'S INFORMATION

1. List the Organization's non-profit Charter/Registration number from the Ohio Secretary of State's office _____			
2. Please provide the Top Four Officers of the Organization:			
Name:	Title:	Name:	Title:
Residence Address:		Residence Address:	
Phone:		Phone:	
Name:	Title:	Name:	Title:
Residence Address:		Residence Address:	
Phone:		Phone:	

FOR OFFICE USE ONLY

Taxing District	Reviewer Action:	Remarks:
Permit Number		
Receipt #		

SECTION (C)

ORGANIZATION INFORMATION

- 1. Is the event coordinated by your association or corporation? YES NO
- 2. Will your association or corporation be responsible for the activities at the event? YES NO
- 3. Is your intent to introduce, showcase, or promote Ohio wines to persons who attend the event? YES NO
- 4. Provide the name, address and permit number of at least three A2 permit holders participating in the event (use additional sheet if necessary)

1) Name: Older Schoolhouse Vineyard & Winery Address: 152 SR 726 Wash. TWP Permit # BD35165
 City, State, & Zip: Eaton, OH 45320

2) Name: Vinoklet Winery Address: 1106A Colerain Ave Permit # 9282061
 City, State, & Zip: Cincinnati OH 45252

3) Name: Hanover Winery Address: 2121 Norman Rd B. Permit # B032042
 City, State, & Zip: Hamilton OH 45013

SECTION (D) - Applicant's Signature & Notarization:

State of Ohio, Warren County, ss

I, Rebecca Osborne being first duly sworn, according to law, depose and say that the statements
(Please Print)
and answers made in the foregoing application are true.

(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Stockholder or Member) (Title) (Date)

(Residence Address) (City) (State) (Zip Code) (Area Code & Telephone Number)

(To be completed by Notary Public)

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

(Notary Public) (Notary Expiration)

TO ENSURE THAT THIS APPLICATION IS PROCESSED AS QUICKLY AS POSSIBLE, PLEASE SUBMIT THE FOLLOWING, ALONG WITH THIS COMPLETED, SIGNED, AND NOTARIZED APPLICATION

- ◆ \$60.00 Permit Fee per each day of the event
- ◆ Completed & signed Consent Form
- ◆ Completed and signed "Diagram of Permit Premises for F-4 Liquor Permit" form and any attachments.
- ◆ Explanation of any officer's conviction for any felony or misdemeanor, if applicable.
- ◆ Current Certificate of Good Standing from the Ohio Secretary of State's Office indicating the organization's Not-for-Profit status.
- ◆ You must provide on this application, under Section C at least three A2 permit holders that will participate in this event.

OHIO DEPARTMENT OF COMMERCE
 DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
CONSENT TO / NOTIFICATION OF F-4 LIQUOR PERMIT

Section F. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The Monarch Market Affair - Warren County Agricultural Soc.
(Full Name of Organization [this must be same as what is listed on Application])
Another Adventure, LLC

will be conducting an event at the location of Warren Co. Fairgrounds, 665 N. Broadway,
(Location or Street address where function held [this must be same as what is listed on Application])
Lebanon, OH

and has applied for an "F-4" class temporary liquor permit to allow 2 oz. samples and sale of wine:

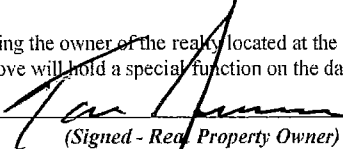
beginning Sat, Aug. 12 at 9:00 am pm
(Date Function Begins) (Time Function Begins)

and ending Sun, Aug 13 at 5:00 am pm
(Date Function Ends) (Time Function Ends)

Section G. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X  Warren Co. Commissioner 8/8/17
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)
665 N Broadway Lebanon OH 45034 513-695-1250
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in "Section A" will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____ City Police
 _____ Twp Police
 _____ County Sheriff
(Signed) (Title) (Check the box that applies) (Date)

(Print Name)

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.

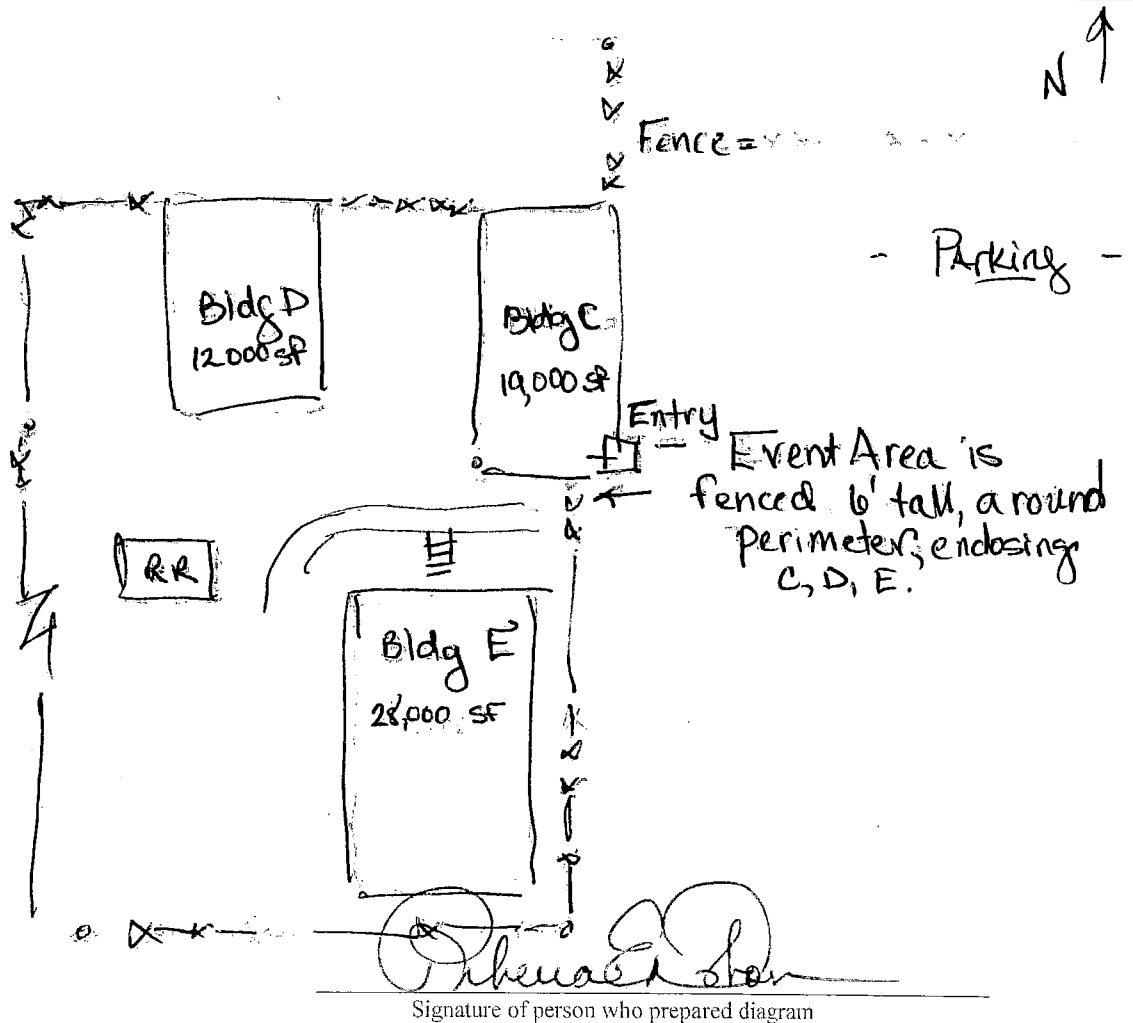
SECTION (H)

DIAGRAM OF PROPOSED PERMIT PREMISES FOR "F-4" LIQUOR PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

If the diagram is not included, the application will be returned to the applicant. Every applicant for an F-4 liquor permit must submit with the application a diagram of the premises where alcoholic beverages will be consumed. The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant. The diagram must identify the room(s) in which alcoholic beverages will be consumed.

DIAGRAM MUST APPEAR IN THE SPACE BELOW, OR INDICATE ATTACHED SHEET



Rebecca Osborne Fair Secretary & Facility Mgr
Print Name Title Phone #
513 932 2636



Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

**AFFIDAVIT AND MEMORANDUM OF AGREEMENT
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**

(To be completed by Retail Permit Holder)

The State of Ohio, _____ County, ss.

I/We _____

 (Name [not DBA Name] Listed on Issued Retail Permit)

issued retail permit holder # _____ being first duly sworn,

 (Issued Liquor Permit #)

according to law, depose and say that I/We agree to not utilize our permit privileges at the same time and
 place where the temporary permit organization function listed on page 1 of this application will be held,

From: _____ / _____ / _____ To: _____ / _____ / _____
 MONTH DAY YEAR MONTH DAY YEAR

 (Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control) (Title)

 (Print Name of Officer, Shareholder of LLC Member of Issued Permit) (Day Time Telephone Number)

 (Residence Address) (City) (State) (Zip Code)

Sworn to and subscribed before me this _____ day of _____, 20 _____

 (Notary Public Signature) (Notary Expiration Date)

 (Notary - Please Print Name or Affix Seal/Stamp)

Resolution

Number 17-1221

Adopted Date August 08, 2017

WAIVE BUILDING AND ZONING FEES ASSOCIATED WITH CONSTRUCTION OF A
PARK ON UNION ROAD IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to waive the building and zoning fees associated with the construction of a park on Union Road by the Franklin Township Trustees; and

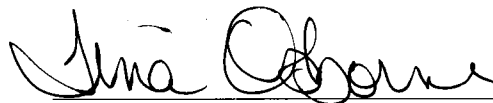
BE IT FURTHER RESOLVED that the Franklin Township Trustees be responsible for the surcharge required by the State of Ohio.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
Traci Stivers, Franklin Township Administrator

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

Resolution

Number 17-1222

Adopted Date August 08, 2017

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

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Maryhaven Inc.
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider		
Maryhaven Inc.		
Street/Mailing Address		
1791 Alum Creek DR		
City	State	Zip Code
Columbus	OH	43207

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

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

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Article VI. AGENCY RESPONSIBILITIES

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$80,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

1964.

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Maryhaven Inc.
1791 Alum Creek DR
Columbus OH 43207

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. EXCLUDED PARTIES LIST

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

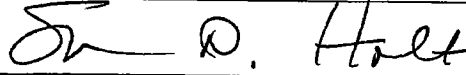
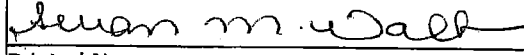
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in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

Article XXXII. APPLICABLE LAW AND VENUE

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

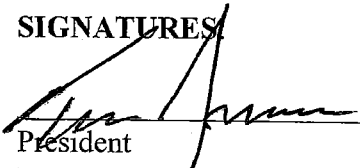
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: 	Date: <u>7/24/17</u>
Printed Name <u>Shawn D. Holt, President & CEO</u> Maryhaven Inc.	
Agency: 	
Printed Name <u>Warren County Children Services</u>	Date: <u>7/25/17</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1222, dated 8/8/17.

