Thursday, March 27, 2008

The Board of County Commissioners met in regular session on **Thursday, March 27, 2008 at 9:45 AM** with the following members present:

Christopher Smeiles Charles W. Keiper II Maureen T. Frederick

* * * * *

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick to approve the meeting minutes of the March 25, 2008 meeting. All in favor, motion carries

* * * * *

Also attending throughout the day: Mike Sever, Record-Courier; Juanita Cebulak, Kent Stater

* * * * *

NEIGHBORHOOD DEVELOPMENT SERVICES
Present: Dave Vaughan, Carol Kurtz

Mr. Vaughan attending today to request that the Board of Commissioners approve and sign a Satisfaction of Mortgage for Portage Precision Polymers of Ravenna. PPP has loans through the City of Ravenna, which will be subordinated tonight. The note was filed erroneously under the Board of Commissioners and not the city/Journal Entry

* * * * *

Commissioner Keiper advised the Board of Commissioners that there is an EPA Public Hearing on April 2, 2008 at 2:30 PM in Twinsburg to hear comment on the new proposed air standards. Commissioner Smeiles agreed to attend on the Board's behalf.

* * * * *

INTERNAL SERVICES
Present: JoAnn Townend

Discussion

Projects
Prosecutor's Project
JoAnn Townend advised that the architects have provided the cost of placing the utilities underground for the Prosecutor's Project (at the corner of Spruce and Chestnut Streets in Ravenna) is approximately $250,000. Clerk to draft a letter to city of Ravenna requesting a meeting to discuss a possible sharing of this cost. The Board of Commissioners noted that it is to everyone's mutual benefit to place these underground. The cost to surrounding area will decrease once this project is done.

Ms. Townend advised that she has spoken with the architects regarding the letter from Franklin Gray about the subcontractor who was on his roof. A letter of apology was issued by the contractor and the issue has been resolved.

Updates
JoAnn Townend advised the Board of Commissioners that Frank DeLuca has determined a value of between $1,000 – $1,500 per acre for the land in Kent. The Board of Commissioners agreed to prepare the bid for these 5.8 acres at $1000/per acre or a minimum bid of $5,800 for the land declared excess/08-0294.

Deferred Comp RFP
Director Townend advised the Board of Commissioners that she has finalized the bid and waiting for the Human Resources Director comments.

"Green" light bulbs
JoAnn Townend advised the Board of Commissioners that her cost for the light bulbs is $2.68 per bulb; Jon Barber has a cost from Lowe's of $2.69 per bulb/Journal Entry the purchase from Lowe's once the cities and villages have been contacted one more time to be sure they do not want to participate using their NOPEC refund.

Sudsina Letter of Agreement
The County Auditor has refused to sign the agreement since it was not approved as to form by the Prosecutor's Office. The Prosecutor recommends that an agreement be drafted, which includes a termination clause or that the Commissioners simply open a purchase order. The Board of Commissioners agreed that a purchase order should be opened based on the original Letter of Agreement.

Resolutions
1. Enter into an amendment no. 1 with CAC for Home Repair and Energy Efficiency Services./08-0289
2. Enter into an amendment no. 1 with CAC for Utility Services./08-0290
3. Enter into an amendment no. 6 with Gary Kapusta./08-0291
4. Amend 08-0121/08-0294

* * * * *

HUMAN RESOURCES
Present: Director Lynn Leslie; Safety/Loss Control Coordinator Michelle Ripley; Ben Sutton, Jr.; Steve Eva, Nursing Home Administrator; Attorney Ron Habowski

CORSA renewal
Ben Sutton updated the Board of Commissioners on the changes to the CORSA Policy. The county will enjoy a slight decrease of 1%. The nursing home coverage is going from $6 million per occurrence to $2 million effective May 1st. Mr. Sutton noted that the standard is $1 million per occurrence and a $3 million aggregate.

The Board of Commissioners approved the CORSA policy renewal effective May 1, 2008, as presented by Mr. Sutton, noting that there is no required action today. The Board of Commissioners noted that the Safety/Loss Control Coordinator has allowed the county to enjoy a credit in the CORSA program as well as reduce the claims made by the county.

* * * * *

10:50 AM In accordance with the Ohio Rev. Code Ann. (121.22(G)(1), it was moved by **Charles W. Keiper II**, seconded by **Maureen T. Frederick** that the Board of Commissioners move into executive session to prepare for, conduct or review nursing home labor negotiations . **Also present: Human Resources Director Lynn Leslie, Steve Eva, Nursing Home Administrator and Attorney Ron Habowski**. Roll call vote: Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea.

11:17 AM Upon conclusion of the above referenced discussion, it was moved by **Charles W. Keiper II**, seconded by **Maureen T. Frederick** that the Board of Commissioners move out of executive session. Roll call vote: Christopher Smeiles, Yea, Charles W. Keiper II, Yea; Maureen T. Frederick, Yea.

Upon exiting executive session, the Board of Commissioners took no action.

* * * * *

JOB & FAMILY SERVICES
Present: Anita Herington

I. Day Care Contracts/Journal Entry

II. SFY 2009 County Subgrant Agreement
Resolution 08-0293

III. Updates
   A. The Director advised the Board of Commissioners that the food stamp cases have increase 69% in the past six years. At the end of February 2008, Portage County had 4,647 cases which includes 10,668 people.

   B. The Director advised that the Portage County Paternity Establishment and the Support Order Establishment departments will be honored at the OCDA 2008 Spring Conference on April 7, 20008 for their outstanding performance. Portage County staff will attend.

   C. The Director advised the Board of Commissioners that residents in arrears in child support payments may have their tax rebates taken by the CSEA.

   D. The Director presented the Civilian Labor Force Estimates for February 2008.

IV. Resolution to appoint Gary Locke to the GAPP WIB Executive Committee/08-0295

* * * * *

11:40 AM Lunch Recess
1:05 PM Board of Commissioners reconvened
Commissioner Smeiles not attending

* * * * *

GENERAL CDBG PUBLIC HEARING MINUTES
Thursday, March 27, 2008
Portage County Board of Commissioners Board Room
449 South Meridian Street, Ravenna, Ohio
Convened at 1:05 PM

Present: Eileen Stiffler, Regional Planning Commission; Commissioners Charles W. Keiper II and Maureen T. Frederick; Clerk Deborah Mazanec; Mike Sever, Record-Courier; Lisa Rubic and Bridget Susel, Coleman Professional Services; Dan Kolasky, Randolph Township; William Ulik, PCDED; Justin Meister, Roetzel & Andress; Beth Leonard, Summit County Port Authority; Mike Casamento

I. Introduction of those attending – Commissioner Keiper

II. Purpose of the Hearing – Eileen Stiffler
The hearing was held in accordance with the Ohio Revised Code requirements and in compliance with the rules of HUD and the Ohio Department of Development Office of Housing and Community Partnerships.

III. Program Overview – Eileen Stiffler

2008 OHIO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Community Housing Improvement Program

Application Due: May 2, 2008

Goals: To provide funding for a flexible, community-wide approach to the improvement and provision of affordable housing for low and moderate-income persons, and development of local administrative capacity.

Eligible Jurisdictions: Counties and cities that are HUD Entitlement Non-participating jurisdictions under the HOME program and HUD non-entitlement communities. Communities must have an approved Community Housing Improvement Strategy. Communities may only apply every other year for funding. An additional $50,000 is available for Communities, which are doing a Rental Rehab Program. An additional $50,000 is available for new home construction or rehabilitation working with a Habitat for Humanity Chapter

Maximum Grant Amount: $500,000 (plus up to $100,000 for rental rehab and Habitat)

* * *

Homeless Assistance Grant Program

Applications Due: July 15, 2008

Goals: To provide a continuum of housing/services to prevent persons from becoming homeless by providing homelessness prevention services and assistance; move persons from homelessness to permanent housing through the provision of emergency shelter, direct housing, and transitional housing; and provide long-term permanent supportive housing to homeless persons with disabilities. Funding is provided to eligible non-profit organizations, units of local government, public housing authorities and consortia of any eligible applicants for homeless prevention, emergency shelter, transitional housing, direct housing, and permanent supportive housing that meet the housing needs of homeless and low-income families and individuals.

Maximum Grant Amount: Maximum Award Amounts:

Category	Maximum Award	Grant Period
Emergency Shelter:	$350,000 per shelter	Two Years
Transitional Housing:	$400,000	Two Years

Homelessness Prevention/Housing Placement:	$700,000	Two Years
Direct Housing:	$400,000	Two Years
Permanent Supportive Housing:	$250,000	Two Years

Funding requests must be cost effective and reasonable based on community need, historical level of funding from OHCP, cost per household served, cost per outcome, etc. OHCP will provide guidance on recommended request amounts in the 2008 Homeless Program application.

Each $2 in Homeless Assistance Grant Program funds must be matched with $1 in cash and/or in-kind resources for all activities except Homelessness Prevention. While Homelessness Prevention does not have a match requirement, increased levels of match will make the application more competitive. Grants or loans from the Ohio Department of Development cannot be used as match.

* * *

Housing Opportunities For Persons With Aids Program

Application Due: November 4, 2008.

Goals: To provide eligible nonprofit organizations or units of local government with funds to devise long-term comprehensive strategies for meeting the housing and supportive service needs of persons with AIDS or HIV related diseases.

Eligible Activities: Rental, mortgage, and/or utility assistance; acquisition, rehabilitation or construction of permanent housing; operation of a community residence; drug and alcohol abuse treatment and counseling; case management; respite care; food/nutritional services; activities of daily living; daycare; transportation; general administration; and housing information services.

Eligible Jurisdictions: Private, nonprofit organizations and units of local government.

Maximum Grant Amount: The maximum grant request is based on the percentage of cases of Persons Living with HIV/AIDS within the project's service area when compared to the balance of state

Matching Requirements: Each $2 in OHTF/RFP funds must be matched with $1 in cash and/or in-kind resources. Grants or loans from the Ohio Department of Development cannot be used as match.

* * *

Community Development Program
Formula Allocation Program

Application Due: June 27, 2008

Goals: The National and State Objectives.

Eligible Activities: Any eligible CDBG activity.

Eligible Jurisdictions: Portage County will receive funds based on per capita income, unemployment and distress factors for the Townships and Villages and the Cities of Aurora and Streetsboro.

Approximate Grant Amount: $377,000

Ms. Stiffler referred to the State Plan (pages 147 and 148) regarding disabilities, noting that the LMI Income limits are based on the Akron MSA.

* * *

Neighborhood Revitalization Program

Application Due: June 27, 2008

Goals: Target investment to improve the quality of life and livability of distressed areas and neighborhoods.

Eligible Activities: Public facilities such as infrastructure in areas of distress.

Eligible Jurisdictions: Formula grantees including the acquired cities.
Villages must apply through the county. Communities will be limited to one application per program year.
Combined with Formula application.

Maximum Grant Amount: $300,000

* * *

Water And Sanitary Sewer Competitive Program

Application Due: Applications may be submitted on a continuous basis throughout the program year, beginning June 16, 2008.

Goals: The creation of a safe and sanitary living environment for Ohio citizens, through the provision of safe and reliable drinking water and proper disposal of sanitary waste.

Eligible Activities: The Water and Sanitary Sewer Program will only fund projects, which provide water and/or sanitary sewer service to primarily residential users (minimum of 60% of total users) in areas, which are a minimum of 51% LMI. Extra points are given for projects, which serve areas with a higher percentage of LMI households.

Eligible Jurisdictions: Cities, Counties, and Villages. Counties must apply on behalf of townships and unincorporated areas.

Maximum Grant Amount: The awards may not exceed $600,000. The maximum award for public infrastructure improvements is $500,000. The maximum award for on-site improvements is $100,000 (laterals).

* * *

Economic Development Program

Application Due: Applications will be accepted on a continuous basis, beginning June 16, 2008.

Goals: To create and retain permanent private sector job opportunities, principally for low and moderate-income persons and to expand and retain business and industry in Ohio communities.

Eligible Activities: Include the provision of financial assistance through eligible units of general local government, to provide for profit entities to carry out economic development projects, as well as public improvements directly and primarily related to the creation, expansion or retention of a particular business. This financing may cover fixed assets, including land, building, machinery, and equipment, as well as the infrastructure investment directly related to business or industrial development. The amount and type of assistance must be deemed appropriate with respect to the requirements of each specific project.

Eligible Jurisdictions: Cities and Counties. Counties may apply on behalf of Villages, Townships or Cities.

Maximum Grant Amount: $500,000 for direct loans, $500,000 for offsite infrastructure projects. A minimum of 51% of the jobs must be available to LMI persons and one (1) job must be created for each $25,000 borrowed. An additional $50,000 is available for the hiring and training of public assistance recipients,

* * *

Comprehensive Downtown Revitalization Competitive Program

Applications Due:

Tier #1 Applications may be submitted on a continuous basis during June 16, 2008 – June 14, 2009.

Tier #2 Threshold submission May 23, 2008
Application October 7, 2008

Tier #3 Applications may be submitted on a continuous basis beginning June 16, 2008 through June 14, 2009.

Goals: To aid in the revitalization of Central Business Districts to aid in the elimination of slums and blight and to create and retain permanent private sector job opportunities principally for persons of low and moderate-income households.

Eligible Activities: Provision of assistance for downtown revitalization including, but not limited to planning, streetscape, rehabilitation, and signage, and facade improvements.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.
A downtown inventory must be submitted to OHCP.

Maximum Grant Amount: $15,000 for planning grants (Tier 1)

$400,000 1 -1 matching grants (Tier 2)
Tier 3 is funded through CDBG Discretionary funds for an agreed upon project.

* * *

Microenterprise Business Development Program

Application Due: June 27, 2008

Goals: To assist in the development of local Microenterprise businesses and to create and retain long-term jobs in the private sector.

Eligible Activities: Activities include provision of financial assistance through direct or shared loans or loan guarantees to private for profit entities or individuals, training, technical assistance and working capital loans.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.

Maximum Grant Amount: $60,000

* * *

CDBG Discretionary Fund

Application Due: Project applications will be accepted on a continuous basis, beginning June 16, 2008.

Goals: Provide funds for special and demonstration projects, which are not included in other categories and target of opportunity investment in economic development projects, which create or retain permanent job opportunities.

Eligible Activities: Any CDBG eligible activity.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.

Maximum Grant Amount: Based on need.

* * *

Imminent Threat Set-Aside Fund

Application Due: Project applications will be accepted on a continuous basis, beginning June 16, 2008.

Goals: Alleviate threats to public health and safety that require immediate assistance. These funds may not substantially upgrade the conditions of an area, but are designed mitigate an emergency situation.

Eligible Activities: Any CDBG eligible activity.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.

Maximum Grant Amount: Determined by availability of funds and nature of problem.

* * *

Housing

Application Due: Project applications will be accepted on a continuous basis, beginning on June 16, 2008.

Goals: This program will provide funds for "target of opportunity" investment in housing projects, special projects, and demonstration programs that are not feasible in other funding categories.

Eligible Activities: Any CDBG-eligible activity.

Eligible Jurisdictions**:** Cities, Counties with an approved CHIS.

Maximum Grant Amount: Based on need but no more than 50% of project.

* * *

Ohio Housing Trust Fund (OHTF) Discretionary Grants:

Application Due: Project applications will be accepted on a continuous basis, beginning on June 11, 2008.

Goals: Provide funding for "target of opportunity" projects and innovative proposals that will principally benefit persons below 50% of the area median income and meet the OHTF rules and requirements.

Eligible Activities: OHTF-eligible activities, including housing rehabilitation or repair, first-time homebuyer assistance, accessibility improvements, homelessness prevention and housing counseling. Proposals considered for discretionary funds must be inappropriate for funding from other state housing programs, because of either eligibility, program scope or project timing. Projects must result in identifiable outcomes and beneficiaries (cannot be seed money or start-up).

Eligible Applicants: Nonprofit organizations, units of local government, public housing authorities, private developers and lenders and consortia of any eligible applicants.

Maximum Grant Amount:

The level of funds is negotiated based upon need. OHTF Discretionary Grants for individual special projects cannot exceed $200,000 annually.

Projects must have at least a dollar-to-dollar match in cash and/or direct "in kind" services.