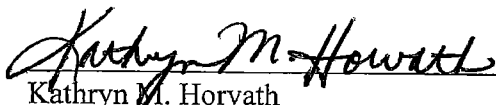
SIGNATURES



President
Warren County Board of Commissioners
8/8/17

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 18259
 EXPENDED AMT. 257,839.45
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/06/17
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 2,000,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SERVICES
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE

1,742,160.55 REMAINING AMOUNT

Name...
 Address

LAST MEMO.. CONTRACT PLACEMENT SERVICES

1	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
		CONTRACT PLACEMENT SERVICES	2000000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Maryhaven Inc.		
Street/Mailing Address 1791 Alum Creek DR		
City Columbus	State OH	Zip Code 43207

Contract ID : 14206412

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

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

Amendment Number 1 :

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

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 07/24/2017
 Provider / ID : Maryhaven Inc./ 3851930
 Contract Period : 01/01/2017 - 12/31/2017
 Cost/Amendment Period :01/01/2017 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation/ Administration Per Diem	Transportation/ Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Adolescent Residential (20221)	373663			\$191.00	\$14.00							\$205.00	01/01/2017	12/31/2017
Emergency Shelter (20704)	1375640			\$191.00	\$14.00							\$205.00	01/01/2017	12/31/2017

MARYHAVEN, INC.

Effective April 1, 2017 through March 31, 2018

ATTACHMENT A

LONGER TERM RESIDENTIAL/RESIDENTIAL CARE

	Level of Care	Provider Number	State of Ohio Title IV-E Reimbursement Ceilings		Maryhaven, Inc. (Rates to be Charged to County Agency)			Maryhaven, Inc. Total Daily Rate to be Charged to the County
			Maintenance	Administration	Maintenance	Administration	Other**	
Adolescent Residential	Level VI - Residential Treatment - Locked	20221	\$191.00	\$14.00	\$191.00	\$14.00		\$205.00
Emergency Shelter	Level VI - Residential Treatment - Locked	20704	\$191.00	\$14.00	\$191.00	\$14.00		\$205.00

The Title IV-E Reimbursement Ceilings as established by the Ohio Department of Job and Family Services for 04/01/17 through 03/31/18 are identified above. The rates as identified by Maryhaven, Inc., e.g. Maintenance, Administration, and Other must be itemized and must also be included on the Invoice and the Individual Child Care Agreement.

Other:

Assessment	\$96.24 per hour
Case Management	\$78.17 per hour
AOD Group Counseling	\$38.08 per hour
Individual Counseling	\$87.28 per hour
Medical/Somatic	176.28 per hour
Laboratory Urinalysis	\$60.00 per screen
Intensive Outpatient	\$136.90 per hour
Mental Health Psychiatric Diagnostic Interview (physician)	\$210.87 per hour
Mental Health Assessment (non-physician)	\$129.99 per hour
Mental Health Individual Counseling	\$90.00 per hour
Individual Community Psychiatric Supportive Treatment	\$85.32 per hour
Mental Health Group Counseling	\$39.48 per hour
Pharmacological Management Services	\$210.87 per hour
Title IV-E Rate for Residential Treatment Services	\$140.00 per deim
Title IV-E Rate for Emergency Shelter Program	\$187.00 per deim

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

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

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

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

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

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

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

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

The parties hereby agree to the following procedures:

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

A. Normal Business Hours

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

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

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

B. After Normal Business Hours

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

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

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

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

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

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

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

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

III. WRITTEN DOCUMENTATION

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

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

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

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

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

C. ELECTRONIC MAIL/ EMAIL –

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

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

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

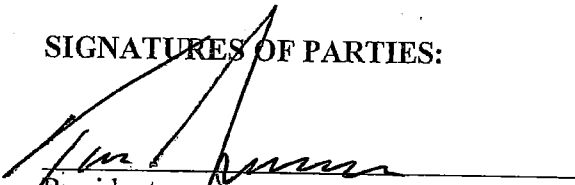
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

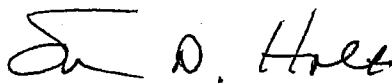
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1222, dated 8/8/17, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners


Date 8/8/17



Provider Shawn D. Holt,
President & CEO

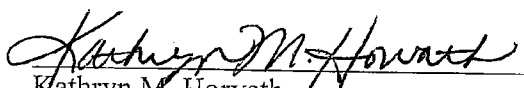
Date 7/24/17

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 18259
 EXPENDED AMT. 257,839.45
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/06/17
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 2,000,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SERVICES
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE
1,742,160.55 REMAINING AMOUNT
 Name...
 Address

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SERVICES	2000000.00

LAST MEMO.. CONTRACT PLACEMENT SERVICES

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

Resolution

Number 17-1223

Adopted Date August 08, 2017

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 40 and 41; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 40 and 41 acknowledging Jail Workshop on-site as well as Inform Jail/Inform RMS API Integration , as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 40

Effective Date: 07/14/2017

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Jail Workshop on-site

Date: July 11-13, 2017

TriTech Resource: Christian Edwards

Warren Co Resources: Captured on sign in sheet

Below is the list of topics covered.

Topics covered:

- Security Roles and Personnel
- Jail Housing and Locations
- Jail Module Questionnaires
- Narrative Templates
- Sentence Calculations Module
- Building Checklist
- Jail Incidents Module
- Jail Programs Module
- Operation Status Board
- Weekender Module
- Work Release Module

20JUL 1:38PM

The following items were removed from agenda by the client:

- Evidence
- Attachments
- Review Cell Inspection feature

The confirmation of items covered in this workshop, per the agenda provided by TriTech, was signed by Kathleen Farmer on 07/13/2017.

SOW 7.8 V4 Implementation of Inform Jail. Workshop agenda is driven by the topics identified by the BA and Client to cover.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>8/8/17</u>
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	
	Signature: <u>[Signature]</u>	Date: <u>07/14/2017</u>

Warren County Sales Order 6395 Task Completion Report 41

Effective Date: 07/21/2017

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Inform Jail/ Inform RMS API integration

Client has tested and verified that Prefill is functioning correctly in Inform Jail and have tested and verified the integration when creating an arrest record in Inform Web RMS.

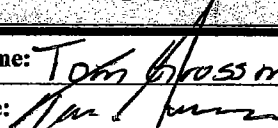
The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name: Tom Grossmann

Signature: 

Date: 8/8/17

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 07/21/2017

Resolution

Number 17-1224

Adopted Date August 08, 2017

AUTHORIZE THE PRESIDENT OF THE BOARD TO APPROVE ASSUMPTION OF LIABILITY FORM WITH VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the President of the Board to approve the attached Service Order form and Assumption of Liability form for the attached employee cellular device to be transferred/ported to the employee's Warren County issued phone; assumption of responsibility will be transferred to Warren County. Copy of form is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Verizon Wireless
Telecom (file)



This form will allow you to transfer billing responsibilities for a Verizon Wireless mobile telephone number currently held by you to your employer

- 1) Complete all the applicable fields below.
- 2) For calling plan changes, please review the available calling plans on the Verizon Wireless website at verizonwireless.com, and complete the fields in the Calling Plan Change section below.
- 3) Read the terms and conditions of this Transfer of Billing Responsibilities Form.
- 4) E-mail this form, by clicking the box to the left of the appropriate signature line, save a copy and email it to VZWFederal.Accounts@VerizonWireless.com. E-mails will only be accepted from your Organization's email domain. Once the form is received, a confirmation e-mail notice will be sent to the requester's e-mail box.
- 5) If e-mail process is not available, return this form via Fax, have both parties sign and print at the bottom of this form and fax this form to: 800-290-1488

Note: Completion timelines for the Assumption of Liability request is 3-5 business days.

Wireless Number to be Transferred: 513-312-2656	Existing Account Number: 681769466-0001		
Relinquishing Customer's Name: Amy Butler	Relinquishing Customer's e-mail Address: jagbutler@gmail.com		
Relinquishing Customer's Billing Address: (No PO Boxes) 60 Snook Rd.	City: South Lebanon	State: Ohio	Zip Code: 45065
Billing Address (Cont): South Lebanon, Ohio 45065	Relinquishing Customer's Phone Number: 513-312-2656		

Calling Plan Name:	Monthly Access Fee:
Line Term: <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months	Home Airtime Minutes:

- The account identified must be current (past due balance) before Verizon Wireless can transfer it to another party.
 - Upon completion of the transfer of liability, Verizon Wireless will send you a final bill for all charges due through the date of the transfer of liability. You will be responsible for the payment of this final bill subject to the terms and conditions of your Customer Agreement and it will serve as your only notice of the transfer of liability.
 - In addition to assigning all billing responsibilities to your Organization, all calling information associated with this mobile telephone number will become the property of Organization.
 - By signing this form, or checking the box below, you agree to release liability for the mobile telephone number indicated above.
- If returning via e-mail, please check the box to the left to acknowledge your electronic acceptance of these terms.

Signed: <i>Amy L. Butler</i>	Date: 7/27/17
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- The individual signing this Transfer of Liability on behalf of Organization represents that they have the legal capacity to bind Organization.
- By signing this form, or checking the box below, Organization agrees to assume liability for the mobile telephone number indicated above. (If returning via email, the Organization representative must include their name and date.)
- Upon processing of the transfer of billing responsibilities, Organization will be solely responsible for all financial responsibility for this mobile telephone number.
- This Transfer of Billing Responsibilities is subject to Organization's Agreement with Verizon Wireless.

If returning via e-mail, please check the box to the left to acknowledge your electronic acceptance of these terms.

Signed: <i>Adam M. Nice</i>	Date: 8/8/17	
Organization Name: Warren County Telecommunications	Title: President	
Billing Address: (No PO Boxes) 500 Justice Drive	Phone Number: 513-695-1250	
Billing Address (Cont): 500 Justice Drive, Lebanon, Ohio 45036	E-mail Address:	
Assuming Organization Tax ID #: 31-6000058	Number of Years in Business:	
<input type="checkbox"/> Create New Billing Account Number:	<input type="checkbox"/> Add to existing Billing Account:	Existing Account Number: (If applicable): 381870843

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney

Resolution

Number 17-1225

Adopted Date August 08, 2017

APPROVE ASSUMPTION OF LIABILITY FORM WITH VERIZON WIRELESS ON
BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve assumption of liability form, on behalf of Warren County
Telecommunications, with Verizon Wireless for transfer of data devices to less expensive State
of Ohio plan; and

BE IT FURTHER RESOLVED, that the attached list of data devices will be removed from the
GSA Federal account to State of Ohio account.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Verizon Wireless
Telecom (file)

Assumption of Liability Authorization Agency to Agency Liability rev. 08.11.2011

Agency A ("Assignor") hereby agrees to assign liability for certain mobile telephone number(s) (single number identified below, multiple numbers identified in the attached spreadsheet titled "Attachment A") to Agency B ("Assignee"), and Assignee hereby agrees to assume liability for said mobile telephone number(s) from Assignor.

The following conditions apply to this Assumption of Liability:

- Assignee must submit to Government Contract eligibility verification and submit a purchase order to Verizon Wireless, if not previously in existence. If Purchase Order is not in existence, wireless number will not be assigned.
- Assignor's account on each of the applicable mobile telephone numbers to be transferred must be current.
- Liability for billing and all other rights in each mobile telephone number will not transfer from Assignor to Assignee until processing by Verizon Wireless is complete. (Normal processing time is 72 business hours). Assignor remains liable for all charges associated with each mobile telephone number until assumption of liability is completed.
- Once the Assumption of Liability described herein is completed, Assignor shall have no further responsibility for any obligations associated with the assigned mobile telephone numbers.
- Once the Assumption of Liability described herein is completed, Assignee shall be solely responsible for all obligations associated with the assumed mobile telephone numbers subject to the terms and conditions of its existing agreement with Verizon Wireless.
- Signatures on this document must be from an authorized government representative or contracting officer.

Acknowledged and agreed:
AGENCY A (ASSIGNOR)

Agency Name: Warren County Telecom

Signed (Authorized SPOC): _____ Date: 08/01/17

Agency Address: 500 JUSTICE DR

Name: Jessica Johnson

City: Lebanon State: Ohio Zip: 45036

Title: Admin Assistant

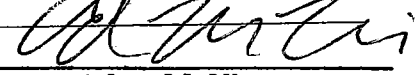
Fed Tax ID: 0058

Contact Number: (513) 695-2436

Wireless Number to be assigned: see attachment
Note: Multiple numbers should be provided on spreadsheet titled Attachment A

Account Number of Wireless Number to be assigned:
381870843-00001

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Agency B (ASSIGNEE)

Agency Name: Warren County Telecom

Signed (Authorized SPOC): _____ Date: 08/01/17

Agency Address: 500 Justice Dr

Name: Jessica Johnson

City: Lebanon State: Ohio Zip: 45036

Title: Admin Assistant

Fed Tax ID: 0058

Contact Number: (513) 695-2436

Account Number(s): 0642163681-00001

Price Plan Name: see attachment A

Feature: n/a MB/GB: n/a Cost: n/a

Price Plan Cost and Allowance: \$37.99

Fax the completed form to: 800 290 1468

Assumption of Liability - Attachment A

Witness #	User Name	Plan ID	Plan Description	Assess	Plan
51329793	C. GARDNER, VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329797	FOSTER CARE/ADOPTION CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329799	FRANKLIN TITLE MHI	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329807	M. CONLEY, VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329811	W.C. PROSECUTOR MHI	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329815	C. BRYANT, VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329819	GARY HARDWICK	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329823	W.C. PROSECUTOR MHI	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329827	C.P. ADULT PROBATION	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329831	L. WINTON, VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329835	C.P. ADULT PROBATION	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329839	M. DAWSON, ENGINEERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329843	CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329847	CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329851	J. MORIS, WATER DEPT	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329855	DAVID CASANOVA CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329859	CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329863	BRANDON IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329867	COMMON PLEAS C/O D/VACADRE	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329871	HEALTH DEPT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329875	RICHARDSON VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329879	RICHARDSON VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329883	CHRIS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329887	TERRY WATKINS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329891	BARBARA TITLE	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329895	CHELSA MCWOLLI CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329899	JAY COURT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329903	REYNOLDS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329907	MANUEL PIPER IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329911	IPAD W/CD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329915	OLIVIA TAYLOR CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329919	NICKI IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329923	WOLLY ALEXANDER CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329927	LAUREN CAVALLIUM	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329931	ASHLEY SCOTT CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329935	PROVINCIAL VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329939	T. DAVIS COMMISSIONERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329943	ARCADE WATER DEPT	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329947	ROGER (ROCK) VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329951	CONY CAMPANIA VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329955	T. ZIMMEL DMH	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329959	JERRY RUTENFROG IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329963	P. PARKER CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329967	R. BERNAL TOMM	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329971	JASON HUNT CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329975	TOM GROSSMAN	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329979	C.P. ADULT PROBATION	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329983	DOYLE BURKE	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329987	SUSAN MOHRE IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329991	JIM R. AGATE IPAD VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51329995	KEVIN COFFMAN ENGINEERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330000	MARCO BROSS VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330004	FRANK WATKINS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330008	J. WARE WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330012	ERIC HANSON IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330016	M. RUSSELL COMMISSIONERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330020	ALLEN CARTER VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330024	MUSTIN SMITH VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330028	DAVID WILSON VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330032	KATE BAKER CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330036	T. STEPHENSON SWEWER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330040	J. JAMES CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330044	S. SPENCER VETS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330048	KODI EVANSVILLE	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330052	LEEMAN HUNTER/PORT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330056	CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330060	MACE CARTER SWEWER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330064	SHAHU STEPHEN SOIL AND WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330068	V. HENDON SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330072	JANE BROWN	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330076	JAMES GROSS ENGINEERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330080	SEWER DEPT	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330084	ALCORN WATKINS VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330088	JANE IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330092	JEFF BARLAND WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330096	EVAN FERRELL VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330100	RICHARDSON VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330104	STEVE A IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330108	LUNAS/DONN CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330112	PAMI KENDALL	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330116	RUSSELL WATKINS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330120	CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330124	PAUL TRIMBLE VETS IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330128	W. COGGIN ENGINEERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330132	C. CAMPBELL CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330136	HESTER STOVER CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330140	T. BARBER WATER DEPT	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330144	DON COOPER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330148	ALUMI W/CD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330152	ED TURNER WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330156	JAY COURT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330160	ERIC CASANOVA ENGINEERS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330164	LISA ANN DABNEY CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330168	MARI W/CD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330172	TOUR/ROAD WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330176	WILL CAMPBELL W/CD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330180	C. BURNETT TOMM	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330184	JAY HENNING	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330188	A. DEBONIS CHILDREN	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330192	M. MCKENNA TOMM	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330196	JANINE GUNALISH CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330200	SEWER DEPT SWEWER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330204	RELLY IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330208	LARRY PORTABLE FINGERPRINT ID	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330212	RYAN LOONEY/SEW CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330216	AMBER P. CASANT CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330220	IPAD JIS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330224	W. HULL/IN CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330228	ROY LITZ CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330232	DAWN STELLS FOR LAND WATER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330236	JAY COURT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330240	IPAD CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330244	MIKE BURNER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330248	ROBERT OBERSON	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330252	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330256	JAY COURT IPAD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330260	JEFFICA CAMPANA CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330264	C.P. ADULT PROBATION	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330268	J. WILLIAMS W/CD	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330272	SEWER DEPT SWEWER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330276	T. HANEY CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330280	BENJAMIN HOLLOWAY CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330284	SEWER DEPT SWEWER	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330288	LEE LEWIS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330292	RANDY PHILIPS CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330296	D. O. LUDWELL CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330300	HOW KENNEDY	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330304	ASAP/PAID JIS	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330308	BARBARA ALLEY	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330312	W.C. PROSECUTOR MHI	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330316	J. HENDERSON CHILDREN SERVICES	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330320	E. PORTER CHILDREN SERV	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330324	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330328	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330332	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330336	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330340	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330344	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330348	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330352	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330356	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330360	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330364	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330368	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	
51330372	4G MOBILE BROADBAND UNLIMITED \$37.99	84356	4G MOBILE BROADBAND UNLIMITED \$37.99	37.99	

Resolution

Number 17-1226

Adopted Date August 08, 2017

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE PLUMBING REPAIR AT THE WARREN COUNTY JAIL

WHEREAS, on or about July 24, 2017 Facilities Management received notice of a massive gnat infestation at the Warren County Jail; and

WHEREAS, upon inspection by the Facilities Manager it was determined that the gnats appeared to be coming from multiple drains. After using available products and equipment it became necessary to seek an outside service; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate plumbing service necessary to clear and repair various drains at the Warren County Jail and approve purchase order #21692 in the estimated amount of \$2500.00 for said service.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Vy
Facilities Management (file)
OMB

Resolution

Number 17-1227

Adopted Date August 08, 2017

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPAIR TO THE ROOF AT THE WARREN COUNTY JAIL AND SHERIFFS OFFICE 822 MEMORIAL DRIVE

WHEREAS, it was brought to the attention of Facilities Management that the roof at the Warren County Jail/Sheriff's Office was in need of various immediate repairs due to multiple leaks; and

NOW THEREFORE BE IT RESOLVED, to authorize the repairs at the Warren County Jail/Sheriff's Office and approve purchase order #21695 in the not to exceed amount of \$1600.00 for same.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Facilities Management (file)
OMB

Resolution

Number 17-1228

Adopted Date August 08, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/03/2017 001, #08/03/2017 002, #08/03/2017 003, #08/03/2017 004, #08/03/2017 005, #08/03/2017 006, and #08/03/2017 007; said batches are attached hereto and made a part hereof.

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

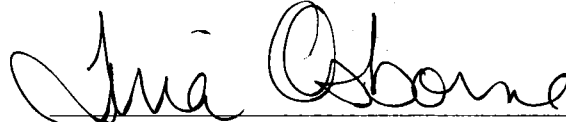
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

Resolution

Number 17-1229

Adopted Date August 08, 2017

ACKNOWLEDGE RECEIPT OF JULY 2017 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2017, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 
E. Hartmann