* * *

Homelessness Discretionary Grants

Application Due: Project applications will be accepted on a continuous basis, beginning on June 16, 2008.

Goals: Provide funds for critical activities at existing OHCP-funded shelter locations. As a secondary priority and based on need and availability, these funds may also be used to fund activities of an emergency nature at organizations that serve homeless populations, but may not be receiving OHCP homeless assistance funds.

Eligible Activities: All activities must be of an emergency nature or include needs that could not be anticipated during the normal funding program cycle.

Eligible Jurisdictions: Eligible applicants are primarily limited to FY 2006 Homeless Assistance Request for Proposal grantees.

Maximum Grant Amount: Based on need

* * *

CDBG Discretionary Fund

Application Due: Project applications will be accepted on a continuous basis, beginning June 11, 2008.

Goals: Provide funds for special and demonstration projects, which are not included in other categories and target of opportunity investment in economic development projects, which create or retain permanent job opportunities.

Eligible Activities: Any CDBG eligible activity.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.

* * *

New Horizons Fair Housing Program

Application Due: Throughout the FY 2008-program year, beginning June 16, 2008. through May 30, 2009.

Goal: To provide funds to units of local government, or consortia of units of local government, to affirmatively further fair housing in addition to activities undertaken with their Formula Allocation Program funds.

Eligible Activities: Activities, which further Fair Housing.

Eligible Jurisdictions: Cities, Counties, Villages, and Townships.

Maximum Grant Amount: $5,000 for single units - $15,000 for Consortiums up to a maximum $30,000.

IV. Questions/Suggestions - None

V. Public Hearing adjourned at 1:25 PM

* * * * *

ROETZEL & ANDRESS
Present: Christopher Burnham, Beth Leonard, Bill Ulik, Attorney Justin Markey, Mike Casamento

Beth Leonard advised that Board of Commissioners that the group attending today to discuss a change to the current Cooperative Agreement for the Kelso TIF in the issue of subordinate bonds. The School District was notified yesterday of the issue.

Draft Resolution approving the revised form of a cooperative agreement and authorizing the execution and delivery by the County of such cooperative agreement./08-0292

* * * * *

SHERIFF – Cancelled

* * * * *

RESOLUTION No. 08-0278 - RE: BILLS APPROVED AND CERTIFIED TO THE PORTAGE COUNTY AUDITOR FOR PAYMENT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the bills were approved and certified to the County Auditor for payment, contingent upon the review of the Portage County Internal Auditor or other designee on March 27, 2008 in the total payment amount of **$ 398,478.52 for Funds 0001-8600** as set forth in the Accounts Payable Warrant Report on file in the office of the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0279 - RE: WIRE TRANSFER APPROVED AND CERTIFIED TO THE PORTAGE COUNTY AUDITOR FOR PAYMENT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the bills were approved and certified to the County Auditor for payment, contingent upon the review of the Portage County Internal Auditor or other designee on March 27, 2008 in the total payment amount as follows:

1. $173,718.64 for Medical Mutual Claims-Fund 7101; and

as set forth in the Accounts Payable Warrant Report on file in the office of the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners authorizes the wire transfer for the charges relating to health benefits, as presented by the Portage County Auditor's Office:

Wire Transfer on Friday, March 28, 2008 $ 173,718.64

and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0280 - RE: APPROVAL OF JOURNAL VOUCHERS/ENTRIES.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following Resolution be adopted:

WHEREAS, the Ohio Revised Code requires that warrants be approved by the Board of Commissioners prior to their issuance, and

WHEREAS, there are other similar financial transactions defined as journal vouchers/entries that are dissimilar in that they are used to pay for charges for services from one county department and/or fund to another department and/or fund and thus are processed in lieu of issuing a warrant, and

WHEREAS, the Journal Vouchers/Entries are recommended by the County Auditor's Office for review and approval by the Board of Commissioners; now therefore be it

RESOLVED, that the Board of Commissioners approves the following Journal Vouchers/Entries as presented by the County Auditor's Office:

03/27/08	2357	$ 852.75
03/27/08	2355	$9,626.47
Total		$ 10,479.22

and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0281 - RE: ACCEPTANCE OF THEN AND NOW CERTIFICATIONS FOR PAYMENT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, Ohio Revised Code Section 5705.41 (D)(1) authorizes the expenditure of moneys, provided a certificate of the County Auditor is supplied stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances (Then and Now Certification), and

WHEREAS, the Then and Now Certification is recommended by the State Auditor's Office, the Portage County Auditor's Office, and the Portage County Prosecutor's Office, and

WHEREAS, a listing of expenditures, attached hereto as Exhibit "A" and incorporated herein by reference, has been certified by the County Auditor according to Ohio Revised Code section 5705.41 (D)(1); now therefore be it

RESOLVED, that the expenditures listed herein are properly certified by the County Auditor in the amount of **$15,675.40** as set forth in Exhibit "A" dated **March 27, 2008** shall be paid; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice Vote as Follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0282 - RE: ACCEPT LYNN LANE BETWEEN MERIDIAN STREET AND PARK WAY, CITY OF RAVENNA.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following Resolution be adopted:

WHEREAS, the County recently removed four county owned buildings located on the corner of Riddle Avenue and Meridian Street in Ravenna; and

WHEREAS, the County intends to pave this area to create additional parking; and

WHEREAS, Lynn Lane divides the area; and

WHEREAS, in order to create a smooth traffic flow, the Board of Commissioners adopted Resolution 07-1087 on November 1, 2007 and petitioned the City of Ravenna, Ohio to vacate Lynn Lane;

WHEREAS, the City of Ravenna adopted Resolution 2007-186 on February 4, 2008 vacating Lynn Lane, as petitioned by the Board of Commissioners; now therefore be it

RESOLVED, that the Portage County Board of Commissioners accepts the vacated portion of Lynn Lane between Meridian Street and Park Way; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Maureen T. Frederick, Yea; Christopher Smeiles, Yea; Charles W. Keiper, Yea;

* * * * *

RESOLUTION No. 08-0283 - RE: AMEND RESOLUTIONS 07-0933 AND 07-0537 TO ACCEPT AN ADDITIONAL FY08 ADDENDUM FOR THE 408 SUBSIDY GRANT AGREEMENT BETWEEN THE BOARD OF PORTAGE COUNTY COMMISSIONERS (ON BEHALF OF ADULT PROBATION) AND THE STATE OF OHIO FOR COMMUNITY BASED CORRECTIONS PROGRAM, ALSO KNOWN AS 408 NON-RESIDENTIAL MISDEMEANANT.

It was moved by Maureen T. Frederick, seconded by Christopher Smeiles that the following Resolution be adopted:

WHEREAS, the Board of Commissioners adopted Resolution 07-0537 on May 31, 2007 to agree to enter into an FY 08 Addendum for the 408 Community-Based Corrections Program 408 Non-Residential Misdemeanant, with the State of Ohio, Department of Rehabilitation &

Corrections, Division of Parole & Community Services, Bureau of Community Sanctions, on behalf of the Portage County Adult Probation Department; now therefore be it

WHEREAS, the Board of Commissioners adopted Resolution 07-0933 on September 20, 2007 to accept a grant award increase; now therefore be it

RESOLVED, that the Portage County Board of Commissioners agrees to enter into a second FY08 Addendum for the Community Based Corrections Program 408 Subsidy Grant Agreement (also known as 408 Non-Residential Misdemeanant, as recommended by the Portage County Adult Probation Department; and be it further

RESOLVED, that a copy of the this resolution and the agreement be forwarded to the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Charles W. Keiper II, Nay; Christopher Smeiles, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0284 - RE: AMEND RESOLUTIONS 07-0932 AND 07-0536 TO ACCEPT AN ADDITIONAL FY08 ADDENDUM BETWEEN THE BOARD OF PORTAGE COUNTY COMMISSIONERS (ON BEHALF OF ADULT PROBATION) AND THE STATE OF OHIO FOR COMMUNITY BASED CORRECTIONS PROGRAM, ALSO KNOWN AS 407 NON-RESIDENTIAL FELONY

It was moved by Maureen T. Frederick, seconded by Christopher Smeiles that the following Resolution be adopted:

WHEREAS, the Board of Commissioners adopted Resolution 07-0536 on May 31, 2007 to agree to enter into an FY 08 Addendum for the 407 Community-Based Corrections Program 407 Non-Residential Felony, with the State of Ohio, Department of Rehabilitation & Corrections, Division of Parole & Community Services, Bureau of Community Sanctions, on behalf of the Portage County Adult Probation Department; and

WHEREAS, the Board of Commissioners adopted Resolution 07-0932 on September 20, 2007 to accept a grant award increase; now therefore be it

RESOLVED, that the Portage County Board of Commissioners agrees to enter into a second FY08 Addendum for the Community Based Corrections Program 407 Subsidy Grant Agreement (also known as 407 Non-Residential Felony), as recommended by the Portage County Adult Probation Department; and be it further

RESOLVED, that the Board of Commissioners agrees to sign the grant addendum modifying the subsidy grant agreement to incorporate the Governor of Ohio's Executive Order 2007-01S Establishing New Ethics Requirements; and be it further

RESOLVED, that a copy of the this resolution and the agreement be forwarded to the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Nay; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0285 - RE: APPROVE SECOND FY08 ADDENDUM FOR THE 408 SUBSIDY GRANT AGREEMENT BETWEEN THE BOARD OF PORTAGE COUNTY COMMISSIONERS (ON BEHALF OF ADULT PROBATION) AND THE STATE OF OHIO FOR COMMUNITY BASED CORRECTIONS PROGRAM, ALSO KNOWN AS 408 NON-RESIDENTIAL MISDEMEANANT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following Resolution be adopted:

WHEREAS, the Board of Commissioners adopted Resolution 07-0537 on May 31, 2007 to agree to enter into an FY 08 Addendum for the 408 Community-Based Corrections Program 408 Non-Residential Misdemeanant, with the State of Ohio, Department of Rehabilitation & Corrections, Division of Parole & Community Services, Bureau of Community Sanctions, on behalf of the Portage County Adult Probation Department; and

WHEREAS, the Board of Commissioners adopted Resolution 07-0933 on September 20, 2007 accepting a grant award increase from the State of Ohio in the amount of Six Hundred Thirty Five Dollars ($635.00), which increases the grant total from Forty Two Thousand Three Hundred Sixty Dollars ($42,360.00) to Forty Two Thousand Nine Hundred Ninety Six Dollars ($42,996) for the period beginning July 1, 2007 and ending June 30, 2008, subject to the terms and conditions of this addendum agreement, with no General Fund local match; now therefore be it

RESOLVED, that the Portage County Board of Commissioners agrees to enter into a second FY08 Addendum for the Community Based Corrections Program 408 Subsidy Grant Agreement (also known as 408 Non-Residential Misdemeanant), as recommended by the Portage County Adult Probation Department; and be it further

RESOLVED, that the Board of Commissioners accepts a second grant award increase from the State of Ohio in the amount of One Thousand Six Hundred Dollars ($1,600.00) which increases the grant total from Forty Two Thousand Nine Hundred Ninety Six Dollars ($42,996) to Forty Four Thousand Five Hundred Ninety Six Dollars ($44,596) for the period beginning July 1, 2007 and ending June 30, 2008, subject to the terms and conditions of this addendum agreement, with no General Fund local match; and be it further

RESOLVED, that a copy of the this resolution and the agreement be forwarded to the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Charles W. Keiper II, Yea; Christopher Smeiles, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0286 - RE: APPOINTMENT TO THE FAMILY & CHILDREN FIRST COUNCIL OF PORTAGE COUNTY

It was moved by Charles W. Keiper II, and seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, Ohio Revised Code 121.37 (B) authorizes each board of county commissioners to establish a county family and children first council, which is responsible for providing the county services coordination mechanism and comprehensive joint service plan to help families seeking assistance for their children; and

WHEREAS, the ORC 121.37 identifies mandated members and the Portage County Family and Children Fist Council Bylaws Article V Membership states that the Executive Committee of the Portage County Family and Children First Council reviews Agency Membership Applications and recommends appointment by the Board of Commissioners; now therefore be it

RESOLVED, that the following agency is appointed effective immediately and the agency representative will serve without the limitation of term, as identified in the Family & Children First Council Bylaws Article V:

Robin Howard
Field Local Schools
1473 Saxe Road
Mogadore, OH 44260

and be it further

RESOLVED, that it is hereby found and determined that all formal actions of this Board concerning and relation to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0287 - RE: APPOINTMENT TO THE FAMILY & CHILDREN FIRST COUNCIL OF PORTAGE COUNTY

It was moved by Charles W. Keiper II, and seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, Ohio Revised Code 121.37 (B) authorizes each board of county commissioners to establish a county family and children first council, which is responsible for providing the county services coordination mechanism and comprehensive joint service plan to help families seeking assistance for their children; and

WHEREAS, the ORC 121.37 identifies mandated members and the Portage County Family and Children Fist Council Bylaws Article V Membership states that the Executive Committee of the Portage County Family and Children First Council reviews Agency Membership Applications and recommends appointment by the Board of Commissioners; now therefore be it

RESOLVED, that the following agency is appointed effective immediately and the agency representative will serve without the limitation of term, as identified in the Family & Children First Council Bylaws Article V:

Sandra Lynne Craft
Southeast Local Schools
5730 Giddings Road
Rootstown OH 44272

and be it further

RESOLVED, that it is hereby found and determined that all formal actions of this Board concerning and relation to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such

formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0288 - RE: APPROVE PLANS AND SPECIFICATIONS AND SET DATE FOR ACCEPTING BIDS FOR THE 2008 RESURFACING PROJECT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following Resolution be adopted:

RESOLVED, that plans and specifications, as submitted, are approved for furnishing all labor, materials and equipment necessary for the resurfacing of:

Mennonite Road, C.H. 256, Sections E & F – Mantua Township
Mogadore Road, C.H. 81, Section D – Brimfield Township
New Milford Road, C.H. 31, Section D – Ravenna Township
Old Forge Road, C.H. 82, Section C – Brimfield Township

and be it further

RESOLVED, that sealed bids will be accepted by the Portage County Director of Internal Services, 7th Floor, Room 703, Portage County Administration Building, 449 South Meridian Street, Ravenna, Ohio 44266 until **3:00 P.M.,** Local Time, **Wednesday, April 23, 2008**; and be it further

RESOLVED, that Notice of Receiving Bids shall be published in the Record Courier on **April 4, 2008** and **April 11, 2008** and a copy thereof be posted on the Official Bulletin Board of the Board of Portage County Commissioners forthwith, and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0289 - RE: ENTER INTO AMENDMENT NO. 1 BETWEEN THE BOARD OF COMMISSIONERS, THE PORTAGE COUNTY DEPARTMENT OF JOB & FAMILY

SERVICES AND COMMUNITY ACTION COUNCIL OF PORTAGE COUNTY, INC. TO PROVIDE HOME REPAIR AND ENERGY EFFICIENCY SERVICES

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, an agreement between the parties was entered into and known as Portage County Contract No. 20070400 (the "Original Contract") on October 23, 2007 by Resolution No. 07-1015 to provide Home Repair and Energy Efficiency Services to citizens under the Adult Protective Service, who are residents of Portage County; and

WHEREAS, the parties desire to amend the Original Contract to continue such services; now therefore be it

RESOLVED, that the Board of Portage County Commissioners does hereby agree to enter into Amendment No. 1 between the Board of Commissioners, the Department of Job & Family Services and Community Action Council of Portage County, Inc.; and be if further

RESOLVED, that the parties mutually agree to maintain the unit cost of Five thousand and 00/100 dollars ($5,000.00) per client in a twelve (12) month period and decrease the amount of the administrative fees to fifteen percent (15%) per household for a maximum of Seven hundred fifty and 00/100 dollars ($750.00) effective October 1, 2007; and be it further

RESOLVED, that annual service amount under this Agreement shall not exceed One hundred thousand and 00/100 dollars ($100,000.00), as stipulated in the Original Contract; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0290 - RE: ENTER INTO AMENDMENT NO. 1 BETWEEN THE BOARD OF COMMISSIONERS, THE PORTAGE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND COMMUNITY ACTION COUNCIL OF PORTAGE COUNTY, INC. TO PROVIDE UTILITY SERVICES