FUND	NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS DUTY	TREASURER'S BAL.
101	GENERAL FUND	31,193,394.52	6,011,815.42	2,123.60CR	5,085,738.10	38.96CR	118,954.57	32,236,041.77	298,326.61	32,535,168.38
201	SENIOR CITIZENS SERVICE LEVY	0,130,607.52	.00	.00	556,740.00	.00	.00	7,501,947.52	.00	7,581,947.52
202	RIFER VEHICLE	4,255,337.36	782,668.07	.00	971,291.47	.00	.00	4,066,713.96	10,613.72	4,005,327.68
203	HUMAN SERVICES	789,605.73	538,107.86	.00	424,719.52	.00	.00	903,154.07	59,831.73	962,985.80
205	BOARD OF DEVELOPMENTAL DISABIL	41,687,185.70	392,007.76	.00	1,074,194.73	.00	.00	41,005,798.73	208,243.32	41,206,042.05
206	DOG AND KENNEL	227,126.19	10,668.06	15.00CR	22,600.51	.00	.00	215,170.74	15.00	215,193.74
207	LAW LIBRARY RESOURCES FUND	346,410.30	43,151.74	.00	4,076.91	.00	.00	385,485.13	.00	385,485.13
215	VETERAN'S MEMORIAL	3,705.67	.00	.00	.00	.00	.00	3,705.67	.00	3,705.67
216	RECORDER TECHNOLOGY FUND 317.3	185,000.61	9,496.00	289.75	399.90	.00	.00	112,386.46	.00	112,386.46
217	BOE TECHNOLOGY FUND 3501.17	1,504,020.64	.00	.00	.00	.00	.00	1,504,020.64	.00	1,504,020.64
218	COORDINATED CARE	519,329.74	101,786.99	.00	30,862.50	.00	.00	590,254.23	565.00	590,819.23
219	HOMELESS 911 GOVERNMENT ASSIST	94,910.81	.00	.00	12,582.97	.00	.00	82,327.84	.00	82,327.84
220	CP INDIGENT DRIVER INTERLACK &	.00	.00	.00	.00	.00	.00	.00	.00	.00
221	CC/HC INDIGENT DRIVER INTERLAC	71,824.34	.00	.00	.00	.00	.00	71,824.34	.00	71,824.34
222	JUV INDIGENT DRIVER INTERLACK	819.50	.00	.00	.00	.00	.00	819.50	.00	819.50
223	PROBATE/JUVENILE SPECIAL PROJE	260,594.05	3,595.00	.00	.00	.00	.00	264,189.05	.00	264,189.05
224	COMMOR PLEAS SPECIAL PROJECTS	220,789.84	19,901.40	.00	5,107.83	.00	.00	235,583.41	500.00	236,083.41
227	PROBATION SUPERVISOR ARC 2951	418,870.71	3,423.46	.00	.00	.00	.00	422,302.17	.00	422,302.17
228	MENTAL HEALTH GRANT	56,048.20	.00	.00	4,516.60	.00	.00	51,531.60	.00	51,531.60
229	MUNICIPAL MOTOR VEHICLE PERMITS	1,685,128.74	44,447.18	.00	.00	.00	.00	1,729,575.92	.00	1,729,575.92
233	DOMESTIC SHELTER	19,760.00	4,621.00	.00	24,381.00	.00	.00	.00	24,381.00	.00
237	REAL ESTATE ASSESSMENT	5,718,244.74	62.85	.00	53,235.39	.00	.00	5,665,072.20	1,641.99	5,666,714.19
238	WORKFORCE INVESTMENT BOARD	163,519.75	261,465.11	.00	166,850.00	.00	.00	258,134.86	141.99	258,149.05
243	JUVENILE GRANTS	307,792.90	32,485.89	.00	6,670.64	.00	.00	333,600.15	160.00	333,760.15
245	CRIME VICTIM GRANT FUND	16,386.23	11,704.36	.00	5,370.12	.00	.00	22,520.47	112.14	22,632.61
246	JUVENILE INDIGENT DRIVER ALCHH	15,794.99	78.00	.00	.00	.00	.00	15,872.99	.00	15,872.99
247	FLDRY DELINQUENT CARE & CUSTO	196,192.07	746,572.43	.00	56,026.82	.00	.00	886,737.68	1,089.24	887,826.92
249	DTAC-DELINQ TAX & ASSESS COLLE	670,577.84	1,964.40	.00	21,155.66	.00	.00	651,386.58	390.00	651,776.58
250	CENT. OF TITLE ADM. FUND	2,108,084.35	205,751.68	.00	86,017.68	.00	.00	2,227,818.17	8,479.87	2,236,298.04
252	HC TECHNOLOGY CRIMES UNIT	299.91	.00	.00	.00	.00	.00	299.91	.00	299.91
253	COUNTY COURT PROBATION DEPT	56,396.89	.00	.00	16,088.00	.00	.00	40,308.89	165.00	40,473.89
255	MUNICIPAL VICTIM WITNESS FUND	78,665.22	.00	.00	4,289.18	.00	.00	74,376.04	.00	74,376.04
256	WARREN COUNTY SOLID WASTE DIST	1,359,836.46	8,512.20	.00	10,375.68	.00	.00	1,357,972.98	57.50	1,358,030.48
257	OHIO PEACE OFFICER TRAINING	55,504.00	.00	.00	.00	.00	.00	55,504.00	.00	55,504.00
258	WORKFORCE INVESTMENT ACT FUND	100,007.48	.00	.00	42,405.53	.00	.00	57,601.95	5,766.40	63,368.43
259	JTPA	1,675.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
260	JOHN HARRIS INCENTIVE PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
261	PASS THROUGH GRANTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
262	COMMUNITY CORRECTIONS ADRITORY	63,323.28	20,815.67	120.00CR	24,497.03	.00	.00	59,521.92	133.00	59,654.92
263	CHILD SUPPORT ENFORCEMENT	394,722.24	357,889.26	.00	260,899.59	.00	.00	492,511.91	6,164.92	498,676.83
264	EMERGENCY MANAGEMENT AGENCY	104,533.62	.00	.00	15,831.60	.00	.00	88,702.02	912.50	89,614.52
265	COMMUNITY DEVELOPMENT	375,497.49	4,382.52	.00	19,761.32	.00	.00	360,118.69	67.60	360,186.29
266	COMM DEV-ENT ZONE ADRITORY FEES	98,063.00	.00	.00	.00	.00	.00	98,063.00	.00	98,063.00
267	LOED FOUNDATION GRANT	.00	.00	.00	.00	.00	.00	.00	.00	.00
268	INDIGENT GUARDIANSHIP FUND	164,910.86	1,770.00	.00	152.18	.00	.00	166,528.68	.00	166,528.68
269	INDIGENT DRIVER ALCOHOL TREATM	264,815.58	13,579.54	.00	.00	.00	.00	278,395.12	.00	278,395.12
270	JUVENILE TREATMENT CENTER	386,424.16	4,710.16	.00	78,144.74	.00	.00	312,997.58	4,926.13	317,923.71
271	DTAC-PROSECUTOR ARC 321.261	412,047.61	.00	.00	21,086.64	.00	.00	390,960.97	70.00	391,030.97
273	CHILDREN SERVICES	2,165,582.86	439,373.84	.00	651,280.57	.00	.00	1,953,508.13	160,333.28	2,113,841.41
274	COUNTY COURT COMPUTER ARC 1967	36,137.18	2,496.00	.00	.00	.00	.00	38,633.18	.00	38,633.18
275	COUNTY COURT CLERK COMPUTER OR	41,957.47	2,970.50	.00	.00	.00	.00	44,927.97	.00	44,927.97
276	PROBATE COURT COMPUTER ARC 210	61,528.76	735.00	.00	.00	.00	.00	62,263.76	.00	62,263.76
277	PROBATE COURT CLERK COMPUTER II	226,986.23	2,450.00	.00	.00	.00	.00	229,436.23	.00	229,436.23
278	JUVENILE COURT CLERK COMPUTER	126,291.14	1,390.58	.00	4,008.68	.00	.00	123,673.04	.00	123,673.04

LINE	NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS	OUT	TREASURER'S BAL.
279	JUVENILE COURT COMPUTER DRG 21	21,712.64	411.00	.00	.00	.00	.00	22,123.64	.00	.00	22,123.64
280	CORPOR PLEAS COURT COMPUTER DR	30,346.37	1,760.00	.00	.00	.00	.00	32,114.37	.00	.00	32,114.37
281	DOMESTIC REL COURT COMPUTER DR	13,525.91	180.00	.00	.00	.00	.00	13,705.91	.00	.00	13,705.91
282	CLERK OF COURTS COMPUTER 2303.	268,268.79	4,199.00	.00	.00	.00	.00	274,467.79	.00	.00	274,467.79
283	COUNTY COURT SPECIAL PROJECTS	1,045,222.78	35,331.11	.00	12,416.99	.00	.00	1,068,136.90	36.00	36.00	1,068,172.90
284	COGNITIVE INTERVENTION PROGRAM	228,850.34	1,835.00	.00	1,169.37	.00	.00	229,515.97	.00	.00	229,515.97
285	CORGEALED HANOVER LICENSE	622,367.71	9,355.00	.00	4,344.33	.00	.00	627,378.38	.00	.00	627,378.38
286	SHERIFF-DRUG LAW ENFORCEMENT	58,057.34	505.00	.00	218.96	.00	.00	58,343.36	83.98	83.98	58,427.34
287	SHERIFF-LAW ENFORCEMENT TRUST	101,112.27	.00	.00	.00	.00	.00	101,112.27	.00	.00	101,112.27
288	COMM BASED CORRECTORS DONATED	4,000.00	.00	.00	.00	.00	.00	4,000.00	.00	.00	4,000.00
289	COMMUNITY BASED CORRECTORS	1,710,682.25	96,742.25	.00	91,008.34	.00	.00	1,716,416.15	9,372.15	9,372.15	1,725,788.31
290	HAZ MAT EMERG PLAN SPEC FUND	1.28	.00	.00	.00	.00	.00	1.28	.00	.00	1.28
291	SHERIFF-D.A.R.E. PROGRAM	2,723.53	.00	.00	.00	.00	.00	2,723.53	.00	.00	2,723.53
292	TRAFFIC SAFETY PROGRAM-SHERIFF	18,212.52	5,043.49	.00	5,679.94	.00	.00	18,576.07	.00	.00	18,576.07
293	SHERIFF GRANTS	6,662.00	.00	.00	.00	.00	.00	6,662.00	.00	.00	6,662.00
294	SHERIFF BARE LAW ENFORCEMENT &	91,860.60	.00	.00	.00	.00	.00	91,860.60	.00	.00	91,860.60
295	TACTICAL RESPONSE UNIT	4,147.90	.00	.00	.00	.00	.00	4,147.90	.00	.00	4,147.90
296	CHIP RENOV-DURAPAYMENT ASST-CO	44,350.25	52.44	.00	.00	.00	.00	44,402.69	.00	.00	44,402.69
297	ENFORCEMENT & EDUCATION 4511.19	86,777.03	618.00	.00	.00	.00	.00	87,395.03	.00	.00	87,395.03
298	REHAB. INC. FUNDS	86,913.68	.00	.00	.00	.00	.00	86,913.68	.00	.00	86,913.68
299	COUNTY INKASIT	1,565,687.11	12,968.25	.00	79,498.09	.00	.00	1,499,157.27	69,010.10	69,010.10	1,568,167.37
327	BOND RETIREMENT SPECIAL ASSESS	917,492.83	2,752.86	.00	.00	.00	.00	920,245.69	.00	.00	920,245.69
360	STATE APAC LOAN	56,357.85	.00	.00	.00	.00	.00	56,357.85	.00	.00	56,357.85
368	2013 RADIO SYSTEM BONDS	860,753.13	.00	.00	.00	.00	.00	860,753.13	.00	.00	860,753.13
384	TAX INCREMENT FINANCING - P&G	3,028,541.55	.00	.00	72,280.73	.00	.00	3,056,260.82	.00	.00	3,056,260.82
393	2009 BID BOND GREENS OF BUNHLL	2,380,580.33	.00	.00	.00	.00	.00	2,380,580.33	.00	.00	2,380,580.33
401	COUNTY HIDE FINANCIAL SOFTWARE	713,309.00	.00	.00	.00	.00	.00	713,309.00	.00	.00	713,309.00
430	DEFAULTED SUBDIVISION SPEC ASH	399,158.40	.00	.00	.00	.00	.00	399,158.40	.00	.00	399,158.40
433	HINDLEBORN RD BRIDGE RENOV	117,536.00	.00	.00	.00	.00	.00	117,536.00	.00	.00	117,536.00
435	STRUT RD BRIDGE 207-0.02	47,680.00	.00	.00	600.00	.00	.00	47,080.00	600.00	600.00	47,680.00
436	ZOOK RD IMPROVEMENT PROJECT	7,885.00	.00	.00	.00	.00	.00	7,885.00	.00	.00	7,885.00
437	KIRC AVE BRIDGE PROJECT	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
439	VARIOUS WATER ASSESSMENT PROJE	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
449	VARIOUS SEWER ASSESSMENT PROJE	73,859.68	24,619.90	.00	.00	.00	.00	98,479.58	.00	.00	98,479.58
450	ESTATES OF KEEVER CREEK ROAD P	11,825.00	.00	.00	.00	.00	.00	11,825.00	.00	.00	11,825.00
453	OLD 122 & THP LINE RD ROUNDABO	73,608.14	.00	.00	9,479.34	.00	.00	64,128.80	.00	.00	64,128.80
454	FIELDS-ERTEL ROAD IMPROV PROJ	12,991.00	.00	.00	3,725.99	.00	.00	9,265.01	3,725.99	3,725.99	12,991.00
455	PHASE II ROAD RESURFACING	2,379.05	608,091.78	.00	.00	.00	.00	610,470.83	.00	.00	610,470.83
463	FIELDS-ERTEL AND COLUMBIA ROAD	598,812.15	320,616.13	.00	448,410.72	.00	.00	471,017.56	.00	.00	471,017.56
467	COUNTY CONST PROJECTS	3,311,482.57	.00	.00	22,714.71	.00	.00	3,288,717.86	4,466.85	4,466.85	3,293,184.71
479	AIRPORT CONSTRUCTION	1,291,755.87	.00	.00	9,725.80	.00	118,954.57CR	1,163,075.50	9,725.80	9,725.80	1,172,801.30
484	P&G 11F ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
495	MIAMI VALLEY CANALING TIF	1,518,120.28	.00	.00	333.75	.00	.00	1,517,786.53	333.75	333.75	1,518,120.28
499	TURNE CENTER BLDG EXTENSION	74,642.00	.00	.00	.00	.00	.00	74,642.00	.00	.00	74,642.00
492	COMMUNICATION PROJECTS	2,546,534.01	.00	.00	485,924.60	.00	.00	2,060,609.41	130,440.12	130,440.12	2,191,049.53
493	REDEVELOPMENT TAX EQUIVALENT F	275,631.60	.00	.00	.00	.00	.00	275,631.60	.00	.00	275,631.60
494	COURTS BUILDING	1,837,303.20	.00	.00	16,954.43	.00	.00	1,821,248.77	.00	.00	1,821,248.77
496	JUVENILE DETENTION ADDITION &	368,552.50	.00	.00	.00	.00	.00	368,552.50	.00	.00	368,552.50
497	JAIL CONSTRUCTION & RENOV	4,185,000.00	.00	.00	.00	.00	.00	4,185,000.00	.00	.00	4,185,000.00
498	COUNTY FAIRGROUNDS CONSTRUCTION	252,655.16	500,000.00	.00	347,217.98	.00	.00	405,437.18	100,138.00	100,138.00	505,575.18
499	JUVENILE/PURBATE COURT EXPANSI	2,500,000.00	.00	.00	.00	.00	.00	2,500,000.00	.00	.00	2,500,000.00
510	WATER REVENUE	19,026,898.16	1,146,760.18	1,849.22CR	1,054,853.16	808.25	.00	19,115,347.71	305,216.29	305,216.29	19,500,564.00
524	LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
525	SEWER CONST PROJECTS (REVENUE)	1,098,890.48	.00	.00	136,200.39	.00	.00	962,690.09	136,200.39	136,200.39	1,098,890.48

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS DUT	TREASURER'S BAL.
580 SEWER REVENUE	24,299,308.35	707,093.43	199.18CR	420,791.16	808.25CR	.00	24,586,219.69	144,002.84	24,730,222.53
581 SEWER IMPROV-WARRREN CO EDUCATIO	146,904.11	5,574.60	.00	2,258.16	.00	.00	150,300.63	.00	150,300.63
583 WATER CONST PROJECTS (REVENUE)	914,859.61	13,200.00	.00	246,536.00	.00	.00	681,523.61	37,640.00	719,163.61
590 STORM WATER TIER 1	249,391.94	.00	.00	12,962.57	.00	.00	236,429.37	.00	236,429.37
591 STORM WATER TIER 2	.00	.00	.00	.00	.00	.00	.00	.00	.00
592 STORM WATER TIER 3	.00	.00	.00	.00	.00	.00	.00	.00	.00
619 VEHICLE MAINTENANCE ROTARY	362,934.10	36,602.41	.00	31,305.28	.00	.00	368,311.23	980.65	369,291.88
630 SHERIFF'S POLICING REVOLV.FUND	1,139,895.86	5,224.95	.00	321,983.11	.00	.00	823,137.70	.00	823,137.70
631 COMMUNICATIONS ROTARY	200,271.04	2,570.69	.00	187.44	.00	.00	202,654.29	.00	202,654.29
632 HEALTH INSURANCE	5,103,945.13	798,249.72	.00	742,917.43	.00	.00	5,159,277.42	6,058.48	5,165,335.90
635 HCBDB - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	730.00	730.00
636 WORKERS COMP SELF INSURANCE	1,519,313.36	.00	.00	19,726.29	.00	.00	1,499,587.07	2,910.83	1,502,497.90
637 PROPERTY & CASUALTY INSURANCE	1,025,356.03	.00	.00	10,809.73	.00	.00	1,014,466.30	10,809.73	1,025,356.03
650 GASOLINE ROTARY	165,990.42	57,147.83	.00	40,034.57	.00	.00	183,111.68	17,754.92	200,866.60
707 P.E.N.S. ROTARY	366,189.73	72,190.15	.00	732,563.36	.00	.00	365,816.52	368,675.97	734,492.49
709 TOWNSHIP FUND	.00	319,790.28	.00	319,790.28	.00	.00	.00	.00	.00
709 COMPENSATION FUND	10,885.85	197,095.90	.00	197,081.77	.00	.00	10,889.98	.00	10,889.98
713 WATER-SEWER ROTARY FUND	243,497.83	2,079,515.29	140.66CR	2,180,834.65	.00	.00	142,037.81	.00	142,037.81
714 PAYROLL ROTARY	608,025.01	5,154,735.99	.00	5,335,407.17	.00	.00	428,073.77	650,460.50	1,086,534.27
715 HIGH PARTICIPANT ROTARY	1,158.48	1,158.48	.00	1,158.48	.00	.00	1,158.48	.00	1,158.48
716 SCHOOL	141.60	62,000,000.00	.00	62,000,141.60	.00	.00	.00	.00	.00
717 UNDIVIDED GENERAL TAX	70,615,342.65	98,285,689.48	7,053,759.60	62,051,203.39	.00	.00	113,903,588.34	34,353.44	113,937,941.78
718 TANGIBLE PERSONAL PROPERTY	.00	300.00	.00	.00	.00	.00	300.00	.00	300.00
719 TRAILER (LIKE REAL ESTATE) TAX	16,834.01	11,921.45	1,097.08	10.10	.00	.00	30,664.44	.00	30,664.44
720 LOCAL GOVERNMENT FUND	.00	400,604.61	.00	400,604.61	.00	.00	.00	.00	.00
721 SPECTRAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
722 CIGARETTE LICENSE TAX	240.90	111.52	.00	144.54	.00	.00	207.88	.00	207.88
723 GASOLINE TAX	.00	316,971.19	.00	316,971.19	.00	.00	.00	.00	.00
724 UND. LOCAL GOVT. REV. ASSISTAN	.00	.00	.00	.00	.00	.00	.00	.00	.00
725 UNDIVIDED WIRELESS 911 GOV ASS	18,085.48	4,289.57	.00	18,005.40	.00	.00	4,289.57	.00	4,289.57
726 MOTOR VEHICLE LICENSE TAX	.00	755,954.46	.00	755,954.46	.00	.00	.00	.00	.00
727 HAN TWP SHEL POLICE LUY REFDR	.00	7,800.46	.00	.00	.00	.00	7,800.46	.00	7,800.46
731 COUNTY LODGING TAX	212,944.06	189,820.58	.00	309,418.16	.00	.00	93,346.48	.00	93,346.48
734 REAL ESTATE ADVORCE PAYMENT	.00	2,882.48	.00	.00	.00	.00	2,882.48	.00	2,882.48
740 TRAILER TAX	1,343.94	3,770.44	.00	.00	.00	.00	5,314.38	.00	5,314.38
741 LIFE INSURANCE	15,741.59	9,840.00	.00	9,709.94	.00	.00	15,791.65	.00	15,791.65
742 LIBRARIES	.00	447,768.57	.00	447,768.57	.00	.00	.00	.00	.00
745 STATE	4,240.03	3,718.74	.00	4,555.03	.00	.00	3,403.74	144.54	3,548.28
746 HIGH CONSERVANCY DISTRICT FUN	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747 ADVORCE ESTATE TAX	4,131.33	.00	.00	.00	.00	.00	4,131.33	.00	4,131.33
751 UNDIVIDED INTEREST	343,851.17	171,349.70	19,548.47CR	343,851.17	.00	.00	151,001.23	.00	151,001.23
754 OHIO ELECTIONS COMMISSION FUND	.00	705.00	.00	.00	.00	.00	705.00	705.00	705.00
755 OH OF ELECTIONS ACCOUNT ORC 35	.00	.00	.00	.00	.00	.00	.00	.00	.00
756 SEWER ROTARY	92,534.00	85,583.30	.00	84,175.00	.00	.00	93,942.30	.00	93,942.30
758 HIA PASS THROUGH TO BUTLER/CLE	.00	26,602.00	.00	26,602.00	.00	.00	.00	.00	.00
761 OUTSIDE ENTITY FLDHFRW	4,671.66	.00	.00	4,671.66	.00	.00	.00	4,671.66	4,671.66
765 ESCROWER'S ESCROW FUND	16,998.18	2,994.75	209.75CR	2,333.50	.00	.00	19,369.60	.00	19,369.60
766 ESCROW ROTARY	988,098.02	.00	.00	.00	.00	.00	988,098.02	.00	988,098.02
767 UNIDENTIFIED DEPOSITS	17,374.77	7,058,555.33	7,055,656.68CR	2,898.65	.00	.00	17,374.77	.00	17,374.77
773 SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
774 ANSON OFFENDER REGISTRATION FE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775 UNDIVIDED SHERIFF HER CHECK FE	17,520.00	11,342.00	.00	11,725.00	.00	.00	17,145.00	.00	17,145.00
776 UNDIVIDED EVIDENCE SHERIFF	27,768.43	.00	.00	.00	.00	.00	27,768.43	1,223.00	28,991.43
777 UNDIVIDED FEDERAL & STATE FUND	18,149.92	3,554.79	.00	.00	.00	.00	21,704.71	.00	21,704.71