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, an agreement between the parties was entered into and known as Portage County Contract No. 20070402 (the "Original Contract") on October 23, 2007 by Resolution No. 07-1016 to provide Utility Services to citizens under the Adult Protective Service, who are residents of Portage County; and

WHEREAS, the parties desire to amend the Original Contract to continue such services; now therefore be it

RESOLVED, that the Board of Portage County Commissioners does hereby agree to enter into Amendment No. 1 between the Board of Commissioners, the Department of Job & Family Services and Community Action Council of Portage County, Inc.; and be if further

RESOLVED, that the parties mutually agree to maintain the unit cost of Eight hundred forty ($840.00) per client in a twelve (12) month period for gas, electric and water and decrease the amount of the administrative fees to fifteen percent (15%) per household for a maximum of One hundred twenty-six and 00/100 dollars ($126.00) effective October 1, 2007; and be it further

RESOLVED, that the annual service amount under this Agreement shall not exceed Forty-five thousand and 00/100 dollars ($45,000.00), as stipulated in the Original Contract; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0291 - RE: ENTER INTO AMENDMENT NO. 7 WITH GARY KAPUSTA FOR PERMISSION TO USE TWO (2) ACCESS DRIVES (GAS-WELL ROAD DRIVES), PARK AND WALK ON PORTAGE COUNTY PROPERTY.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, an agreement between the parties was entered into on June 1, 2000 granting Gary Kapusta and his son, Michael, permission to walk behind the Portage County Water Resources Laboratory, Portage County Justice Center, Portage County Juvenile Detention Center and Dog Warden Facility, located in Shalersville, Ohio from May 19, 2000 until December 1, 2000; and

WHEREAS, Amendment No. 1 was entered into on January 9, 2001 through Resolution No. 00-938 extending the term of the agreement from December 2, 2000 until December 31, 2001; and

WHEREAS, Amendment No. 2 was entered into on May 9, 2002 through Resolution No. 02-0459 extending the term of the agreement from January 1, 2002 until December 31, 2002; and

WHEREAS, Amendment No. 3 was entered into on November 19, 2002 through Resolution No. 02-0940 extending the term of the agreement from January 1, 2003 until December 31, 2003; and

WHEREAS, Amendment No. 4 was entered into on March 2 2004 through Resolution No. 03-0993 extending the term of the agreement from January 1, 2004 until December 31, 2004; and

WHEREAS, Amendment No. 5 was entered into on June 22, 2006 through Resolution No. 06-0477 extending the term of the agreement from June 10, 2006 until December 31, 2006; and

WHEREAS, Amendment No. 6 was entered into on April 26, 2007 through Resolution No. 07-0284 extending the term of the agreement from January 1, 2007 until December 31, 2007; and

WHEREAS, the Portage County Board of Commissioners and Gary Kapusta desires to amend said Agreement to continue such permission; and

RESOLVED, that the Board of Portage County Commissioners does hereby agree to enter into Amendment No. 7 between the Board of Commissioners and Gary Kapusta for permission to walk behind the Portage County Water Resources Laboratory, Portage County Justice Center, Portage County Juvenile Detention Center and Dog Warden Facility, located in Shalersville, Ohio from January 1, 2008 until December 31, 2008; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Nay;

* * * * *

RESOLUTION No. 08-0292 - RE: A RESOLUTION APPROVING THE REVISED FORM OF A COOPERATIVE AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF SUCH COOPERATIVE AGREEMENT.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, this Board of County Commissioners (the "Board") adopted Resolution No. 07-0629 on June 28, 2007, as amended by Resolution No. 07-0860 adopted on August 28, 2007 (collectively, the "TIF Legislation"), pursuant to which the Board authorized the execution and delivery, on behalf of the County, of a Cooperative Agreement (the "Cooperative Agreement") among the County, the Portage County Port Authority, the Summit County Port Authority (the "Summit Port"), Plaza Field Ltd., Schroer Properties of Ravenna, Inc. and any other parties determined to be necessary, under which the Summit Port agreed to issue its revenue bonds (the "Bonds") to finance the costs of certain public infrastructure improvements (the "Public Improvements") described in the TIF Legislation; and

WHEREAS, the form of the Cooperative Agreement on file with the Clerk of this Board at the time of the adoption of the TIF Legislation provided for the issuance by the Summit Port of a single series of Bonds, the debt service on which are to be paid from service payments in lieu of taxes (the "Service Payments") deposited by the County into the Brimfield – Plaza/Schroer Improvement Project Tax Increment Equivalent Fund (the "Fund") established under the TIF Legislation; and

WHEREAS, the parties to the Cooperative Agreement have determined that it will now be necessary for the Summit Port to issue both a senior series of Bonds and a subordinate series of Bonds to finance all of the costs of the Public Improvements, and the form of the Cooperative Agreement has been modified to provide for such senior and subordinate series of Bonds; and

WHEREAS, the Board of Education of the Field Local School District has approved the changes to the Cooperative Agreement providing for the issuance by the Summit Port of two series of Bonds, the debt service on which will be paid from the Service Payments deposited into the Fund;

RESOLVED, by the Board of County Commissioners of the County of Portage that:

Section 1. The Board hereby approves the Cooperative Agreement substantially in form attached as Exhibit A hereto and on file with the Clerk of this Board, together with such revisions as are approved by the County Prosecuting Attorney and consistent with the objectives and requirements of this resolution, which approval shall be conclusively evidenced by the signing thereof. Not less than two members of the Board are hereby authorized and directed to sign the Cooperative Agreement on behalf of the County.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This resolution shall be effective upon its adoption.

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

EXHIBIT A

COOPERATIVE AGREEMENT

* * * * *

COOPERATIVE AGREEMENT

among

COUNTY OF PORTAGE, OHIO

and

PORTAGE COUNTY PORT AUTHORITY

and

SUMMIT COUNTY PORT AUTHORITY

and

PLAZA FIELD LTD.

and

KELSO DEVELOPMENT, LLC

and

MICHAEL R. CASAMENTO

and

JOHN J. FLYNN

and

SCHROER PROPERTIES OF RAVENNA, INC.

and

ROR, LLC

and

SZAMBECKI, LLC

and

DWW PIZZA, LLC

and

KDCA HOWE NORTH, LLC

Dated
as of
March 1, 2008

$1,130,000
Summit County Port Authority
Bond Fund Program Tax-Exempt Development Revenue Bonds, Series 2008B
(Portage County – Plaza/Schroer Project)

Roetzel & Andress
A Legal Professional Association
Bond Counsel

TABLE OF CONTENTS

Page

ARTICLE I Definitions 3

Section 1.1. Use of Defined Terms 3
Section 1.2. Definitions 3
Section 1.3. Interpretation 12
Section 1.4. Captions and Headings 13

ARTICLE II Representations and Covenants 14

Section 2.1. Representations and Covenants of the County 14
Section 2.2. Representations of the Portage Port 15
Section 2.3. Representations of the Summit Port 15
Section 2.4. Representations and Covenants of Plaza 15
Section 2.5. Representations and Covenants of Kelso 15
Section 2.6. Representations and Covenants of Schroer 16
Section 2.7. Covenants to Make Payments in Lieu of Taxes with respect to parcels in the Property 16
Section 2.8. Declaration of Covenants 19
Section 2.9. Use of the Project 19
Section 2.10. Continuing Disclosure 19

ARTICLE III Cooperative Arrangements; Construction of the Project; Issuance of Series Bonds 21

Section 3.1. Cooperative Arrangements 21
Section 3.2. Undertaking and Improvement of the Project 21
Section 3.3. Plans and Specifications 23
Section 3.4. Issuance of the Series Bonds; Application of Proceeds 23
Section 3.5. Disbursements from the Project Fund 23
Section 3.6. Bond Reserve Deposit 26
Section 3.7. Additional Reserve Fund 26
Section 3.8. Release of Additional Reserve Fund 26
Section 3.9. Redemption of Series Bonds upon Failure to Complete Improvements 27
Section 3.10. Investment of Funds 27
Section 3.11. Rebate Fund 27

ARTICLE IV Financing Payments 29

Section 4.1. Financing Payments 29
Section 4.2. Place of Payments 29
Section 4.3. Obligations Unconditional 29
Section 4.4. Assignment of Agreement and Revenues 30
Section 4.5. Collection of Delinquent Service Payments 30
Section 4.6. TIF Fund; Assignment of County Project Revenues 30
Section 4.7. Administrative Amounts 30

ARTICLE V Additional Agreements and Covenants 32

Section 5.1. Right of Inspection....32
Section 5.2. Indemnification by the Plaza and Kelso....32
Section 5.3. Indemnification by Schroer....33
Section 5.4. County, Summit Port and Developers Not to Adversely Affect Exclusion from Gross Income of Interest on Series Bonds....35
Section 5.5. Litigation Notice; Management....35
Section 5.6. Assignment by Kelso, Plaza and Schroer....36

ARTICLE VI Redemption....37

Section 6.1. Redemption of Series Bonds....37
Section 6.2. Financing Payment Abatement....37

ARTICLE VII Events of Default and Remedies....38

Section 7.1. Events of Default....38
Section 7.2. Remedies on Default....38
Section 7.3. No Remedy Exclusive....39
Section 7.4. Agreement to Pay Attorneys' Fees and Expenses....39
Section 7.5. No Waiver....40
Section 7.6. Notice of Default....40

ARTICLE VIII Miscellaneous....41

Section 8.1. Term of Agreement....41
Section 8.2. Notices....41
Section 8.3. Extent of Covenants; No Personal Liability; Limited Obligations....41
Section 8.4. Binding Effect....42
Section 8.5. Amendments and Supplements....42
Section 8.6. Execution Counterparts....42
Section 8.7. Severability....42
Section 8.8. Limitation of Rights....42
Section 8.9. Governing Law....42

Exhibit A Property....A-1
Exhibit B Project Description....B-1
Exhibit C Disbursement Request Form....C-1
Exhibit D Description of Nursing Home Improvement....D-1
Exhibit E Description of Office Building Improvement....E-1
Exhibit F Description of Restaurant Building Improvement....F-1

COOPERATIVE AGREEMENT

This Cooperative Agreement made and entered into as of March 1, 2008 among the COUNTY OF PORTAGE, OHIO, a county and political subdivision duly organized and validly existing under the laws of the State (the "County"), the PORTAGE COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Portage Port"), the SUMMIT COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Summit Port"), PLAZA FIELD LTD., a limited liability company duly organized and validly existing under the laws of the State of Ohio ("Plaza"), KELSO DEVELOPMENT, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio ("Kelso"), MICHAEL R. CASAMENTO ("Casamento"), JOHN J. FLYNN ("Flynn"), SCHROER PROPERTIES OF RAVENNA, INC., a corporation duly organized and validly existing under the laws of the State of Ohio ("Schroer," and together with Plaza, Kelso, Casamento, and Flynn, collectively the "Developers"), ROR, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio ("ROR, LLC"), SZAMBECKI, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio ("Szambecki"), DWW Pizza, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio ("DWW") and KDCA Howe North, LLC ("KDCA," and together with ROR, LLC, Szambecki and DWW collectively "ROR"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

RECITALS:

A. Pursuant to the TIF Act, the Board of County Commissioners of the County may describe public improvements to be made that directly benefit certain parcels of real property located in unincorporated areas of the County and declare improvements (as defined in Section 5709.77 of the TIF Act) with respect to such parcels to be a public purpose, thereby authorizing the exemption of those improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a redevelopment tax equivalent fund into which those service payments shall be deposited.

B. The Board of County Commissioners, under Section 5709.78 of the TIF Act, passed the TIF Legislation and therein designated certain parcels in the TIF Legislation (the "Property") located in the County in Brimfield Township (the "Township") to be a public purpose.

C. The Developers own and intend to construct Improvements on the Property for commercial uses.

D. The County believes that the Improvements will create jobs and employment opportunities in the Township and the County and thereby improve the economic welfare of the people of the County.

E. The County has determined that certain public improvements (the "Project") are necessary and appropriate in connection with the development of the Property and will directly benefit the Property, and will provide for a safer and more efficient flow of traffic resulting from the development of the Property and generally in the Township and will provide for necessary public utilities for properties in the area, and are necessary for the public health, safety and welfare.

F. The County has determined that it is necessary and in the best interests of the County to provide for the making of service payments in lieu of taxes, pursuant to and in accordance with the TIF Act, by the Developers and any successors in interest with respect to the Property.

G. The County has passed the TIF Legislation, and declared that 100% of the increase in assessed value of property in the Property that would first appear on the tax list and duplicate of real property subsequent to the effective date of the TIF Legislation (the "Improvements") is a public purpose and shall be exempt from real property taxation commencing on the effective date of such TIF Legislation and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years, or (2) the date on which the County has collected into the TIF Fund established pursuant to the TIF Legislation a total amount of payments in lieu of taxes available for and sufficient (i) to pay for the costs of the Project, including the principal of and interest and other amounts due on the Bonds issued by the Summit Port to finance such Project costs, (ii) to pay for or reimburse any other costs relating to the provision of the Project prior to the receipt of Service Payments authorized under this Agreement and by law and (iii) to make the payments to the Field Local School District (the "School District") under the TIF Legislation in accordance with the School Agreement.

H. The County has determined that it is in the best interest of the County and its residents to cause the Portage Port to undertake the Project on behalf of the County.

I. Pursuant to the Act and the Cooperative Agreement, the County has requested the assistance of the Summit Port in financing the costs of the Project, and the Summit Port has determined to assist in financing the costs of the Project, by issuing the Bonds to finance a portion the Project.

J. The County, the Portage Port, the Summit Port, and the Developers each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Summit Port, the Portage Port, the Developers, ROR and the County agree as follows (provided that any obligation of the Summit Port, the Portage Port or the County created by or arising out of this Cooperative Agreement shall never constitute a general debt of the County, the Portage Port, or the Summit Port, respectively, or give rise to any pecuniary liability of the County, the Portage Port or the Summit Port):

[balance of page intentionally left blank]

Definitions

Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Definitions. As used herein:

"Act" means Sections 4582.21 through 4582.59, Ohio Revised Code, as enacted and amended.

"Acceptable Letter of Credit" means Acceptable Letter of Credit as defined in the Basic Indenture.

"Additional Reserve Deposit" means Additional Reserve Deposit as defined in the Series Supplemental Indenture.

"Additional Reserve Fund" means the Series 2008B Additional Reserve Fund created under the Series Supplemental Indenture.

"Administrative Amounts" includes the Summit Port Fee, the Portage Port Fee, the Trustee Fee, the reasonable expenses of the Summit Port, the Portage Port, the County and the Trustee, including, but not limited to attorneys' fees, amounts expended by the Summit Port, the Portage Port, the County or the Trustee in pursuing remedies hereunder or under the Indenture, the collection and transfer of the Assigned Service Payments and expenses incurred to comply with continuing disclosure obligations, and amounts required pursuant to the Indenture to be deposited in the Rebate Fund, and any amounts required to be paid hereunder.

"Agreement" or "Cooperative Agreement" means this Cooperative Agreement as amended or supplemented from time to time.

"Assigned Service Payments" means the Service Payments assigned and agreed to be paid and transferred by the County to the Trustee hereunder as Financing Payments and assigned by the Summit Port to the Trustee pursuant to the Indenture.

"Authenticating Agent" means, with respect to the Series Bonds, the Authenticating Agent as defined in the Indenture.

"Authorized Official" means, (i) as to the Portage Port, the person designated on behalf of the Portage Port by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the Chairman or any other member of the Legislative Authority of the Portage Port, and (ii) as to the Summit Port, the person designated on behalf of the Summit Port by written certificate furnished to the Trustee containing the specimen signature of such person and signed Port by the Chairman or any other member of the

Legislative Authority of the Summit Port. Such certificates may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

"Authorized Plaza Representative" means the Person at the time designated to act on behalf of Plaza by a written certificate furnished to the Summit Port and the Trustee, containing the specimen signature of that Person and signed on behalf of Plaza by an authorized officer of Plaza. That certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Plaza Representative.