REPORT FABPOD CONTINUES

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/DUT	CURRENT BAL.	HARRANTS DUT	TREASURER'S BAL.
779 COURT ORDERED SHERIFF SALES	290,381.95	2,132,133.00	.00	2,077,725.00	.00	.00	1,044,789.95	948,664.09	1,993,456.04
779 UNDIVIDED DRUG TASK FORCE SEIZ	95,118.22	.00	.00	.00	.00	.00	95,118.22	.00	95,118.22
780 CORR PLEAS-ROTARY PUBLIC FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
781 REFUNDABLE DEPOSITS	458,340.11	21,771.25	.00	20,900.11	.00	.00	459,219.25	3,506.95	462,726.20
782 SHERIFF - LOST/ABANDONED PROPE	.00	354.34	.00	.00	.00	.00	354.34	.00	354.34
785 HASSIE WAYNE CAPACITY FEES	4,000.00	6,000.00	.00	4,000.00	.00	.00	6,000.00	.00	6,000.00
786 PNT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 UNDIVIDED INCOME TAX-REAL PROD	1,135.92	.00	.00	.00	.00	.00	1,135.92	.00	1,135.92
788 UNDIVIDED PUBLIC UTILITY DEREG	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790 FORFEITED LAND EXCESS SALE PRO	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 ZONING & BLDG BOND FUND	97,600.00	.00	.00	10,600.00	.00	.00	87,000.00	7,400.00	94,400.00
793 HOUSING TRUST AUTHORITY	.00	88,362.30	.00	.00	.00	.00	88,362.30	.00	88,362.30
795 UNDIVIDED INDECENT FEES	.00	1,363.00	.00	1,363.00	.00	.00	.00	272.60	272.60
796 MUNICIPAL ORD VIOLATION INDICE	13,816.05	.00	659.60	655.00	.00	.00	13,820.65	.00	13,820.65
797 NEW UNDIVIDED AUCTION PROCEEDS	.00	14,752.39	.00	14,752.39	.00	.00	.00	9,962.26	9,962.26
798 OLD ZONING & BLDG BOND FUND	131,620.47	.00	.00	.00	.00	.00	131,620.47	.00	131,620.47
843 UNCLAIMED MONEY	565,952.86	6,259.65	.00	42,800.05	10,829.40CR	.00	547,327.94	23,051.67	571,179.61
855 CH. SERV. SCHAUBER SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 WARREN CH.-HEALTH DISTRICT	5,704,917.81	123,666.29	956.87CR	357,626.76	52,224.14CR	.00	5,722,228.61	12,096.19	5,734,324.80
912 FOOD SERVICE	364,636.61	6,321.30	180.00CR	378.00	29,946.63	.00	340,445.28	566.00	341,011.28
915 PLUMBING BOND-HEALTH DEPT.	19,500.00	1,000.00	.00	500.00	.00	.00	20,000.00	500.00	20,500.00
916 STATE REGULATED SCHARGE PROGRAM	26,672.49	20,672.00	20.00CR	1,702.00	3,366.28	.00	42,206.21	1,702.00	43,908.21
925 WATER & SOIL CONSERVATION DIST	352,204.16	35,820.00	.00	59,988.13	.00	.00	328,035.97	30.04	328,066.01
926 SOIL & WATER PERFORMANCE BONDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
928 REGIONAL PLANNING	329,885.53	7,500.00	.00	37,416.83	.00	.00	299,968.70	.00	299,968.70
938 WARREN COUNTY PARK DISTRICT	143,399.83	96,623.41	.00	30,423.95	.00	.00	209,599.29	8,215.94	217,815.25
944 GRACON PARK	720,986.13	112,255.15	280.00CR	115,965.06	.00	.00	716,995.42	40,697.20	757,692.62
953 WATER SYSTEM FUND	5,984.52	2,277.05	.00	326.47	1,963.08	.00	5,972.02	.00	5,972.02
954 MENTAL HEALTH RECOVERY SERVICE	11,535,815.65	222,360.59	.00	1,027,971.21	.00	.00	10,730,205.03	373,611.67	11,103,816.70
961 HEALTH CARE FUND	1,134,678.65	121,445.09	61.87	27,492.36	.00	.00	1,209,693.25	308.44	1,209,001.69
963 CAMPGROUNDS	1,814.27	.00	.00	.00	288.11	.00	1,546.16	.00	1,546.16
976 HEALTH - SWIMMING POOL FUND	166,856.93	394.00	191.00CR	295.00	16,684.04	.00	149,280.89	486.00	149,766.89
977 DRUG TASK FORCE CUG	587,536.19	71,919.50	.00	5,320.28	.00	.00	604,135.41	367.53	604,502.94
996 WARREN COUNTY FIRE RESPONSE GR	.00	.00	.00	.00	.00	.00	.00	.00	.00
COLUMN TOTALS	293,496,972.34	195,664,025.05	24,910.53CR	153,808,348.61	18,869.44CR	.00	335,546,606.69	4,364,552.60	

OUTSTANDING WARRANTS 4,364,552.60
 TOTAL FOR FUNDS 339,911,159.29

COUNTY TREASURY 5,910,593.43
 COUNTY DEPOSITORIES 334,000,565.86
 COUNTY TOTAL 339,911,159.29

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the July 2017, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 17-1230

Adopted Date August 08, 2017

APPROVE VARIOUS REFUNDS

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

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

Resolution

Number 17-1231

Adopted Date August 08, 2017

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

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

Veterans	\$ 1,914.86
BDD	\$10,000.00
BDD	\$ 921.09

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
Board of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 8/1/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: Expense unknown prior
to receiving invoice for payment

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	317	\$ 1914.86

VENDOR NAME Guitar Center

DESCRIPTION OF SERVICES PA Sound System for ceremonies & events

DATE OF OBLIGATION _____

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER


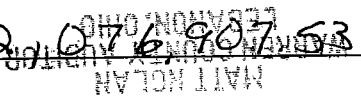
Pursuant to Sec. 5705.41 (D)(1) O.R.C.

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 4,108.89 DATE 7-21-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 4,108.89 DATE 8-4-17

FUND BALANCE NOW \$ 32,076,907.53

CERTIFIED BY: Matt Nolan   2017 AUG -1 PM 3:19

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7-13-17

From: Warren County Board of DD

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

A purchase order was not completed for this procurement because: 2016 PO

was inadvertently closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>910</u>	<u>\$ 10,000.⁰⁰</u>

VENDOR NAME Residential Community Care

DESCRIPTION OF SERVICES 2016 Provider Grant - 3rd Qtr

DATE OF OBLIGATION 7-3-2017

RECEIVED
MATT NOLAN
WARREN COUNTY AUDITOR
LEBANON, OHIO
AUG - 1 PM 1:46

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 5,985,330.72 DATE 7-3-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 5,984,564.76 DATE 8-4-17

FUND BALANCE NOW \$ 41,172,317.54

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7-26-2017

From: WEBDD

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

A purchase order was not completed for this procurement because: Vendor did not

Supply invoice correctly. Original PO has since expired

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
205		6710	430	\$ 1,444.00 \$921.09

VENDOR NAME Cincinnati Bell

DESCRIPTION OF SERVICES Cable internet Service

DATE OF OBLIGATION 10-1-2015

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 31,695.91 DATE 9-2-15

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 102,251.92 DATE 8-4-17

FUND BALANCE NOW \$ 41,172,317.54

CERTIFIED BY: Matt Nolan DA

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 17-1232

Adopted Date August 08, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR DEERFIELD SPRINGS
RETIREMENT COMMUNITY LLC FOR COMPLETION OF IMPROVEMENTS IN
DEERFILED SPRINGS SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Deerfield Springs
Developer	:	Deerfield Springs Retirement Community LLC
Township	:	Deerfield
Amount	:	\$58,337.50
Surety Company	:	First Merchants Bank LOC#3458946

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

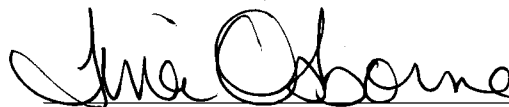
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Deerfield Springs Retirement Community LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and First Merchants Bank (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$44,875.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$44,875.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$58,337.50 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$8,975.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

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

C. To the Developer:

Deerfield Springs Retirement Community LLC

8040 Eiger Drive
Lincoln, NE 68516
Attn: Derek Zimmerman
Ph. (402) 420 - 2335

D. To the Surety:

First Merchants Bank
Loan Operations, ATTN: Letter of Credit Dept.
9301 Innovation Drive
Daleville, IN 47334
Ph. (765) 374 - 5391

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 #** 3458946)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

DEVELOPER:

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

SIGNATURE: 

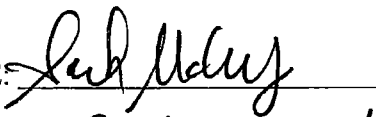
PRINTED NAME: Breck C. Collingsworth

TITLE: Manager

DATE: _____

SURETY:

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

SIGNATURE: 

PRINTED NAME: Sarah McLurdy

TITLE: Vice President

DATE: 7/18/17

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1238, dated 8/8/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

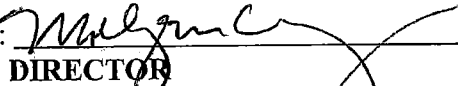
SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 8/8/17

RECOMMENDED BY:

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

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



Irrevocable Standby Letter of Credit Amendment

Date: July 17, 2017

Letter of Credit No.: 458946

Issued: May 23, 2017

Issued Amount: \$67,312.50

Beneficiary

Board of Warren County Commissioners
320 E. Silver Street
Lebanon, OH 45036

Applicant

Cameron General Contractors, Inc.
8040 Eiger Drive
Lincoln, NE 68516-6532

Please be advised we amend the above mentioned letter of credit as follows:

1. Amount is reduced to the amount of: \$58,337.50

**ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT
REMAIN UNCHANGED.**

Sincerely,

Sarah McCurdy
Relationship Manager III
First Merchants Bank

Please sign and return a copy of this amendment
acknowledging your receipt and acceptance of the
change in terms of this Letter of Credit.

Authorized Signature for Beneficiary

FIRST MERCHANTS BANK

IRREVOCABLE STANDBY LETTER OF CREDIT

Date: May 23, 2017

Letter of Credit No.: 3458946

Beneficiary:
Board of Warren County Commissioners
320 E. Silver Street
Lebanon, OH 45036

Applicant:
Cameron General Contractors, Inc.
8040 Eiger Dr
Lincoln, NE 68516-6532

We hereby establish our Irrevocable Letter of Credit in your favor, for the applicant listed above, for the sum or sums not exceeding an aggregate amount of \$67,312.50 (Sixty-seven Thousand Three Hundred Twelve and 50/100 U.S. Dollars). This instrument is issued as security for the completion of the installation of improvements in the Deerfield Springs subdivision being developed by Cameron General Contractors, Inc. (hereafter referred to as the "Developer").

Funds are available by presentation of your drafts at sight drawn on First Merchants Bank. Drafts must be accompanied by:

1. The original of this Letter of Credit No. 3458946.
2. Beneficiary's signed notification stating that: "The Developer is in default of the installation and/or maintenance of improvements within the subject subdivision."

We agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation at our office located at First Merchants Bank, Loan Operations, ATTN: Letter of Credit Dept., 9301 Innovation Dr., Daleville, IN 47334 on or before the expiration date of May 23, 2018.

Drafts must be marked: "Drawn under First Merchants Bank Letter of Credit No. 3458946." Partial drawings are permitted under this letter of credit.

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

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify Dave Gully, Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for

any such additional period, at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600.

Sincerely,



Todd Fulton
Relationship Manager III
First Merchants Bank

Resolution

Number 17-1233

Adopted Date August 08, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR REMCO-GERSHENSON PROPERTIES, LP FOR COMPLETION OF IMPROVEMENTS IN DEERFIELD TOWNE CENTER SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Deerfield Towne Center
Developer	:	Remco-Gershenson Properties, LP
Township	:	Deerfield
Amount	:	\$15,063.75
Surety Company	:	Liberty Mutual Insurance Company

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Ramco-Gershenson Properties, LP (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Deerfield Towne Center See Attached Exhibit B Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$11,587.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$11,587.50; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$15,063.75 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$2,317.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

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

C. To the Developer:

Ramco-Gershenson Properties, LP

31500 Northwestern Highway
Suite 300
Farmington Hills, MI 48334
Ph. (248) 350 - 9900

D. To the Surety:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Ph. (617) 357 - 9500

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:
 Ramco-Gershenson Properties, LP
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

SURETY:
 Liberty Mutual Insurance Company
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Edward A Eickhoff
 PRINTED NAME: Edward Eickhoff
 TITLE: Sr. V.P. of Development
 DATE: 7/10/2017

SIGNATURE: Derek J. Elston
 PRINTED NAME: Derek J. Elston
 TITLE: Attorney-in-fact
 DATE: 7/6/2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1233, dated 8/8/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Brassman

TITLE: President

DATE: 8/8/17

RECOMMENDED BY:

By: [Signature]
DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

EXHIBIT B
LEGAL DESCRIPTION

DEERFIELD TOWNE CENTER
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

SHOPPING CENTER

That certain real property located in Deerfield Township, Warren County, Ohio, more particularly described as follows:

Situate in Section 33, Town 4, Range 2, Deerfield Township, Warren County, Ohio, being all of Lot Nos. 1 and 2 of Deerfield Towne Center record plat as recorded in Plat Book 63, Pages 77, 78, and 79 of the Warren County Records, including all portions of old Irwin-Simpson Road (a right-of-way easement) lying within Lot Nos. 1 and 2, which said easement was vacated pursuant to Resolution No. 04-1572 adopted October 19, 2004 and recorded December 21, 2004 in Official Record Volume 3747, Page 94, Warren County, Ohio Records.