"Authorized Schroer Representative" means the Person at the time designated to act on behalf of Schroer by a written certificate furnished to the Summit Port and the Trustee, containing the specimen signature of that Person and signed on behalf of Schroer by an authorized officer of Schroer. That certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Schroer Representative.

"Basic Indenture" means the Trust Indenture dated as of July 1, 2004 between the Summit Port and the Trustee, as amended by the Second Supplemental Trust Indenture dated as of March 1, 2005 between the Summit Port and the Trustee, and as supplemented from time to time pursuant to the provisions of Article VIII thereof exclusive of paragraph (g) of Section 8.02 thereof.

"Bond Fund" shall have the meaning assigned to that term in the Basic Indenture.

"Bond Legislation" means, when used with reference to the Series Bonds, the resolution of the Legislative Authority of the Summit Port providing for their issuance and approving this Agreement, the Series Supplemental Indenture, the Purchase Agreement and related matters and including the certificate of award executed and delivered pursuant thereto, as amended and supplemented from time to time.

"Bond Reserve Deposit" means, with respect to the Series Bonds, the Bond Reserve Deposit as defined in the Series Supplemental Indenture.

"Bond Service Charges" means, with respect to Series Bonds, Bond Service Charges as defined in the Indenture.

"Bond Year" means, with respect to the Series Bonds, the annual period relevant to the application of Section 148 of the Code to the Series Bonds.

"Bonds" means the Series Bonds and any Subordinate Bonds.

"Business Day" means Business Day as defined in the Indenture.

"Capitalized Interest Payments" means such term as defined in the Series Supplemental Indenture.

"Capitalized Interest Subaccount" means, with respect to the Series Bonds, the Series 2008B Capitalized Interest Subaccount as defined in the Series Supplemental Indenture.

"Casamento" means Michael R. Casamento.

"Closing Date" means March ___, 2008.

"Code" means the Internal Revenue Code of 1986, the regulations (whether proposed, temporary or final) under that Code or the statutory predecessor of the Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable to the Series Bonds. Unless otherwise indicated, reference to a Section means that Section of the Code, including any applicable successor Section or provision and such applicable regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Construction Agency Agreement" means the Construction Agency Agreement between the Portage Port and the Construction Agent relating to the construction of the Project.

"Construction Agent" means Plaza.

"Construction Guaranty" means the Construction Guaranty from Plaza and Casamento to the Portage Port, the Summit Port, the County and the Trustee.

"Construction Period" means the period between the beginning of the acquisition, construction, installation, equipment or improvement of the Project or the date on which the Series Bonds are issued, whichever is earlier, and the Project Completion Date.

"Cooperative Parties" means the County, the Summit Port, the Portage Port, and the Developers.

"County" means the County of Portage, a county and political subdivision of the State.

"County Auditor" means the Auditor of Portage County, Ohio.

"County Engineer" means the Engineer of Portage County, Ohio.

"County Project Revenues" means the Assigned Service Payments, including amounts thereof deposited in the TIF Fund, as received by the County.

"County Treasurer" means the Treasurer of Portage County, Ohio.

"Declaration" means such term as defined in Section 2.8 hereof.

"Developers" means, collectively, Plaza, Kelso, Casamento, Flynn and Schroer.

"DWW" means DWW Pizza, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"Eligible Investments" means, with respect to the Series Bonds, Eligible Investments as defined in the Basic Indenture.

"Engineer" means the County Engineer.

"Environmental Laws" means all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, CERCLA and Chapter 3734 of the Ohio Revised Code.

"Event of Default" means any of the events described as an Event of Default in Section 7.1 hereof.

"Excess Service Payments" means the Assigned Service Payments in the aggregate which are available to be transferred on each May 15 after payment or provision for payment of all Bond Service Charges and Administrative Amounts, and to be applied by the Trustee for the Special Redemption of Series Bonds as provided in the Series Supplemental Indenture.

"Exemption Period" means the period that all or part of the Improvements is exempt from real property taxation pursuant to the TIF Act and the TIF Legislation.

"Final Completion Certificate" means the Final Completion Certificate attached as Exhibit B to the Construction Agency Agreement.

"Financing Payment Date" means each date on which the County pays to the Trustee the Service Payments, which payments shall be made by the County within 30 days following the County's receipt of such revenues, it being the intent of this Agreement and of the parties hereto that the Service Payments are to be paid by the County Treasurer to the County for deposit in the TIF Fund, and that the County, upon receipt of the Service Payments, immediately will transfer the Service Payments to the Trustee for deposit in the Series Interest Payment Account and the Principal Payment Account.

"Financing Payments" means the amounts of the Service Payments to be made on each Financing Payment Date pursuant to and in accordance with Section 4.1 hereof.

"Flynn" means John J. Flynn.

"Force Majeure" means acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; nuclear accidents; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions, breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; or shortages of labor, materials, supplies or transportation services.

"Governing Documents" means, as to a corporation, the articles of incorporation and code of regulations or bylaws of such corporation, and as to a limited liability company, the articles of organization and operating agreement of such limited liability company.

"Hazardous Materials" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §§9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.) ("RCRA"), or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Holder" or "Holder of a Bond" means, as to Series Bonds, such terms as defined in the Indenture.

"Improvements" means any increase in the assessed valuation of the Property that would first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Legislation, as provided in TIF Act.

"Indenture" means, collectively, the Basic Indenture and the Series 2008B Supplement.

"Interest Payment Date" or "Interest Payment Dates" means such term as defined in the Series Supplemental Indenture.

"Interest Rate for Advances" means, to the extent lawfully chargeable, the rate of interest which is 3% in excess of the rate announced from time to time by the Trustee in its capacity as a lending institution as its "prime rate" or "base rate."

"KDCA" means KDCA Howe North, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"Kelso" means Kelso Development, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"Legislative Authority" means, (i) when used with reference to the County, the Board of County Commissioners of the County, (ii) when used with reference with to the Portage Port, the board of directors of the Portage Port and (iii) when used with reference to the Summit Port, the board of directors of the Summit Port.

"Maximum Annual Debt Service" means the sum of the maximum annual amount of (1) Bond Service Charges on the Series Bonds (excluding last years payment), plus (2) the Portage Port Fee, plus (3) the Summit Port Fee, plus (4) the Trustee Fee.

"Net Proceeds," when used with respect to any insurance proceeds or condemnation award means the gross proceeds thereof less the payment of all expenses, including reasonable attorneys' fees incurred in connection with the collection of such gross proceeds.

"Notice Address" means:

(a) as to the County: County of Portage, Ohio
449 South Meridian Street, 7th Floor
Portage County Administration Building

		Ravenna, Ohio 44266 Attn: President, Board of County Commissioners
(b)	as to the Portage Port:	Portage County Port Authority 128 North Prospect Street Ravenna, Ohio 44266 Attention: Chairman
(c)	as to the Summit Port	Summit County Port Authority One Cascade Plaza, 18th Floor Akron, Ohio 44308 Attn: President
(d)	as to the Trustee	U. S. Bank National Association Corporate Trust Services 1350 Euclid Avenue Mail Code CN-OH-RN11 Cleveland, Ohio 44115 Attn: Holly Pattison, Assistant Vice President
(e)	as to Plaza:	Plaza Field Ltd. P.O. Box 37 Kent, OH 44240 Attn: Mike Casamento
(f)	as to Kelso:	Kelso Development, LLC P.O. Box 37 Kent, OH 44240 Attn: Mike Casamento
(g)	as to Schroer:	Schroer Properties of Ravenna, Inc. 7235 Whipple Avenue, N.W. North Canton, Ohio 44720 Attn: John D. Goodman, General Counsel
(h)	as to ROR, LLC:	ROR, LLC 3747 Fishcreek Road Kent, Ohio 44240 Attn: A. Scott Ritchie
(i)	as to Szambecki:	Szambecki, LLC 3747 Fishcreek Road Kent, Ohio 44240 Attn: Anthony E. Szambecki
(j)	as to DWW:	DWW Pizza, LLC 3747 Fishcreek Road Kent, Ohio 44240 Attn: Dan W. Wright

(k) as to KDCA: KDCA Howe North, LLC
3747 Fishcreek Road
Kent, Ohio 44240
Attn: Kenneth P. Howe

or such additional or different address, notice of which is given under Section 8.2 hereof.

"Nursing Home Improvement" means the Improvement to be developed on a portion of the Property by Schroer, as more particularly described on Exhibit D hereto.

"Nursing Home Completion Date" means the date on which a certificate of occupancy is issued by the County or the Township for the Nursing Home Improvement.

"Office Building Improvement" means the Improvement to be developed on a portion of the Property by Kelso and Plaza, as more particularly described on Exhibit E hereto.

"Office Building Completion Date" means the date on which a certificate of occupancy is issued by the County or the Township for the Office Building Improvement.

"Opinion of Bond Counsel" means an opinion of Roetzel & Andress, A Legal Professional Association, or of other counsel nationally recognized as having an expertise in connection with the exclusion of interest on obligations of states and local governmental units from the gross income of holders thereof for federal income tax purposes.

"Outstanding Bonds" means Outstanding Bonds as defined in the Basic Indenture.

"Paying Agent" means the Paying Agent as defined in the Basic Indenture.

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

"Plans and Specifications" means the drawings, surveys, maps, plats or other depiction, as amended through approved change orders, for the construction of the Project as described in the Construction Agency Agreement.

"Plaza" means Plaza Field Ltd., a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"Pledged Revenues" means, with respect to the Series Bonds, Pledged Revenues as defined in the Indenture.

"Portage Port" means the Portage County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio.

"Portage Port Fee" means, with respect to the Series Bonds, an annual administrative fee of the Portage Port equal to 0.15% of the outstanding principal amount of the Series Bonds.

"Program Development Fund" shall have the meaning assigned to that term in the Basic Indenture.

"Program Reserve Fund" shall have the meaning assigned to that term in the Basic Indenture.

"Project" means the Public Improvements described in the TIF Legislation and on Exhibit B hereto, constituting a "project" and "port authority facilities" as defined in the Act for the Project Purposes.

"Project Completion Date" means the date of completion of the Project evidenced in accordance with the requirements of Section 3.5(a) of this Agreement.

"Project Costs" means the costs of the Project specified in Section 3.5 of this Agreement.

"Project Fund" means, as to the Series Bonds, the Series 2008B Project Fund Account as defined in the Series Supplemental Indenture.

"Project Purposes" means providing the Project and the funds for financing the costs of the Project in accordance with this Agreement and the TIF Legislation.

"Property" means the parcels of real property described in the TIF Legislation and on Exhibit A hereto.

"Proportionate Share" means (i) when used in reference to Plaza, 24% of the principal amount of Outstanding Bonds and (ii) when used in reference Schroer, 76% of the principal amount of Outstanding Bonds.

"Purchase Agreement" means the Bond Purchase Agreement among the Summit Port, the County, the Developers and the Underwriter in regard to the purchase of the Series Bonds.

"Rebate Fund" means the account in the Rebate Fund established by the Trustee for the Series Bonds in accordance with the Basic Indenture.

"Registrar" shall have the meaning assigned to that term in the Basic Indenture.

"Restaurant Building Improvement" means the Improvement to be developed on a portion of the Property by ROR, as more particularly described on Exhibit F hereto.

"Restaurant Building Completion Date" means the date on which a certificate of occupancy is issued by the County or the Township for the Restaurant Building Improvement.

"Revenue Collection Period" means, each period commencing on January 1 and ending on December 31 of each year, provided that the first Revenue Collection Period will commence on the Closing Date and end on December 31, 2008.

"Revenue Fund" shall have the meaning assigned to that term in the Basic Indenture.

"ROR" means collectively, ROR, LLC, Szambecki, DWW and KDCA.

"ROR, LLC" means ROR, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"School Agreement" or "Compensation Agreement" means the Compensation Agreement dated as of July ___, 2007 among the County, the School District and Plaza authorized by the Board of Education of the School District by resolution adopted on May 10, 2007.

"School District" means the Field Local School District.

"Schroer" means Schroer Properties of Ravenna, Inc., a corporation duly organized and validly existing under the laws of the State of Ohio.

"Series Bonds" means the bonds issued by the Summit Port pursuant to the Bond Legislation.

"Series Capitalized Interest Account" means the Capitalized Interest Subaccount established under the Series Supplemental Indenture.

"Series Interest Payment Account" means the Interest Subaccount established under the Series Supplemental Indenture.

"Series Primary Reserve Account" means the Series Primary Reserve Account established under the Series Supplemental Indenture.

"Series Principal Payment Account" means the Principal Subaccount established under the Series Supplemental Indenture.

"Series Proceeds Account" means the Proceeds Subaccount in the Project Fund established under the Series Supplemental Indenture.

"Series Supplemental Indenture" means the Supplemental Indenture between the Summit Port and the Trustee containing the terms of the Series Bonds.

"Service Payments" means, Service Payments in lieu of taxes to be paid to respecting the Property as required by Sections 2.7 pursuant to this Agreement.

"Special Funds" means, with respect to the Series Bonds, the Special Funds as defined in the Basic Indenture.

"State" means the State of Ohio.

"Subordinate Bonds" means a series of revenue bonds that may be issued by the Summit Port to finance additional Project Costs, which Subordinate Bonds will be secured by a pledge of the Service Payments that is subordinate to the pledge securing the Series Bonds.

"Summit Port" means the Summit County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio.

"Summit Port Fee" means, with respect to the Series Bonds, an annual administrative fee of the Summit Port equal to 0.25% of the outstanding principal amount of the Series Bonds.

"Summit Port Contracting Agent Fee" means, with respect to the Series Bonds, a fee payable to the Summit Port upon the issuance of the Series Bonds in the amount of $10,000.

"Szambacki" means Szambecki, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio.

"TIF Act" means Sections 5709.77 through 5709.82 and related provisions of the Ohio Revised Code, all as enacted and amended from time to time.

"Tax Exemption" means the exemption of the Improvements from real property taxation pursuant to the TIF Act and the TIF Legislation, all in accordance with and subject to the terms hereof.

"TIF Fund" means Brimfield – Plaza/Schroer Improvement Project Tax Increment Equivalent Fund created pursuant to the provisions of Section 5709.80 of the Ohio Revised Code and the TIF Legislation.

"TIF Legislation" means Resolution No. 07-0629 adopted by the Board of County Commissioners of the County on June 28, 2007, as amended by Resolution No. 07-0860 adopted on August 28, 2007, as further amended from time to time, authorizing the County's execution and delivery of this Agreement.

"Transaction Documents" means, collectively, this Agreement, the Indenture, Series Supplemental Indenture, the Purchase Agreement, the Construction Guaranty, the Construction Agency Agreement and the Declarations.

"Trustee" means U. S. Bank National Association, a national banking association organized under the laws of the United States, or such other successor Trustee as shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"Trustee Fee" means, with respect to the Series Bonds, an annual fee of the Trustee equal to $1,250.

"Unassigned Issuer's Rights" means Unassigned Issuer's Rights as defined in the Indenture, and shall include all of the rights of the Summit Port to be held harmless and indemnified under Section 5.2 and 5.3 hereof, to be reimbursed for attorney's fees and expenses under Section 7.4 hereof, to make requests and give or withhold consent, notice and consent to amendments, changes, modifications, alterations and termination of this Agreement.

"Underwriter" means, as to the Series Bonds, the Person or Persons identified in the Purchase Agreement as the underwriter of the Series Bonds.

Interpretation. Any reference herein to the Summit Port, the Portage Port, and the County or to a Legislative Authority or to any member or officer of either includes entities or

officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

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

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

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

(End of Article I)

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

It is a county duly organized and validly existing under the laws of the State.

It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party.

It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement, the TIF Legislation and the other Transaction Documents to which it is a party. That execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the County and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein, and those transactions will enhance, aid and promote authorized purposes of the Portage Port and the Summit Port under the Act, including transportation, economic development and governmental operations purposes. It presently intends to use the Project in a manner consistent with the Project Purposes until the date on which the Series Bonds have been fully paid and knows of no reason why the Project will not be so used. If in the future, there is a cessation of that use, it will use its best efforts to accomplish an alternative use by the County or others which will be consistent with the Act.

The TIF Legislation has been duly adopted or passed, as the case may be, is in full force and effect and are not subject to repeal by referendum.