PPN: 16-32-201-021 (Lot 1), and 16-32-286-008 (Lot 2)

Together with a non-exclusive easement granted by the Board of Township Trustees of Deerfield Township, Ohio, pursuant to that certain Storm Water Management Easement dated April 25, 2003, which has been recorded in Official Record Volume 3015, Page 925, of the Warren County, Ohio Records.

Also together with the following non-exclusive easements created by the Record Plat for Deerfield Towne Center filed in Plat Book 63, Pages 77, 78 and 79 of the Warren County, Ohio Records:

- a. 20' Private Ingress/Egress Easement to and from Deerfield Boulevard and to and from a service road located at the West property line of the Shopping Center Tract ("20' Ingress/Egress Easement") for the benefit of Lots 1 and 2;
- b. 10' Private Drainage Easement ("Drainage Easement") for the benefit of Lots 1 and 2;
- c. Drainage Easement (Detention Basin Easement) for the benefit of Lots 1 and 2; and
- d. 10' Private Water Main Easement for the benefit of Lot 2.

Also together with a perpetual nonexclusive easement for pedestrian access set forth in the Easement Agreement between Casto Deerfield Limited and Deerfield Towne Center, LLC, dated December 13, 2005 and recorded in Official Record Volume 4071, Page 457, Warren County, Ohio Records.

Also together with a perpetual nonexclusive utility maintenance easement set forth in the Utility Maintenance Easement between Casto Deerfield Limited and Deerfield Towne Center, LLC dated December 13, 2005 and recorded in Official Record Volume 4071, Page 473, Warren County, Ohio Records.

MAJOR'S PARCEL #1

That certain real property located in Deerfield Township, Warren County, Ohio, more particularly described as follows:

Situated in Section 33, Town 4, Range 2, Deerfield Township, Warren County, Ohio: And known as being part of a remaining 30.5979 acre tract as conveyed to Casto Deerfield Limited, as recorded in Official Record 3015, Page 877 of the Warren County Recorder's Office containing 10.402 acres and being further described as follows:

Begin at a point found by measuring from the northwest corner of Lot #1 of Deerfield Towne Center as recorded in Plat Book 63, Page 77, said corner being on the southerly right of way of (Relocated) Irwin-Simpson Road; thence, with said Irwin-Simpson, North 87°35'04" West, 136.00 feet to a set 5/8" iron pin and the true point of beginning;

Thence from the true point of beginning thus found, departing said right of way with a curve to the right, having a radius of 47.00 feet, an arc length of 73.83 feet, (Chord=South 42°35'04" East, 66.47 feet) to a set 5/8" iron pin on the westerly right of way of Polo Drive;

Thence with said right of way the following five courses:

South 02°24'56" West, 73.66 feet;

Thence with a curve to the right, having a radius of 329.00 feet, an arc length of 107.63 feet, (Chord=South 11°47'14" West, 107.15 feet);

Thence South 21°09'33" West, 100.00 feet;

Thence with a curve to the left, having a radius of 371.00 feet, an arc length of 99.05 feet, (Chord=South 13°30'38" West, 98.76 feet);

Thence South 05°51'44" West, 143.33 feet;

Thence departing said right of way with a curve to the right, having a radius of 47.00 feet, an arc length of 73.60 feet, (Chord=South 50°43'28" West, 66.31 feet) to a set 5/8" iron pin on the Northerly right of way of Deerfield Boulevard;

Thence with said right of way the following five courses: North 84°24'48" West, 212.55 feet;

Thence with a curve to the left, having a radius of 380.00 feet, an arc length of 171.95 feet, (Chord=South 82°37'24" West, 170.49 feet);

Thence South 69°39'36" West, 100.03 feet;

Thence with a curve to the right, having a radius of 320.00 feet, an arc length of 125.58 feet, (Chord=South 80°54'08" West, 124.77 feet);

Thence North 87°51'21" West, 27.91 feet to a set 5/8" iron pin;

Thence departing said right of way, with a curve to the right, having a radius of 35.00 feet, an arc length of 57.12 feet, (Chord=North 41°06'17" West, 50.99 feet) to a set 5/8" iron pin on the Easterly right of way of Wilkens Boulevard;

Deerfield Township, Ohio
Legal Description

Thence with said right of way, North 05°38'47" East, 605.77 feet to a set 5/8" iron pin;

Thence departing said right of way with a curve to the right, having a radius of 47.00 feet, an arc length of 71.18 feet (Chord=North 49°01'52" East, 64.57 feet) to a set 5/8" iron pin in the Southerly right of way of (Relocated) Irwin-Simpson Road;

Thence with said right of way South 87°35'04" East, 656.40 feet to the true point of beginning, containing 10.402 acres of land.

Survey Record 127, Page 11.

PPN: 16-33-400-092

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated

Certificate No. 7610695

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aerie Walton, Ann Mullins, Christopher P. Troha, Derek J. Elston, Marcia K. Gesatsky, Mary F. Doyle, Michelle Krebs

all of the city of Chicago, state of IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 31st day of January, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of January, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5, Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman of the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July, 2017.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary


To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGEMENT BY SURETY

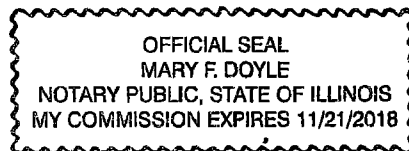
STATE OF ILLINOIS
COUNTY OF COOK

On this 6th day of July, 2017, before me, Mary F. Doyle, a Notary Public, within and for said County and State, personally appeared Derek J. Elston to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



Effective Date: April 24, 1924

Expiration Date: April 01, 2018

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

Mary Taylor

Mary Taylor, Lt. Governor/Director



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits	\$1,092,914,837	Unearned Premiums	\$6,929,723,299
*Bonds — U.S Government	1,406,763,970	Reserve for Claims and Claims Expense	17,233,877,300
*Other Bonds	11,379,916,523	Funds Held Under Reinsurance Treaties	208,362,823
*Stocks	10,349,761,988	Reserve for Dividends to Policyholders	944,909
Real Estate	290,265,760	Additional Statutory Reserve	39,649,905
Agents' Balances or Uncollected Premiums	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	112,757,395	Other Liabilities	3,061,117,958
Other Admitted Assets	<u>14,659,523,751</u>	Total	<u>\$27,473,676,194</u>
Total Admitted Assets	<u>\$44,001,881,687</u>	Special Surplus Funds	\$95,257,334
		Capital Stock	10,000,000
		Paid in Surplus	9,229,250,104
		Unassigned Surplus	7,193,698,055
		Surplus to Policyholders	<u>16,528,205,493</u>
		Total Liabilities and Surplus	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

T. Mikolajewski

Assistant Secretary

Resolution

Number 17-1234

Adopted Date August 08, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH CROSS CREEK ESTATES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 1, BLOCK 'B' SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

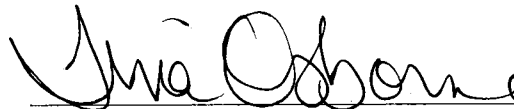
Bond Number	:	17-013 (P/S)
Development	:	Cross Creek Estates, Phase 1, Block 'B'
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$180,755.98
Surety Company	:	Chubb (Westchester Fire Ins. Co.) (K09245042)

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

17-013 (P/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 improvements in Cross Creek Estates Subdivision, Section/Phase 1, BL B (3) (hereinafter the "Subdivision") situated in 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 \$477,110.17, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$139,043.06; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$180,755.98 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$95,422.03 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Cross Creek Estates, LLC

7861 East Kemper Road

Cincinnati, OH 45249

Attn: Ed Farruggia

Ph. (513) 702 - 9419

D. To the Surety:

Chubb

Attn: Colleen Sleyko

525 W. Monroe Street, Suite 700

Chicago, IL 60661

Ph. (312) 775 - 3919

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

SURETY: Westchester Fire Insurance Company

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

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

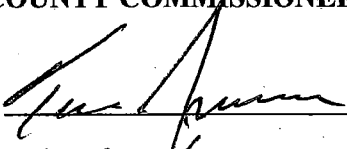
DATE: _____

DATE: _____

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1234, dated 8/8/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

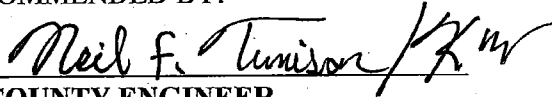
SIGNATURE: 

PRINTED NAME: Tom Grossman

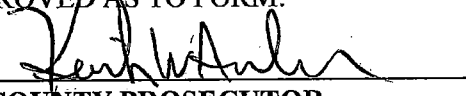
TITLE: President

DATE: 8/8/17

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

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 Eighty Thousand Seven Hundred Fifty-Five and 98/100 Dollars (\$180,755.98) 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 (including Sidewalks) in Cross Creek Subdivision, Phase 1 Block A and B in Deerfield Township, Warren County, OH.

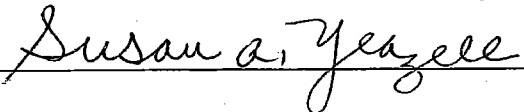
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (including Sidewalks) in Cross Creek Subdivision, Phase 1 Block A & B in Deerfield Township, Warren County, OH, on record 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 Eighty Thousand Seven Hundred Fifty-Five and 98/100 Dollars (\$180,755.98) and no more.

SIGNED AND DATED THIS 28th day of July, 2017

Principal: Cross Creek Estates, LLC.

By:  _____

Surety: Westchester Fire Insurance Company

By:  _____
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 authorization relates 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 specifications 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, and, if 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. Riey, SUSAN A. YEAZELL, Unique Kizer, 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 14 day of July 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 14 day of July, AD 2016 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, Philadelphia County
My Commission Expires Sept. 26, 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 28th day of July, 2017.



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 14, 2018.





Wells Fargo
Insurance Services USA, Inc.
720 East Pete Rose Way
Suite 400
Cincinnati, OH 45202

Tel: 513 657 3116
Toll Free: 800 452 4532

August 1, 2017

Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

RE: Cross Creek Estates Phase 1, Block B

To Whom It May Concern:

This is to clarify that Chubb listed as surety contact on Page 5 of the Security Agreement for Water and/or Sanitary Sewer & Security Agreement for Streets and Appurtenances (including Sidewalks) is the parent company for Westchester Fire Insurance Company, who is the surety company on the two bonds issued for Cross Creek Estates, LLC.

If you have any other questions, please do not hesitate to call.