It will do all things within its power to cause the Portage Port to complete the Project pursuant to the Construction Agency Agreement in accordance with the Plans and Specifications and in accordance with the terms of this Agreement, and, upon dedication of the Project, the Project will be maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other applicable governmental regulations and as to be consistent with the Act.

Upon request of the Summit Port, the County shall deliver to the Summit Port and Trustee such information as the Summit Port may determine they may need in connection with any obligation they have entered into, or may enter into, for the purpose of permitting an underwriter of the Series Bonds to satisfy the requirements of Rule 15c 2-12 promulgated by the Securities and Exchange Commission under the Securities Act of 1934.

Representations of the Portage Port. The Portage Port represents that: (a) it is duly organized and validly existing under the laws of the State; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party; (c) it is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party; (d) it has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party; and (e) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Representations of the Summit Port. The Summit Port represents that: (a) it is duly organized and validly existing under the laws of the State; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party; (c) it is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party; (d) it has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party; (e) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of that portion of the Series Bonds to be issued by it; and (f) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Representations and Covenants of Plaza. Plaza represents and covenants that:

It is a limited liability company duly organized and validly existing under the laws of the State.

It has full power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents; the execution, delivery and performance do not, and will not, violate any provision of law applicable to it or its Governing Documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound; and this Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement its valid and binding obligation.

The provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Summit Port, the Portage Port and the County have induced it to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and will create and preserve jobs and employment opportunities within the County.

Representations and Covenants of Kelso. Kelso represents and covenants that:

It is a limited liability company duly organized and validly existing under the laws of the State.

It has full power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents; the execution, delivery and performance do not, and will not, violate any provision of law applicable to it or its Governing Documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound; and this Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement its valid and binding obligation.

The provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Summit Port, the Portage Port and the County have induced it to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and will create and preserve jobs and employment opportunities within the County.

Representations and Covenants of Schroer. Schroer represents and covenants that:

It is a corporation duly organized and validly existing under the laws of the State.

It has full power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents; the execution, delivery and performance do not, and will not, violate any provision of law applicable to it or its Governing Documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound; and this Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement its valid and binding obligation.

The provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Summit Port, the Portage Port and the County have induced it to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and will create and preserve jobs and employment opportunities within the County.

Covenants to Make Payments in Lieu of Taxes with respect to parcels in the Property.

Service Payments. During the Exemption Period, each Developer and ROR, for itself and any successors in interest to any part or interest in the Property owned by it, hereby agrees, with respect to that Developer or ROR's Property, to make the Service Payments with respect to the Improvements pursuant to and in accordance with the requirements of the TIF Act, the TIF Legislation and this Agreement.

Escrow of Service Payments. Subject to the next paragraph of this Section 2.7(b), each Developer agrees to deposit in escrow with the Trustee on the first day of each month while the Series Bonds remain outstanding, commencing on July 1, 2008, one-sixth of the semiannual Service Payments that are to be made to the County under this Agreement. The Trustee shall hold the monthly Service Payments received from a Developer in a separate escrow account established for such Developer and shall pay such Service Payments semiannually to the County Treasurer (or to his or her designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements made by that Developer on that Developer's Property.

Notwithstanding the foregoing provision of this Section 2.7(b), if a Developer shall be required by a lender (the "Lender") providing mortgage financing for the original construction of the Improvements on that Developer's Property to deposit in escrow monthly the Service Payments with that Lender, such Developer shall not be required to make monthly service payments to the Trustee during the period in which the Developer is fulfilling its escrow obligations to the Lender. The Developer shall provide evidence satisfactory to the Summit Port at least semiannually that the Service Payments are being paid into escrow to the Lender and paid by the Lender to the County on or before the date on which real property taxes would otherwise be due and payable.

Late Payments. Any Service Payments not made by a Developer or ROR when due under this Agreement shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes.

Obligations Unconditional. Each Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the Improvements had an exemption from taxation not been granted. The obligations of each of the Developers and ROR, and their respective successors and assigns, to make the Service Payments with respect to that Developer or ROR's Property shall be unconditional, and shall not be terminated for any cause, and there shall be no right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to any Improvements on the Property, commercial frustration of purpose, or any failure by the County, the Portage Port or the Summit Port to perform or observe any obligation, or covenant, whether express or implied, arising out of or in connection with this Agreement or the Compensation Agreement.

Exemption Application. Each of the Developers and ROR agree for itself and its respective successors in interest to Property owned by it to prepare and file in cooperation with the County all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the TIF Act and the TIF Legislation promptly upon completion of any Improvement on the Property to enable the County to collect Service Payments thereunder and disburse such payments to the Trustee. The County will assist and cooperate with the Developers and ROR or their respective successors in interest in connection with the preparation and filing of the required exemption applications. Each of the Developers and ROR hereby authorize the County, at the County's discretion, to prepare and file such

required exemption applications; and, at the request of the County, each of the Developers and ROR agree to promptly assist and cooperate with the County in connection with such preparation and filing.

Complaint Against Valuation of Assessment. During the Exemption Period, each Developer agrees for itself and its respective successors in interest to Property owned by it that it shall not file or cause or permit to be filed a complaint against the determination of the total valuation or assessment of Property owned by such Developer pursuant to Section 5715.19 of the Revised Code without the prior written consent of the Summit Port.

Covenants Run with Land. It is intended and agreed that the covenants provided in this Section 2.7 shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the County against each of the Developers and ROR and its successors in interest, to all of the Property or any part thereof or interest therein owned by it, including, without limitation, any grantee in a conveyance of such Property or any part thereof through judicial process, whether or not this Agreement remains in effect or whether or not such provision is included by the Developers or ROR in any succeeding deed by the Developers or ROR to its successors in interest is such the Property. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of Exemption permitted in accordance with the requirements of the TIF Act and the TIF Legislation. Each of the Developers and ROR agrees that in any future deed from the Developer or ROR conveying the Property owned by it, or any part thereof, that the covenants provided in this Section 2.7 shall be expressly stated therein, for the benefit and in favor of and enforceable by, the County against such future owner.

Such covenants running with the land in the deed shall have priority over any other lien or encumbrance on the Property, except those approved by the County and the Summit Port.

If the owner of the fee simple estate in and to the Property or any portion thereof shall sell, convey or otherwise transfer ownership to the same or any part thereof (except as collateral security for the repayment of debt), it shall automatically be released and relieved of and from all other and further obligations and liability under this Section that arise, accrue, mature or relate to any period from and after the date of such sale, conveyance or transfer, but not prior thereto, it being intended hereby that the covenants and obligations on the part of each such owner shall be binding upon and enforceable against each such owner and their respective successors and assigns only in respect of their respective periods of ownership of the fee simple estate in and to the Property (or portion thereof), and in all cases only as to the portions of the Property that it owns (as more fully set forth in the paragraph below). The provisions of this Section are not intended to, and shall not be construed to, release or modify any covenant created hereunder that is intended to run with the land.

If there is, at any time and from time to time, a diversity of ownership of the fee simple estate in and to the Property or any part of the Property, each owner of the fee

simple estate of any portion thereof shall, except as otherwise expressly set forth in this Agreement:

(i) be entitled to the benefits created, and be subject to the burdens imposed, under this Section only as and to the extent that same benefit, burden and/or otherwise affect that portion of the Property that it owns in fee simple absolute (and no others), and

(ii) have only those rights, and be required to observe and perform only those obligations, created under this Section only as and to the extent that same affect that portion of the Property that it owns in fee simple absolute (and no others).

Declaration of Covenants. The Property shall be made subject to the covenants running with the land provided in Section 2.7 by the signing and recording by each of the Developers and ROR of a Declaration of Covenants (a "Declaration") in form and substance satisfactory to the County, the Portage Port and the Summit Port. The Declaration shall be signed by each Developer and ROR and recorded in the official records of Portage County within three days following signing of this Agreement. The Declaration and said covenants shall be specifically enforceable by the County by mandatory injunction or any other remedy at law or in equity.

Each of the Developers and ROR shall cause any holder of a mortgage or other lien existing on the Property owned by it, if any, as of the time of recording of the Declaration, to subordinate such mortgage or lien to the Declaration and such covenants running with the land provided in the Declaration. Each of the Developers and ROR will assume and pay all fees or charges for the recording of its Declaration.

Use of the Project.

The County agrees that, upon completion of the Project by the Portage Port and the transfer and conveyance thereof by the Portage Port to the County, the Project will be available for installation, maintenance and use by public utilities and will be available to the public for vehicular traffic without charge and shall be maintained by the County as a public right-of-way (the "Use"). So long as any Series Bond is outstanding, any change in Use shall not be effective unless the County and the Summit Port shall have delivered to the Trustee an Opinion of Bond Counsel that such modified use will not adversely affect the exclusion of interest on any unpaid Series Bonds from gross income of the Holders thereof for federal income tax purposes. The County and the Summit Port agree that, subsequent to the payment in full of the Series Bonds, the Use of the Project is not expected to be changed, modified or amended in any material way.

The County agrees that, during the term of this Agreement, it shall not transfer, assign or sublease its interests, or any part thereof, in the Project except to another governmental entity, but shall maintain it as a publicly dedicated roadway and utilities.

Continuing Disclosure. The County and each Developer agree to provide to the Summit Port such information at the request of the Summit Port as shall be sufficient to enable the Summit Port to comply with their respective continuing disclosure obligations under the

Indenture or any continuing disclosure agreement entered into by the Summit Port relating to the Series Bonds or any portion thereof.

(End of Article II)

Cooperative Arrangements; Construction of the Project; Issuance of Series Bonds

Cooperative Arrangements. The County has heretofore requested (a) the assistance of the Portage Port in the acquisition, construction, equipping, installing, improvement and development of the Project, including acquiring any necessary interests in real property for provision of the Project and (b) the assistance of the Summit Port in the financing of the costs of the Project for the Project Purposes. The County, the Portage Port and the Summit Port have determined, and agreed, to cooperate with one another in undertaking (i) the provision of the Project by the Portage Port on behalf of the County for a public purpose, and (ii) financing the Project Costs by the Summit Port, all as "port authority facilities" (as defined in the Act) and in accordance with this Agreement.

To the extent, if any, necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Summit Port and Portage Port undertake to, and are authorized by the County to, exercise any power, perform any function and render any service, on behalf of the County, together with all powers necessary or incidental thereto, to the fullest extent that the County is authorized to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Summit Port or the Portage Port hereunder, to the extent if any necessary to the implementation of this Agreement and the financing of the Project in the manner set forth herein, is undertaken by the Summit Port or the Portage Port on behalf of the County, pursuant to Sections 4582.31 and 4582.43 of the Act.

Undertaking and Improvement of the Project. The County, the Portage Port, the Summit Port, and the Developers agree to undertake the Project for the Project Purposes with all reasonable dispatch and in accordance with the following:

Construction Agent. Plaza shall act as the Construction Agent for the Portage Port pursuant to a Construction Agency Agreement.

Assignment for the Benefit of the County. Plaza, as Construction Agent of the Portage Port, has prepared Plans and Specifications for the Project, which were prepared and were on file in the office of the Clerk of the Legislative Authority of the County prior to the passage of the TIF Legislation. Plaza assigns to the Portage Port and the County all of its rights, title and interest in and to the Plans and Specifications and any other plans, specification and profiles it may have with respect to the Project.

Financing Project Costs. In order to finance costs of the Project, the Summit Port will issue the Series Bonds and the County will assign and cause to be paid to the Trustee the Service Payments received by the County pursuant to this Agreement and the TIF Legislation.

Dedication of the Project. Upon the issuance of the Series Bonds or as soon as practical thereafter, the County shall accept or cause to be accepted public dedication of the Project.

Reserves Deemed Project Costs. Plaza expressly acknowledges and agrees that the costs of providing for the funding of the Bond Reserve Deposits and Administrative Amounts under the Indenture shall be deemed to be Project Costs.

Construction of the Project. Subject to moneys being available in the Project Fund, the Portage Port shall, for and on behalf of the County, cause the Construction Agent to undertake the Project in accordance with the terms of this Agreement, the Construction Agency Agreement and all applicable laws. The Cooperative Parties acknowledge that all disbursements for the construction of the Project will be made pursuant to and upon the terms set forth in this Agreement and those disbursements, and the conditions thereof, are hereby approved by the County.

Prevailing Wages. It is expressly understood and agreed by the Cooperative Parties that the contracts to be entered into by or on behalf of the Portage Port pursuant to this Agreement to implement the Project shall be made in the manner, and on the terms and conditions, as required by law, including the payment of prevailing wages in construction of the Project. The Summit Port shall act as prevailing wage coordinator for provision of the Project.

Signage. The Cooperative Parties also agree that during the Construction Period appropriate public signage satisfactory to the County, the Portage Port and the Summit Port may be maintained reflecting their roles.

Plaza and Kelso Required to Pay Costs in the Event the Project Fund is Insufficient. If moneys available to the Portage Port from the Project Fund are insufficient to pay all the Project Costs, Plaza and Kelso agree that they will, nonetheless, pay all costs to complete the Project in accordance with the Plans and Specifications and shall pay all such additional Project Costs from its funds into the Project Fund. If any disbursement request made hereunder would result in a deficiency in the Project Fund, Plaza and Kelso will immediately deliver to the Trustee sufficient monies for deposit to the Project Fund to eliminate the deficiency upon notice from the Portage Port of such deficiency. Plaza and Kelso shall not be entitled to reimbursement for any Project Costs from the County, the Portage Port, the Summit Port, the Trustee, Schroer or any bondholder, nor shall they be entitled to any abatement, diminution or postponement of the Financing Payments on account thereof.

Insurance on the Project. In connection with the construction of the Project, the Construction Agent shall keep and maintain, or cause to be kept and maintained, such insurance coverage as shall be required by the Construction Agency Agreement.

Easements for Construction of the Project. The County and the Developers, respectively, agree to execute and deliver to the Portage Port such easements as shall be necessary over County rights-of-way or other County-owned land and over such portions of the Property as either of the Developers shall dedicate, and the County shall accept, for public use, to permit the Portage Port to construct, equip, installing, improve and develop of the Project.

Transfer of Project to the County. Upon completion of the Project, the Portage Port Agrees to transfer all of its interest in and to the Project to the County.

Subordinate Bonds. Upon the request of the Developers, the Summit Port shall use its best efforts to cause the issuance of Subordinate Bonds to finance additional Project Costs.

Plans and Specifications. The Plans and Specifications have been or will be filed with the County. The Portage Port may, on its own volition or at the request of the Construction Agent or the County, revise the Plans and Specifications from time to time, provided that no revision shall be made which would (i) change the Project Purposes in any material respect,(ii) change the Project Purposes to other than permitted by the Act and the TIF Act or (iii) change the Project Purposes in a manner that would increase the cost of the Project without the consent of the Summit Port. The Construction Agent shall provide Schroer with notice of any material revisions to the Plans and Specifications.

Issuance of the Series Bonds; Application of Proceeds. To provide funds to pay for the Project Costs, and pursuant to the Bond Legislation, the Summit Port has issued, sold and delivered the Series Bonds to the Underwriter. The Series Bonds shall have the terms provided in the Series Supplemental Indenture in the aggregate principal amount, bear interest, mature and are subject to redemption as set forth therein. The Developers, the Portage Port and the County each approve the terms of the Series Bonds and the Indenture, and agree that in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the terms of the Indenture shall control, provided that the obligation of the County to make monetary payments shall be limited to the amount of County Project Revenues.

The proceeds from the sale of the Series Bonds shall be paid to the Trustee and deposited by the Trustee in the Project Fund pursuant to the Series Supplemental Indenture.

Disbursements from the Project Fund.

All disbursements from the Project Fund shall be made in accordance with this Agreement and the Series Supplemental Indenture, the terms of which are hereby approved and agreed to by the Cooperative Parties. Moneys on deposit in the Project Fund which have been retained by the Trustee to pay the costs of issuance of the Series Bonds in accordance with the Series Supplemental Indenture shall be disbursed by the Trustee for the payment of such costs of issuance upon the written direction of the Summit Port. Moneys on deposit in the Series Capitalized Interest Account shall be disbursed by the Trustee, without need for further direction, to make Capitalized Interest Payments in accordance with the Series Supplemental Indenture and to pay the Portage Port Fee, the Summit Port Fee and the Trustee Fee. Subject to the terms and conditions of this Section, moneys on deposit in the Series Proceeds Account shall be disbursed by the Trustee to pay the following costs of the Project (the "Project Costs"):

Costs incurred or to be incurred, directly or indirectly for or in connection with the acquisition, construction, equipping or installing of the Project, including, without limitation, those for preliminary planning and studies, architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents; provided that if costs are to be incurred directly or indirectly for or in connection with the foregoing, then the Construction Agent shall have obtained the contractor's signature to the contract, change order, purchase order or other agreement under

which the Construction Agent will incur such costs or expenses relating to the foregoing and evidence thereof shall be delivered to the Trustee along with the Disbursement Request Form delivered pursuant to this Section 3.5(a).

Premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained during the Construction Period with respect to the Project.

Taxes, assessments and other governmental charges that may become payable during the Construction Period.

Expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

Financial, legal, recording, title, accounting, printing and other such fees, charges and expenses, if not paid as the costs of issuance of the Series Bonds by the Trustee in accordance with the Series Supplemental Indenture, incurred in connection with (1) the authorization, sale, issuance and delivery of the Series Bonds and (2) the preparation, execution and delivery of the Transaction Documents and other related documents, including the Summit Port Contracting Agent Fee.

Any other incidental and necessary costs and expenses relating to the acquisition, construction, equipping and improvement of the Project.

Payments under the subsections above shall be made only upon the written order, in duplicate, signed by the Construction Agent, substantially in the form of the Disbursement Request Form ("Disbursement Request Form") attached as Exhibit C hereto, accompanied by an account of the disbursement and evidence of expenses for which the request is made reasonably satisfactory to the Summit Port and the Trustee; provided that, notwithstanding any provision of this Agreement to the contrary, the initial disbursement on the Closing Date (the "Closing Date Disbursement") to pay the costs described in subsection (v) above shall be made upon the written order of the Summit Port without the necessity of the provision of any other documentation.

The Construction Agent shall certify with respect to each such requested disbursement (other than the Closing Date Disbursement): (1) that no payment to be made with respect to any item was theretofore requested to be made from any Project Fund, (2) that each item for which the payment is proposed to be made is or was necessary or appropriate in connection with acquisition, construction, equipping or otherwise improving the Project in accordance with the Plans and Specifications and this Section 3.5, and (3) that a complete copy of the subject disbursement request has been delivered to the Summit Port, the Portage Port and the Trustee.

The Trustee shall not make any disbursement pursuant to a disbursement request until it has received written approval, consistent with this Agreement, of the subject disbursement request from the Summit Port. If there are insufficient moneys in the Project Fund to pay any disbursement request in full, then the Trustee shall notify Plaza,

Kelso and the other Cooperative Parties, in writing, of the amount of shortfall in the Project Fund. Within three Business Days of receipt of such notice from the Trustee, Plaza and Kelso shall deposit the amount of the shortfall in the Project Fund to permit the disbursement to be made.

Upon completion of the Project, the Construction Agent shall deliver to the Trustee, the Summit Port, the Portage Port, Schroer and the County the Final Completion Certificate in accordance with Section 8 of the Construction Agency Agreement. The Summit Port shall review the Final Completion Certificate and, if it is acceptable, shall notify the Trustee of its approval of the Final Complete Certificate and of the completion date of the Project (the "Project Completion Date"). All moneys in the Project Fund remaining after the Project Completion Date and payment, or provision for payment, in full of the costs for which provision is made in subsections (i) through (vii) of this Section 3.5(a) then due and payable shall be used, together with any balance remaining of such retained funds after full payment of all such costs, at the direction of the Authorized Official of the Summit Port, the Authorized Official of the Portage Port, the Authorized Plaza Representative, the Authorized Schroer Representative and the County shall be used (1) to acquire, construct, equip and otherwise improve such additional real and personal property, or any combination thereof, in connection with the Project as permitted under the Act, including expansion of the scope of the Project; provided, however, such moneys will not be used in any way which would result in the loss of the exclusion of the interest on the Series Bonds from gross income for federal income tax purposes, or, (2) if all the Summit Port, the County, the Portage Port, Schroer, Kelso and Plaza do not agree to use such funds, as directed in writing by the Authorized Official of the Summit Port, for the redemption of the Series Bonds in accordance with the Series Supplemental Indenture.

Notwithstanding the foregoing, no moneys shall be disbursed from the Series Proceeds Account until the following conditions have been satisfied, as determined by the Trustee and the Summit Port:

The Construction Agent has presented a fixed-price construction contract, a construction performance bond and builder's risk insurance for the Project in form acceptable to the Portage Port and the Summit Port.

(A) Plaza and Kelso will provide to the Summit Port a Phase I environmental assessment or report relating to the Office Building Improvement site, and (b) Schroer will provide to the Summit Port a Phase I environmental assessment or report relating to the Nursing Home Improvement site, each in form and substance reasonably acceptable to the Summit Port.

The Construction Guaranty has been executed and delivered to the Summit Port, the Portage Port, the County and the Trustee.

(A) Plaza and Kelso will provide an "as built" MAI appraisal of the Office Building Improvement showing the fair market value of the Office Building Improvement to be not less than $1,000,000, and (B) Schroer will provide an "as built" MAI appraisal of the Nursing Home Improvement showing the fair market value of the Nursing Home Improvement to be not less than

$6,000,000, each prepared by an appraiser reasonably acceptable to the Summit Port.

Plaza and Kelso has provided to the Summit Port and the Trustee a certificate stating that, to the best knowledge of Plaza and Kelso, the requirements of subsections (i) through (iv) of this Section 3.5(b) have been satisfied.

Bond Reserve Deposit. Concurrently with the issuance of the Series Bonds, the Bond Reserve Deposit under the Series Supplemental Indenture shall be funded with proceeds of the Series Bonds.

Additional Reserve Fund. Concurrently with the issuance of the Series Bonds, the Additional Reserve Fund shall be established by the Trustee under the Indenture and funded as follows:

Plaza, for its account, shall cause to be delivered to the Trustee an Acceptable Letter of Credit in the initial stated amount of $244,080 (the "Plaza Additional Reserve Letter of Credit").

Schroer, for its account, shall cause to be delivered to the Trustee an Acceptable Letter of Credit in the stated amount of $772,920 (the "Schroer Additional Reserve Letter of Credit").

Each Additional Reserve Fund Acceptable Letter of Credit shall be held by the Trustee to the credit of a separate account in the Additional Reserve Fund under, and in accordance with the terms of, the Series Supplemental Indenture.

Release of Additional Reserve Fund. The Trustee shall release each account in the Additional Reserve Fund, and the Acceptable Letter of Credit held to the credit of such account, in accordance with the following terms:

The Plaza Additional Reserve Letter of Credit shall be released by the Trustee from the Additional Reserve Fund on the earlier of (i) the date on which none of the Series Bonds shall be outstanding; or (ii) the date on which the Trustee has received from Plaza (A) the Final Completion Certificate, and (B) a certificate of occupancy issued by the County or the Township for the Office Building Improvement and the Restaurant Building Improvement, and (C) evidence that the Trustee has received Financing Payments during the most recent full year Revenue Collection Period that equal or exceed 1.30 times the Plaza Proportionate Share of the Maximum Annual Debt Service.

The Schroer Additional Reserve Letter of Credit shall be released by the Trustee from the Additional Reserve Fund on the earlier of (i) the date on which none of the Series Bonds shall be outstanding; or (ii) the date on which the Trustee has received from Schroer (A) a certificate of occupancy issued by the County or the Township for the Nursing Home Improvement, and (B) evidence that the Trustee has received Financing Payments during the most recent full year Revenue Collection Period that equal or exceed 1.30 times the Schroer Proportionate Share of the Maximum Annual Debt Service.

Redemption of Series Bonds upon Failure to Complete Improvements.

Office Building Improvement and Restaurant Building Improvement. The Summit Port shall have the right to direct the Trustee to draw on the Plaza Additional Reserve Letter of Credit and redeem Plaza's Proportionate Share of the Series Bonds on May 15, 2010 in accordance with Section 5(c) of the Series Supplemental Indenture in the event that (i) the Office Building Completion Date and the Restaurant Building Completion Date have not occurred on or before January 1, 2009 and (ii) the Office Building Improvement and Restaurant Building Improvement do not produce Service Payments equal to Plaza's Proportionate Share of the Maximum Annual Debt Service.

Nursing Home Improvement. The Summit Port shall have the right to direct the Trustee to draw on the Schroer Additional Reserve Letter of Credit and redeem Schroer's Proportionate Share of the Series Bonds on May 15, 2010 in accordance with Section 5(c) of the Series Supplemental Indenture in the event that (i) the Nursing Home Completion Date has not occurred on or before January 1, 2009 and (ii) the Nursing Home Improvement does not produce Service Payments equal to Schroer's Proportionate Share of the Maximum Annual Debt Service.

Investment of Funds. At the oral or written request of an Authorized Official of the Summit Port, any moneys held as part of the Project Fund shall be invested or reinvested by the Trustee in Eligible Investments (as defined in the Indenture).

The Portage Port, the Summit Port, the Construction Agent, and the County each hereby covenants, to the extent within its control, that it will restrict that investment and reinvestment and the use of the proceeds of the Series Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Series Bonds or subsequent intentional acts, so that no portion of the Series Bonds will constitute arbitrage bonds under Section 148 of the Code.

The County and the Portage Port shall provide the Summit Port with, and the Summit Port may base its certifications as authorized by the Bond Legislation on, a certificate of an appropriate officer, employee or agent of or consultant to the County and the Portage Port for inclusion in the transcript of proceedings for the Series Bonds, setting forth the reasonable expectations of the County and the Portage Port on the date of delivery of and payment for the Series Bonds regarding the amount and use of the proceeds of the Series Bonds and the facts, estimates and circumstances on which those expectations are based.

Rebate Fund. Within 20 days after the end of each Bond Year (as defined in the Indenture) and within 20 days after payment in full of all outstanding Series Bonds, the Trustee shall furnish to the Summit Port information as to earnings on the Revenue Fund, the Bond Fund, the Project Fund, the Series Primary Reserve Account, the Program Reserve Fund and the Program Development Fund in sufficient detail so as to permit the Summit Port to make or cause to be made, at the expense of the County (but solely from County Project Revenues), a calculation by an independent entity satisfactory to the Summit Port of the amount of Excess Earnings (as defined in the Indenture) as of the end of that Bond Year or the date of such payment and shall notify the Trustee of that amount. If the amount then on deposit in the Rebate Fund created under the Indenture is less than the amount of Excess Earnings (computed by taking into account the amount or amounts, if any, previously paid to the United States

pursuant to Section 5.09 of the Basic Indenture and this Section), the Summit Port shall, within five days after the date of the aforesaid calculation, notifying the Trustee of these Administrative Amounts to be paid and request the Trustee to transfer sufficient funds from Assigned Service Payments to pay such amounts or request the Trustee to pay from funds or accounts related to the Series Bonds, other than the Series Principal Payment Account or the Series Interest Payment Account, an amount for deposit in the Rebate Fund sufficient to cause the Rebate Fund to contain an amount equal to the Excess Earnings. The obligation of the Summit Port to notify the Trustee of the Administrative Amounts to be paid shall remain in effect and be binding upon the Summit Port notwithstanding the release and discharge of this Agreement or the Indenture.

(End of Article III)

Financing Payments

Financing Payments. Upon the terms and conditions of this Agreement, the Summit Port will finance the Project by the issuance of the Series Bonds. In consideration of those undertakings by the Summit Port, the County shall make, as Financing Payments, payments on or before each Financing Payment Date, the Assigned Service Payments, but solely from the County Project Revenues. In order to provide for the payment of the Financing Payments, the County shall pay to the Trustee within 30 days after receipt, all Assigned Service Payments, as the same shall be received by the County. Any Excess Service Payments will be used (and the Summit Port shall so direct the Trustee), at the earliest practicable date, to redeem the Series Bonds, provided that no redemption shall be required to occur unless the aggregate amount of Series Bonds to be redeemed on any date would equal or exceed $25,000, with such redemptions being credited against the last Financing Payments required to be made hereunder.

All Financing Payments shall be paid to the Trustee and shall be deposited by the Trustee in the funds, accounts and subaccounts as provided in the Series Supplemental Indenture to pay Bond Service Charges and Administrative Amounts when due.

Notwithstanding anything in this Agreement to the contrary, the County's obligation under this Agreement to make Financing Payments shall be a special obligation of the County and the Financing Payments shall be required to be made solely from County Project Revenues. The obligations of the County under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the County under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County, and the Summit Port does not have and shall not have any right to have taxes levied by the County for the payment of Financing Payments.

Upon the County's execution and delivery of this Agreement, all moneys received by or on behalf of the County from the collection of the Service Payments shall be deemed to have been appropriated to pay the County's obligations hereunder. While this Agreement is in effect, the County shall take such further actions as may be necessary or appropriate to appropriate and maintain the moneys received from the collection of the Service Payments in accordance with this Agreement. The County shall have no obligation to use or apply to the payment of Financing Payments any funds or revenues from any other source other than the County Project Revenues.

Except for such interests as may hereafter arise pursuant to Section 5.07 of the Basic Indenture, the County, the Portage Port, the Developers and the Summit Port each acknowledge that neither the County, the Portage Port, the Developers nor the Summit Port has any interest in the Special Funds and any moneys deposited in those Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders of the Series Bonds, in accordance with the Indenture.

Place of Payments. The County shall make all Financing Payments directly to the Trustee at the corporate trust office of the Trustee designated by the Trustee.

Obligations Unconditional. The obligation of the County to make Financing Payments solely from the moneys received by the County from the County Project Revenues shall be

absolute and unconditional, and, except as expressly provided in this Agreement, the County shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the County may have or assert against the Summit Port, the Portage Port, the Trustee, the Developers, ROR or any other Person.

All of the obligations of the County under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the County within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus, but only by the express beneficiaries of any covenant of the County.

Assignment of Agreement and Revenues. To secure the payment of Bond Service Charges, the Summit Port shall assign to the Trustee by the Series Supplemental Indenture its rights under and interests in this Agreement (except for the Unassigned Issuer's Rights), and the Pledged Revenues. The County, the Portage Port, and the Developers hereby agree and consent to those assignments.

Collection of Delinquent Service Payments. Provided that any reasonable costs incurred in connection herewith by the County shall be deemed Administrative Amounts, the County shall, at the direction of the Trustee or the Summit Port, take all actions available to it to collect delinquent Service Payments and to cause any lien securing the delinquent Service Payments to be enforced through prompt and timely foreclosure proceedings or filing and prosecution of mandamus or other appropriate proceedings to induce the County Treasurer to institute such prompt and timely foreclosure proceedings.

TIF Fund; Assignment of County Project Revenues.

Each Developer shall have prepared and filed or caused to be prepared and filed in cooperation with the Summit Port all necessary applications and supporting documents to obtain the exemption from real property taxation for the Property authorized by the TIF Act and the TIF Legislation to enable the County Treasurer, or its designee, to collect Service Payments thereunder and to disburse such payments to or for the account of the County for deposit into the TIF Fund in accordance herewith.

The County has established the TIF Fund pursuant to the TIF Legislation and the TIF Act .

To the extent permitted by law, so long as the Series Bonds shall be outstanding and amounts shall be due and owing hereunder, the County assigns to the Summit Port all of its right, title and interest in and to the County Project Revenues (including, but not limited to any right it has to receive amounts pursuant to this Agreement) and agrees to pay and transfer the County Project Revenues to the Trustee as provided herein (which agreement may be enforced by the Trustee or Summit Port as provided in Section 4.3 hereof), and acknowledges that, pursuant to the Series Supplemental Indenture, the Summit Port grants to the Trustee all right, title and interest of the Summit Port in and to the Service Payments and any other County Project Revenues.