Sincerely,

Susan A. Yeazell
Attorney-in-Fact for Westchester Fire Insurance Company
513-657-3251

SY

WARREN COUNTY
COMMISSIONERS
2017 AUG -3 PM 3:09
RECEIVED



Resolution

Number 17-1235

Adopted Date August 08, 2017

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 1, BLOCK B, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

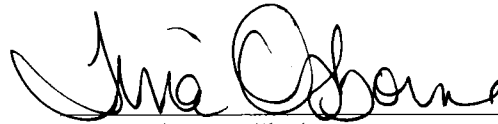
Bond Number	:	17-015 (W/S)
Development	:	Cross Creek Estates, Phase 1, Block B
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$30,649.95
Surety Company	:	Chubb (Westchester Fire Ins. Co.)

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

17-015 (w/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 improvements in Cross Creek Estates Subdivision, Section/Phase 1, BL B (3) (hereinafter the "Subdivision") situated in 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 \$306,499.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of -0-; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$30,649.95 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

7861 East Kemper Road

Cincinnati, OH 45249

Attn: Ed Farruggia

Ph. (513) 702 - 9419

D. To the Surety:

Chubb

Attn: Colleen Sleyko

525 W. Monroe Street, Suite 700

Chicago, IL 60661

Ph. (312) 775 - 3919

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

SURETY: Westchester Fire Insurance Company

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

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

SIGNATURE: Joseph F. ...

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Joseph F. ...

PRINTED NAME: Susan A. Yeazell

TITLE: Agent

TITLE: Attorney-in-Fact

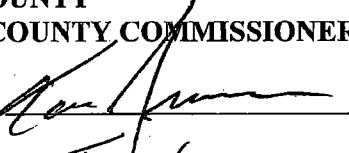
DATE: 7/31/17

DATE: July 28, 2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1235, dated 8/8/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

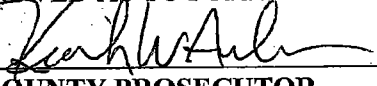
TITLE: President

DATE: 8/8/17

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. K09245054

MAINTENANCE BOND

Know All Men By These Presents, That we, Cross Creek Estates, LLC
7861 East Kemper Road, Cincinnati, OH 45249
as Principal, and Westchester Fire Insurance Company, a corporation
organized under the laws of the State of PA with principal place at 525 W. Monroe
Street, Suite 700, Chicago, IL 60661, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
452036 (hereinafter called Obligee) in the penal sum of Thirty-One Thousand
Six Hundred Sixty-Eight and 00/100, (\$ 31,668.00), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 28th day of July 20 17

WHEREAS, the said Principal has heretofore entered into a Subdividers
Contract with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Cross Creek Estates Subdivision
Phase 1, Block B in Deerfield Township, Warren County, Ohio

and

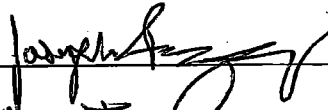
WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 28TH
day of July, 20 17, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid; then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 436 Walnut Street,
Philadelphia, PA promptly and in any event within thirty (30) days after the Obligee
or his representative shall learn of such default; and that no claim suit, or action by
reason of any default of the Principal shall be brought hereunder after the expiration of
thirty (30) days from the end of the maintenance period as herein set forth.

Cross Creek Estates, LLC

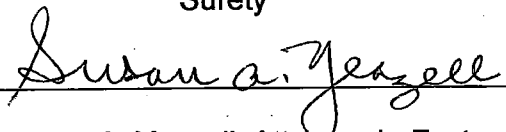
Principal

By: 

Its: Agent

Westchester Fire Insurance Company

Surety

By: 

Its: 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 persons 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. REES, SUSAN A. YEAZELL, Unique Kizer, 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 14 day of July 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.
On this 14 day of July, AD 2016 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.



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 28th day of July, 2017



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 14, 2018





Wells Fargo
Insurance Services USA, Inc.
720 East Pete Rose Way
Suite 400
Cincinnati, OH 45202

Tel: 513 657 3116
Toll Free: 800 452 4532

August 1, 2017

Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

RE: Cross Creek Estates Phase 1, Block B

To Whom It May Concern:

This is to clarify that Chubb listed as surety contact on Page 5 of the Security Agreement for Water and/or Sanitary Sewer & Security Agreement for Streets and Appurtenances (including Sidewalks) is the parent company for Westchester Fire Insurance Company, who is the surety company on the two bonds issued for Cross Creek Estates, LLC.

If you have any other questions, please do not hesitate to call.

Sincerely,

Susan A. Yeazell
Attorney-in-Fact for Westchester Fire Insurance Company
513-657-3251

SY

WARREN COUNTY
COMMISSIONERS
2017 AUG -3 PM 3:09
RECEIVED



Resolution

Number 17-1236

Adopted Date August 08, 2017

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE FOR STONERIDGE DEVELOPMENT, LTD. FOR COUNTRY BROOK NORTH SECTION SEVEN IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	13-005 (W/S)
Development	:	Country Brook North Section Seven
Developer	:	StoneRidge Development, Ltd.
Township	:	Clearcreek
Amount	:	\$13,183.53
Surety Company	:	PNC Cashier's Check (1108910)

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: StoneRidge Development, Ltd., P.O. Box 757, Springboro Ohio 45066
E. Hartmann
Water/Sewer (file)
Bond Agreement File

Resolution

Number 17-1237

Adopted Date August 08, 2017

APPROVE THE FOLLOWING RECORD PLATS

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

- Cross Creek Estates Phase 1 Block B – Deerfield Twp.
- Auteur Estates – Clearcreek Township

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 17-1238

Adopted Date August 08, 2017

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILDREN SERVICES FUND #273

WHEREAS, the Warren County Children Services has requested that the second and third quarters of their 2017 local share be transferred into the Children Services Fund #273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$1,662,748.50 from #101-1112-749-9000 (Commissioners Grants - Children Services)
into #273-9000-999 (Children Services - Operating Transfers)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
Children Services (file)
OMB

Resolution

Number 17-1239

Adopted Date August 08, 2017

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR COMMON PLEAS COURT COMMUNITY CORRECTIONS FUND #288

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #288 in the amount of \$2,500; and

BE IF FURTHER RESOLVED, to approve the following supplemental appropriation:

\$2,500.00 into #288-1226-910 (Other Expense)

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

Mr. Grossmann – yea

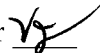
Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Amended Certificate file
Common Pleas Court (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 2, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2017	Taxes	Other Sources	Total
Comm Based Corrections Donations	\$1,250.00	\$0.00	\$2,500.00	\$3,750.00
Fund 288				
TOTAL	\$1,250.00	\$0.00	\$2,500.00	\$3,750.00

_____)
 _____)
Matt Nolan, Secretary) Budget
 _____) Commission
 _____)

AMEND 17 08
Fund 288-5200-100 +2,500.00

2017 AUG 2 09 11 06

Resolution

Number 17-1240

Adopted Date August 08, 2017

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
CAPITAL CASES FUND #101-1221

BE IT RESOLVED, to approve the following supplemental appropriations:

\$15,000.00 into #101-1221-400 (Purchased Services)
\$43,000.00 into #101-1221-415 (Attorneys – Indigent)

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


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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Common Pleas (file)
OMB

Resolution

Number 17-1241

Adopted Date August 08, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS
CERTIFICATE OF TITLE ADMINISTRATION FUND #250 -1260

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 452.39 into 250-1260-882 (Accumulated Vacation Payout)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Clerk of Courts (file)
OMB

Resolution

Number 17-1242

Adopted Date August 08, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,500.00 into #258-5800-663 (Classroom Training, Adult)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor Yg
Supplemental App file
OhioMeansJobs (file)
OMB

Resolution

Number 17-1243

Adopted Date August 08, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND
#101-1110

BE IT RESOLVED, to approve the following appropriation adjustment:

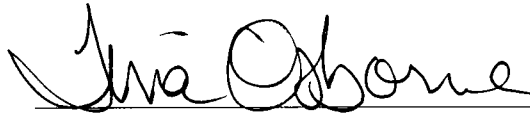
\$5,560.00 from #101-1110-421 (Commissioners -- Rent or Lease)
 into #101-1110-400 (Commissioners -- Purchased Services)

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ry
Appropriation Adjustment file
Commissioners file
OMB

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

Resolution

Number 17-1244

Adopted Date August 08, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT FUND #101-1220, AND COMMON PLEAS COURT SPECIAL PROJECTS #224

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from #101-1220-830	(Workers Compensation DAWR)
	into #101-1220-850	(Training Education)
\$5,000.00	from #224-1220-320	(Capital Purchases \$10,000 and Over)
	into #224-1220-400	(Purchased Services)

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1245

Adopted Date August 08, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND #101-5220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,512.17 from #101-5220-924 (Allowances – Soldier Relief)
into #101-5220-920 (Allowances)

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

Mr. Grossmann – yea

Mr. Young – yea

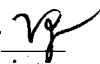
Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Veterans (file)
OMB

Resolution

Number 17-1246

Adopted Date August 08, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #299

WHEREAS, costs were incurred to cover a broken bus window; and

WHEREAS, an appropriation adjustment is necessary within fund 299 to pay for said purchase;
and

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

\$400.00	from	#299-7000-400	(Purchased Services)
	into	#299-7000-317	(Capital Purchases under \$10,000)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor 
Appropriation Adj. file
Transit (file)
OMB

Resolution

Number 17-1247

Adopted Date August 08, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 510

WHEREAS, the Water and Sewer department incurs costs for reimbursements for damages; and

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

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

\$50,000.00 from #510-3200-3200-999 (Contingency)
into #510-3200-3200-910 (Other Expenses)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor 
Appropriation Adj. file
Water/Sewer (file)
OMB

Resolution

Number 17-1248

Adopted Date August 08, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #203

BE IT RESOLVED, to approve the following appropriation adjustment:

\$116,248.72 from #203-5310-458 (Enhanced Medicaid Transportation)
into #203-5310-400 (Purchased Services)

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

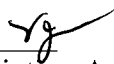
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Human Services (file)
OMB

Resolution

Number 17-1249

Adopted Date August 08, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #08/08/2017 001, #08/08/2017 002, #08/08/2017 003, #08/08/2017 004, #08/08/2017 005, and #08/08/2017 006; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

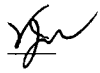
Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 

Resolution

Number 17-1250

Adopted Date August 08, 2017

AUTHORIZING THE COUNTY ADMINISTRATOR TO INITIATE NEGOTIATIONS OF A PROFESSIONAL DESIGN SERVICES CONTRACT WITH KZF DESIGN FOR THE NEW WARREN COUNTY JAIL PROJECT

WHEREAS, this Board of County Commissioners (the "Board") recognizing the need for a professional architectural and engineering firm for the purpose of providing professional design services for a New Warren County Jail (the "Project"), issued a Request for Qualifications relative thereto; and,

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the professional design services of a consulting architectural and engineering firm for the development of detailed plans, specifications, and bid documents for the aforementioned Project; and,

WHEREAS, three qualification submittals from professional design service firms were received, reviewed and evaluated by this Board; and,

WHEREAS, on June 27, 2017, this Board interviewed the all three of the firms; and,

WHEREAS, on August 8, 2017 this Board ranked KZF Design as the firm most qualified to perform the professional design services for the Project.

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Administrator to initiate negotiations of a professional design services contract with KZF Design to perform the services at a compensation determined to be fair and reasonable to the Board, as well as considering the other factors required by Section 153.69 (B) of the Ohio Revised Code.

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

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

Resolution adopted this 8th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Project file
Sheriff (file)
OMB Bid file