Administrative Amounts. Except to the extent such amounts are paid from the proceeds of the Series Bonds, in a manner consistent with Section 4.1 hereof, the County hereby

directs and authorizes the Trustee to pay (i) to the Summit Port, as Administrative Amounts hereunder, any and all costs and expenses incurred or to be paid by the Summit Port in connection with the issuance and delivery of the Series Bonds or otherwise related to actions taken by the Summit Port under this Agreement or the Indenture and (ii) to the Portage Port, as Administrative Amounts hereunder, any and all costs and expenses incurred or to be paid by the Portage Port in connection with the acquisition, construction, equipping, installing, improvement and development of the Project; provided, however, that such payments shall be made only from County Project Revenues or pursuant to the indemnification provisions of Section 5.2.

The County hereby directs and authorizes the Trustee to pay to the Trustee, the Registrar and any Paying Agent or Authenticating Agent, their reasonable fees, charges and expenses for acting as such under the Indenture; provided, however, that such payments from the Trustee shall be made only from County Project Revenues.

(End of Article IV)

Right of Inspection. Subject to reasonable security and safety regulations and upon reasonable notice to the Construction Agent, the County, the Summit Port, the Portage Port and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Project during the construction thereof.

Indemnification by the Plaza and Kelso.

Plaza and Kelso hereby release the Summit Port, the Portage Port, Schroer and the County, and their respective officials, officers, directors and employees (the "Plaza Indemnified Parties"), from, agrees that the Plaza Indemnified Parties shall not be liable for and indemnifies the Plaza Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against a Plaza Indemnified Party on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipping and improvement of the Project during the Construction Period; (ii) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipping, improvement, maintenance, operation and use of any Improvements on the Property constructed by or on behalf of Plaza or Kelso; (iii) any breach or default on the part of Plaza or Kelso in the performance of any covenant, obligation or agreement under this Agreement, any contract for the construction of the Project, or other Transaction Document, or arising from any act or failure to act by Plaza or Kelso or any of the agents, contractors, servants, employees or licensees of Plaza or Kelso; (iv) any information or certification furnished by Plaza or Kelso in connection with the issuance of the Series Bonds or the Project, including, without limitation, any information or certification furnished by Plaza or Kelso to assure the exclusion from gross income for federal income tax purposes of interest on the Series Bonds; (v) the failure of Plaza or Kelso to comply with any requirement of this Agreement or any other Transaction Document; (vi) any failure of compliance with the provisions of Ohio Revised Code Section 4115.05, the Act, or any other applicable provision of the Ohio Revised Code; (vii) any action taken by the Summit Port, the Portage Port or the County pursuant to the terms of this Agreement, any other Transaction Document or any other related instrument or document at the request of or with the consent of Plaza or Kelso; (viii) any and all costs reasonably related to and reasonably incurred by the County in connection with the County's efforts to collect delinquent Service Payments; (ix) a violation by Plaza or Kelso of an Environmental Laws with respect to the Project or the provision of Improvements on the Property owned by Plaza or Kelso, including without limitation, any the storage, release, discharge or disposal of Hazardous Materials thereon; and (x) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) above.

Plaza and Kelso agree to indemnify and hold the Trustee harmless against all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses

and reasonable legal fees (including the allocated costs and expenses of in-house counsel and legal staff) ("Losses") that may be imposed on, incurred by or asserted against the Trustee for following any instructions or other directions upon which the Trustee is authorized to rely pursuant to the terms of the Indenture, this Agreement or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, Plaza and Kelso agree to indemnify and hold the Trustee harmless from and against any and all Losses as a result of action or inaction on the part of Plaza and Kelso that may be imposed on, incurred by, or asserted against, the Trustee in connection with or arising out of any Trustee's performance under this Agreement, the Indenture, or any other Transaction Document, provided the Trustee has not acted with gross negligence or engaged in willful misconduct.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving a Plaza Indemnified Party, in respect of which indemnity may be sought hereunder, the Plaza Indemnified Party seeking indemnity promptly shall give notice of that action or proceeding to Plaza and Kelso, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve Plaza or Kelso from any of its obligations under this Section unless, and only to the extent, that failure prejudices the defense of the action or proceeding by Plaza or Kelso. An Indemnified Party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the Plaza Indemnified Party unless (a) the employment of such counsel has been specifically authorized by Plaza and Kelso in writing, or (b) Plaza and Kelso have failed to assume the defense and to employ counsel or (c) the named parties to any such action (including any impleaded parties) include both a Plaza Indemnified Party and Plaza and Kelso and such Plaza Indemnified Party shall have been advised by its counsel that there may one or more legal defenses available to it which are different from or additional to those available to Plaza and Kelso, in which case, if the Plaza Indemnified Party notifies Plaza and Kelso in writing that it elects to employ separate counsel at Plaza and Kelso's expense, Plaza and Kelso shall not have the right to assume the defense of such action on behalf of such Plaza Indemnified Party and Plaza and Kelso shall be responsible for payment of the fees and expenses of such separate counsel. The Plaza Indemnified Party seeking indemnity agrees to fully cooperate with Plaza and Kelso to the extent such cooperation does not prejudice the position of such Plaza Indemnified Party and lend Plaza and Kelso such assistance as Plaza and Kelso shall reasonably request in defense of any claim, demand, action or proceeding. Plaza and Kelso shall not, nor shall any Plaza Indemnified Party, be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, officers, directors, employees and agents of the Summit Port, the Portage Port, the County and the Trustee, respectively, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Series Bonds.

Indemnification by Schroer.

Schroer hereby releases the Summit Port, the Portage Port, Plaza, Kelso, Casamento, Flynn and the County, and their respective officials, officers, directors and employees (the "Schroer Indemnified Parties"), from, agrees that the Schroer Indemnified Parties shall not be liable for and indemnifies the Schroer Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against a Schroer Indemnified Party on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipping, improvement, maintenance, operation and use of any Improvements on the Property constructed by or on behalf of Schroer; (ii) any breach or default on the part of Schroer in the performance of any covenant, obligation or agreement under this Agreement or other Transaction Document to which Schroer is a party, or arising from any act or failure to act by Schroer or any of the agents, contractors, servants, employees or licensees of Schroer; (iii) any information or certification furnished by Schroer in connection with the issuance of the Series Bonds or the Project, including, without limitation, any information or certification furnished by Schroer to assure the exclusion from gross income for federal income tax purposes of interest on the Series Bonds; (iv) the failure of Schroer to comply with any requirement of this Agreement or any other Transaction Document to which Schroer is a party; (v) any action taken by the Summit Port, the Portage Port or the County pursuant to the terms of this Agreement, any other Transaction Document to which Schroer is a party or any other related instrument or document at the request of or with the consent of Schroer; (vi) any and all costs reasonably related to and reasonably incurred by the County in connection with the County's efforts to collect delinquent Service Payments owed by Schroer; (vii) a violation by Schroer of an Environmental Laws with respect to the provision of Improvements on the Property owned by Schroer, including without limitation, any the storage, release, discharge or disposal of Hazardous Materials thereon; and (viii) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) above.

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

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving a Schroer Indemnified Party, in respect of which indemnity may be sought hereunder, the Schroer Indemnified Party seeking indemnity promptly shall give notice of that action or proceeding to Schroer, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or

proceeding; provided, that failure of a party to give that notice shall not relieve Schroer from any of its obligations under this Section unless, and only to the extent, that failure prejudices the defense of the action or proceeding by Schroer. A Schroer Indemnified Party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the Schroer Indemnified Party unless (a) the employment of such counsel has been specifically authorized by Schroer in writing, or (b) Schroer has failed to assume the defense and to employ counsel or (c) the named parties to any such action (including any impleaded parties) include both a Schroer Indemnified Party and Schroer and such Schroer Indemnified Party shall have been advised by its counsel that there may one or more legal defenses available to it which are different from or additional to those available to Schroer, in which case, if the Schroer Indemnified Party notifies Schroer in writing that it elects to employ separate counsel at Schroer's expense, Schroer shall not have the right to assume the defense of such action on behalf of such Schroer Indemnified Party and Schroer shall be responsible for payment of the fees and expenses of such separate counsel. The Schroer Indemnified Party seeking indemnity agrees to fully cooperate with Schroer to the extent such cooperation does not prejudice the position of such Schroer Indemnified Party and lend Schroer such assistance as Schroer shall reasonably request in defense of any claim, demand, action or proceeding. Schroer shall not, nor shall any Schroer Indemnified Party, be liable for any settlement made without its consent.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, officers, directors, employees and agents of the Summit Port, the Portage Port, the County and the Trustee, respectively, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Series Bonds.

Notwithstanding the above provisions of this Section 5.3, Schroer shall have no obligation to indemnify and other party for Plaza or Kelso's obligations pursuant to this Cooperative Agreement or pursuant to any other Transaction Documents.

County, Summit Port and Developers Not to Adversely Affect Exclusion from Gross Income of Interest on Series Bonds. The County, the Portage Port, the Summit Port and the Developers each hereby represent that it has taken and caused to be taken, and covenant that it will take and cause to be taken, all actions that may be required of it, for the interest on the Series Bonds to be and remain excluded from gross income for federal income tax purposes, and represent that it has not taken or permitted to be taken on its behalf, and covenant that they will not take or permit to be taken on their behalf, any actions that would adversely affect such exclusion under the provisions of the Code. Notwithstanding the foregoing, the neither the County nor the Summit Port shall be required to expend funds, whether to pay any amount as part of a closing agreement with the Internal Revenue Service, or otherwise, for the interest on the Series Bonds to be and remain excluded from gross income for federal income tax purposes, except, in the case of the Summit Port from Pledged Revenues and, in the case of the County, from County Project Revenues.

Litigation Notice; Management. The County, the Portage Port and each of the Developers shall give the Trustee and the Summit Port prompt notice of any action, suit or proceeding by or against the County, the Portage Port or either of the Developers at law or in

equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the County, the Portage Port or either of the Developers has notice, which, if adversely determined, would materially impair the right or ability of the Construction Agent to complete the Project, either of the Developers or any Person acquiring any part of the Property from either of the Developers to complete any Improvements on the Property owned by such Developer, or would materially and adversely affect the ability of either Developer to make Service Payments together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Construction Agent or such Developer, as the case may be, in response thereto.

Assignment by Kelso, Plaza and Schroer. The interests of (a) Kelso and Plaza arising under this Agreement may not be assigned in whole or in part prior to completion of the Project and delivery of the Final Completion Certificate and completion of the Office Building Improvement, and (b) Schroer arising under this Agreement may not be assigned in whole or in part prior to completion of the Nursing Home Improvement, without in either case obtaining the prior written consent of the Summit Port. Schroer will not be required to obtain prior written consent in order to enter into a triple-net leasing arrangement with a related party.

(End of Article V)

Redemption

Redemption of Series Bonds. The Summit Port has the exclusive right to effect redemption of all or part of the then outstanding Series Bonds that it has issued on any available redemption date on which such redemption may be made under the applicable provisions of the Series Bonds and the Indenture. Nothing herein is intended to or shall give any Person any right to redeem Series Bonds except in accordance with the terms thereof and of Section 4.01 of the Indenture.

Financing Payment Abatement. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Series Bonds in accordance with the Indenture so that after such payment or defeasance none of the Series Bonds will be outstanding under the Indenture, then the Summit Port shall direct the Trustee to cause that redemption or defeasance in accordance with the Indenture. Subject to Sections 8.1 and 8.8 hereof, upon the redemption or defeasance of all Series Bonds and the payment of all other amounts due under the Indenture, including, but not limited to, Administrative Amounts due and unpaid, the County, the Developers, the Portage Port and the Summit Port shall be entitled to terminate this Agreement by an agreement in writing, provided, however, that provision, satisfactory to the Trustee, the County, the Portage Port and the Summit Port shall have been made prior to such termination for the payment to the County, the Portage Port, the Summit Port or the Trustee of any amounts due them in connection with the Project or the issuance of the Bonds or under this Agreement. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of Financing Payments.

(End of Article VI)

Events of Default and Remedies

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

The County shall fail to transfer the County Project Revenues to the Trustee when required to do so and such failure continues for five calendar days.

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

Any representation or warranty made by the County, the Portage Port or a Developer herein or any statement in any report, certificate, financial statement, in the Transaction Documents or any other instrument furnished in connection with this Agreement or with the purchase of the Series Bonds shall at any time prove to have been false or misleading in any material respect when made or given.

A Developer shall fail to make any Service Payment required to be made by it under this Agreement when due

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

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

The Trustee may refuse requests and orders from the Construction Agent for the disbursement of funds from the Project Fund pursuant to the this Agreement and the Series Supplemental Indenture.

The Trustee may exercise any or all or any combination of the remedies specified in the Indenture.

The Summit Port or the Trustee may, subject to state and federal laws and regulations governing privacy and/or the protection of medical records and health care

information and any other applicable laws and regulations, have access to, inspect, examine and make copies of the books, records, accounts and financial data of the County, the Portage Port, or any Developer pertaining to the Service Payments, the County Project Revenues, any amounts required to be paid by any Developer hereunder, the Project or the Property over which the Developers have control.

The Summit Port or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the County, the Portage Port, or the Developers under the Transaction Documents, except that pursuant to the Series Supplemental Indenture, the Trustee may not accelerate payment of Bond Service Charges.

Notwithstanding the foregoing, neither the Trustee nor the Summit Port shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Summit Port or the Trustee at no cost or expense to the Summit Port or the Trustee. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the respective Indenture.

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

Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the Summit Port or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the County or the collection of sums due thereunder, the County shall reimburse the Summit Port and the Trustee as applicable, for the reasonable expenses so incurred upon demand in the manner provided for Administrative Amounts. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the Interest Rate for Advances, to the extent permitted by law, shall constitute indebtedness secured by this Agreement and in any action brought to collect that indebtedness or to enforce this Agreement, the Trustee or the Summit Port, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or judicial order or decision entered in such proceedings; provided that any obligation of the County under this Section 7.4 shall be payable solely from County Project Revenues and such obligation shall not be a debt or pledge of the full faith and credit of the County nor a general obligation of the County.

If an Event of Default by a Developer should occur and the Summit Port, the Portage Port, the Trustee or the County should incur expenses, including attorneys fees, in connection

with the enforcement of this Agreement or the Transaction Document against such Developer, or the collection of sums due hereunder or thereunder, that Developer agrees to reimburse the Summit Port, the Portage Port, the Trustee and the County, as applicable, for the reasonable expenses so incurred upon demand.

No Waiver. No failure by the Summit Port or the Trustee to insist upon the strict performance by the County, the Portage Port or a Developer of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the County or the Developers to observe or comply with any provision hereof.

Notice of Default. The County, the Portage Port and each a Developer shall notify the Trustee and the other Cooperative Parties promptly if any of them becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

Miscellaneous

Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Series Bonds to the Underwriter (i) until May 15, 2039 or (ii) such time as all sums payable by the County under this Agreement shall have been paid (except for the respective obligations of the Cooperative Parties under Sections 2.7, 2.8, 5.2, 5.3, and 7.4 hereof, which shall survive any termination of this Agreement), whichever shall come later. Notwithstanding the foregoing, provided that the Series Bonds shall no longer be outstanding and all other sums under this Agreement have been paid, the County and Summit Port, may by written instrument agree to terminate this Agreement except for Sections 2.7, 2.8, 5.2, 5.3 and 7.4 hereof.

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

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

The obligations of the Summit Port under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Summit Port under this Agreement do not and shall not represent or constitute a debt or pledge

of the faith and credit or taxing power of the Summit Port, and neither the County, the Portage Port, the Developers, nor any other party shall have any right to have taxes levied by the Summit for the payment of its obligations under this Agreement.

Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Summit Port, the Portage Port, the County, and the Developers, and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the County and the respective interests of the Summit Port under this Agreement may not be assigned by the Summit Port except by the Summit Port to the Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

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

Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

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

(End of Article VIII)

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

Approved as to form and correctness:

_____
Prosecuting Attorney
County of Portage

COUNTY OF PORTAGE, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

SUMMIT COUNTY PORT AUTHORITY

By: _____
Christopher Burnham, President

PORTAGE COUNTY PORT AUTHORITY

By: _____
Thomas Chema, Chairman

PLAZA FIELD LTD.

By: _____
Name: _____
Title: _____

KELSO DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

SCHROER PROPERTIES OF RAVENNA, INC.

By: _____
Name: _____
Title: _____

MICHAEL R. CASAMENTO

JOHN J. FLYNN

ROR, LLC

By: _____
Name: _____
Title: _____

SZAMBECKI, LLC

By: _____
Name: _____
Title: _____

DWW PIZZA, LLC

By: _____
Name: _____
Title: _____

KDCA HOWE NORTH, LLC

By: _____
Name: _____
Title: _____

COUNTY OF PORTAGE

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County of Portage, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2008 under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____
Auditor
County of Portage

Dated: March ___, 2008

* * * * *

SUMMIT COUNTY PORT AUTHORITY

FISCAL OFFICER'S CERTIFICATE

The undersigned, Assistant Secretary and Assistant Fiscal Officer of the Summit County Port Authority, hereby certifies that the moneys required to meet the obligations of the Summit Port during the year 2008 under the Agreement have been lawfully appropriated by the Legislative Authority of the Summit Port for such purposes and are in the treasury of the Summit Port or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____
Assistant Secretary and Assistant Fiscal Officer
Summit County Port Authority

Dated: March ___, 2008

PORTAGE COUNTY PORT AUTHORITY

FISCAL OFFICER'S CERTIFICATE

The undersigned, Secretary-Treasurer and Fiscal Officer of the Portage County Port Authority, hereby certifies that the moneys required to meet the obligations of the Portage Port during the year 2008 under the Agreement have been lawfully appropriated by the Legislative Authority of the Portage Port for such purposes and are in the treasury of the Summit Port or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____

Secretary-Treasurer and Fiscal Officer
Portage County Port Authority

Dated: March ___, 2008

EXHIBIT A

Property

The Property consists of that real property delineated in the land records of the County of Portage as:

Parcel Nos.:
04-032-00-00-059-000
04-031-20-00-054-000
04-032-00-00-061-000
04-032-00-00-062-000
04-031-00-00-005-001

EXHIBIT B

Project Description

The Project is the acquisition, construction and improvement of public roads, sidewalks, street lighting, sanitary sewers, storm sewers, water improvements and other appurtenant improvements, all together with the necessary appurtenances thereto, provided in accordance with the Construction Agency Agreement.

EXHIBIT C

DISBURSEMENT REQUEST NO. ___ FROM PROJECT FUND
(Portage County - Plaza/Schroer Project)

Pursuant to Section 3.5 of the Cooperative Agreement dated as of March 1, 2008 (the "Cooperative Agreement") between the Summit Port, the Portage Port, the County, and the Developers, the undersigned, as Construction Agent, hereby requests and authorizes the Trustee, as trustee under the Indenture, having custody of the Project Fund, to pay to the Construction Agent, or the other person(s) listed on the disbursement schedule attached hereto (the "Disbursement Schedule"), for payment, or reimbursement for payment, the Project Costs described therein, out of the moneys on deposit in the Project Fund, the respective amounts specified on the Disbursement Schedule, all in accordance with the terms of the Cooperative Agreement and the Construction Agency Agreement (capitalized word and terms not otherwise defined herein having the meanings assigned to them in the Cooperative Agreement).

In connection with this request and authorization (the "Disbursement Request"), the undersigned hereby certifies that:

1. This Disbursement Request does not include any item for which payment has been heretofore requested to be made from the Project Fund.

2. Each item for which the payment is proposed to be made is or was necessary or appropriate in connection with the provision of the Project in accordance with the Cooperative Agreement, the Construction Agency Agreement and the Plans and Specifications.

3. The Construction Agent has complied with each of the requirements for disbursement under the Cooperative Agreement and the Construction Agency Agreement and the items for which this Disbursement Request is made have been satisfactorily completed in accordance with the Plans and Specifications.

4. The undisbursed portion of the Project Fund, together with any other funds from the sources identified in the Cooperative Agreement, equals or exceeds the amount necessary to pay for completion of the Project in accordance with the Plans and Specifications.

Construction Agent:
Plaza Field Ltd.

Dated: _____

By _____
Name: _____
Title: _____

Approved in accordance with the Cooperative Agreement:

Summit County Port Authority

By _____
Authorized Official
Name: _____
Title: _____
Dated: _____

DISBURSEMENT SCHEDULE NO. ____

PAYEE	PAYMENT	PURPOSE	ACCOUNT

EXHIBIT D

Description of Nursing Home Improvement

The Nursing Home Improvement includes the acquisition, construction, installation and equipment of an approximately 46,000 square foot 79-bed nursing home facility located at 1463 Tallmadge Road in the Township of Brimfield, Ohio.

EXHIBIT E

Description of Office Building Improvement

The Office Building Improvement includes the acquisition, construction, installation and equipment of an approximately 6,300 square foot medical arts building located at 1365 Kelso Drive in the Township of Brimfield, Ohio.

EXHIBIT F

Description of Restaurant Building Improvement

The Restaurant Building Improvement includes the acquisition, construction, installation and equipment of an approximately 4,000 square foot Pizza Hut restaurant at the southeast corner of Kelso Drive and State Route 43 in the Township of Brimfield, Ohio.

* * * * *

RESOLUTION No. 08-0293 - RE: ENTER INTO SUBGRANT AGREEMENT G-89-20-1133 BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND THE PORTAGE COUNTY BOARD OF COMMISSIONERS.

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the Board of Portage County Commissioners agrees to enter into Subgrant Agreement G-89-20-1133 with the Ohio Department of Job and Family Services on behalf of the Portage County Department of Job and Family Services (CDJFS); and be it further

RESOLVED, that the Subgrant Agreement will be in effect from July 1, 2008 through June 30, 2009; and be it further

RESOLVED, that the Board of Commissioners notes that the Portage County Prosecutor's Office reviewed this agreement, advising that it is acceptable and appropriate; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0294 - RE: AMEND RESOLUTION 08-0121 TO SET BID DATE FOR THE SALE OF UNUSED/EXCESS REAL ESTATE OWNED BY THE PORTAGE COUNTY COMMISSIONERS

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following resolution be adopted:

WHEREAS, Resolution 08-0121 was adopted January 31, 2008 to set the bid date for the sale of unused/excess real estate owned by the Portage County Commissioners; and

WHEREAS, Resolution 08-0121 reads that parcel 12-054-00-00-001-000 consisting of 5.33 acres located in Franklin Township, Ohio declared as County owned unused/excess property under the jurisdiction of the Board of Commissioners is for sale to be sold to the highest bidder;

WHEREAS, Resolution 08-0121 reads that sealed bids will be accepted by the Portage County Internal Services Director, County Administration Building Rm. 701, 449 S. Meridian St., until 3:00 p.m. on March 17, 2008 and that the notice of receiving bids shall be published in the Record Courier on February 8, 15, 22 and 29, 2008 and a copy thereof be posted on the County's website and bulletin board of the Board forthwith; now therefore be it

RESOLVED, that the parcel 12-054-00-00-001-000 consisting of 5.86 acres located in Franklin Township, Ohio declared as County owned unused/excess property under the jurisdiction of the Board of Commissioners is for sale to be sold to the highest bidder; and be if further

RESOLVED, that the date for receiving bids shall be amended to 3.00 p.m. on April 30th, 2008 and that the notice of receiving bids shall be published in the Record Courier on March 31, April 7, 14, and 21, 2008 and a copy of thereof be posted on the County's website and bulleting board of the Board forthwith; and be it further

RESOLVED, that the minimum bid to be accepted shall be Five thousand, eight hundred and 00/100 dollars ($5,800.00); and be if further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTION No. 08-0295 - RE: PORTAGE COUNTY MEMBERS SERVING ON THE GEAUGA-ASHTABULA-PORTAGE PARTNERSHIP WORKFORCE INVESTMENT BOARD (GAPP WIB) EXECUTIVE COMMITTEE

It was moved by Charles W. Keiper II, seconded by Maureen T. Frederick that the following Resolution be adopted:

WHEREAS, the Board of Commissioners of Geauga, Ashtabula and Portage Counties have established the Area 19 Workforce Investment Board, in conjunction with the Federal Workforce Act of 1998, called the GEAUGA-ASHTABULA-PORTAGE PARTNERSHIP WORKFORCE INVESTMENT BOARD (GAPP WIB); and

WHEREAS, GAPP WIB consists of 35 members, with the GAPP WIB Executive Committee comprised of three appointments from each County's GAPP WIB appointments; now therefore be it

RESOLVED, the Portage County Board of Commissioners appoints the following GAPP WIB Executive Committee member through June 30, 2009:

Name	Agency/Business	Category
Gary Locke	City of Kent Economic Development Office	Economic development

;and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote as follows:

Christopher Smeiles, Yea; Charles W. Keiper II, Yea; Maureen T. Frederick, Yea;

* * * * *

RESOLUTIONS
March 27, 2008

1. Approval of Meeting Minutes from the March 25, 2008 regular Board Meeting as presented.
2. Approve the Bills as presented by the County Auditor and reviewed by the Internal Auditor./08-0278
3. Approve the wire transfer as presented by the County Auditor./08-0279
4. Approve the Journal Vouchers as presented by the County Auditor./08-0280
5. Approve the Then & Now as presented by the Portage County Auditor./08-0281
6. Accept Lynn Lane between Meridian Street and Park Way, City of Ravenna./08-0282
7. Amend Resolution No. 07-0933 and 07-0537 to accept an additional FY08 addendum for the 408 subsidy grant agreement between the Board of Portage County Commissioners (on behalf of Adult Probation) and the State of Ohio for community based corrections program, also known as 408 Non-Residential misdemeanant (Adult Probation), incorporating the Governor's Executive Order 2007-01 into the grant agreement./08-0283
8. Amend Resolution No. 07-0932 and 07-0536 to accept an additional FY08 addendum for the 407 subsidy grant agreement between the Board of Portage County Commissioners (on behalf of Adult Probation) and the State of Ohio for community based corrections program, also known as 407 Non-Residential felony (Adult Probation), incorporating the Governor's Executive Order 2007-01 into the grant agreement./08-0284
9. Approve second FY 2008 addendum for the 408 subsidy grant agreement between the Board of Portage County Commissioners (on behalf of Adult Probation) and the State of Ohio for community based corrections program, also known as 408 Non-Residential misdemeanant (Adult Probation) to accept an additional $1,600./08-0285
10. Appointment to the Family & Children's First Council of Portage County – Field Local Schools. (Executive Assistant)./08-0286
11. Appointment to the Family & Children's First Council of Portage County – Southeast Local Schools. (Executive Assistant)./08-0287
12. Approve plans and specifications and set date for accepting bids for the 2008 resurfacing project. (County Engineer)./08-0288

* * * * *

INVITATIONS/MEETING NOTICES
March 27, 2008

1. Invitation from Mental Health & Recovery Board for the 2008 Annual Dinner on Thursday, May 22, 2008, 6:00 PM at the American Legion Hall, Kent.

2. Invitation from the Portage County Senior Service Center for the Senior Safari 2008 on Monday, May 12, 2008, 10:00 AM-1:30 PM, NEOUCOM.

3. Invitation from United Way for Portage County's Second Annual Gourmet Gala on Sunday, April 13, 2008, Our Lady of Perpetual Help Party Center, Aurora, 2:00-5:00 PM.

* * * * *

INCOMING CORRESPONDENCE
DISCUSSION
March 27, 2008

1. The Board of Commissioners received the 2008 Awards of Excellence Competition Call for Entries from the National Association of County Information Officers (NACIO). Does the Board wish to nominate/Board of Commissioners agreed to submit the Annual Report

2. Does the Board wish to attend the Saturday, May 17, 2008 Portage County Township Association Quarterly meeting to introduce Bill Ulik/The Board of Commissioners will attend

3. March 26, 2008 e-mail from Sally Kelly, regarding the Community Block Grant Program. Does the Board want Ms. Kelly to complete the paperwork/Ms. Kelly to complete the application

* * * * *

JOURNAL ENTRIES
March 27, 2008

1. Board of Commissioners' authorization requested to pay Invoice No. XCJW53WN4, dated March 19, 2008 for the purchase of three personal computers (Commissioner Frederick, Commissioners' Clerk and Commissioners' Clerk Boardroom) $ 4,876.32 as presented by Dell Marketing.

2. The Board of Commissioners received the Annual Report for year ending June 30, 2007 as presented by the Portage Private Industry Council, Inc.

3. Board of Commissioners' authorization requested to have Commissioner Smeiles sign the Housing Semi Annual Program Income Report for the period June 30, 2007 through December 31, 2007 as requested by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting the report appears to be appropriate, properly authorized and accurately supported.

4. Board of Commissioners' authorization requested to have Commissioner Smeiles sign the ED Revolving Loan Fund semi-annual report for the period June 30, 2007 as requested by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting the report appears to be appropriate, authorized and supported by documents reviewed.

5. March 21, 2008 Certificate of the County Auditor that the Total Appropriations from each fund do not exceed the Official Estimate Resources for the fiscal year beginning January 1, 2008 as presented by the Portage County Auditor's Office.

6. Board of Commissioners' authorization requested to allow use of the Portage County courthouse lawn on Thursday, July 24, 2008 and Thursday, May 22, 2008 for the Home Heritage Concert from 7:00-9:30 PM as requested by Scott Mikula, Home Savings Bank.

7. Board of Commissioners' authorization requested to have Commissioner Smeiles and Commissioner Keiper sign the State of Ohio Office of Housing and Community Partnerships Request for Payment and Status of Funds Report, Draw No. 403 for $ 34,085.00 for Grant No. B-C-06-062-2 as requested by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting all documents appear to agree and to be properly authorized.

* * * * *

REFERRED
March 27, 2008

1. March 21, 2008 correspondence from Franklin Gray, Pinelane Properties LLC, regarding roof access./Forward to JoAnn Townend, Internal Services for investigation.

2. The Board of Commissioners received the March 15, 2008 Notice of Receipt of 401 Application and Public Hearing from the Ohio EPA for applicant MFL Properties, LLC./Forward to Water Resources for review and comment.

3. The Board of Commissioners received the March 19, 2008 Citizen Advisory entitled Final Ozone Plan for Cleveland-Akron to US EPA: Public Hearing to be held on April 2nd as presented by the Ohio EPA./Forward to Water Resources Department for review and comment.

4. March 21, 2008 e-mail from Patricia Cooper, regarding the labor opening on Area 19 Workforce Investment Board./Forward to Executive Assistant.

* * * * *

PLEASE ADD TO YOUR AGENDA
March 27, 2008

1. Board of Commissioners' signature requested on the payment authorization form for $ 60,000 payable to Portage title Agency Inc. for the purchase of three lots to be used for new construction for Habitat for Humanity as requested by the Regional Planning Commission. The B-F-07 Formula Grant Activity #4 New Construction is funding this expense. Documents reviewed by Carol Kurtz, Internal Auditor noting the request appears to be proper and appropriately authorized/Journal Entry.

* * * * *

INFORMATION ONLY
March 27, 2008

1. March 21, 2008 correspondence from Michael Sharb, Squires, Sanders including a copy of the transcript of proceedings for the Sewerage System Improvement Revenue Bonds, Series 2007 for $2,400,000.

2. March 25, 2008 e-mail from Anita Herington, Job and Family Services, regarding the 2008-19 Tax Offset and Rebate.

* * * * *

Journal Entry
March 27, 2008

Motion by Charles W. Keiper II, seconded by Maureen t. Frederick to approve the following actions:

1. The Board of Commissioners authorized payment of Invoice No. XCJW53WN4, dated March 19, 2008 for the purchase of three personal computers (Commissioner Frederick, Commissioners' Clerk and Commissioners' Clerk Boardroom) $4,876.32, as presented by Dell Marketing.

2. The Board of Commissioners acknowledged the receipt of the Annual Report for year ending June 30, 2007, as presented by the Portage Private Industry Council, Inc.

3. The Board of Commissioners authorized Commissioner Smeiles to sign the Housing Semi Annual Program Income Report for the period June 30, 2007 through December 31, 2007, as presented by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting the report appears to be appropriate, properly authorized and accurately supported.

4. The Board of Commissioners authorized Commissioner Smeiles to sign the ED Revolving Loan Fund semi-annual report for the period June 30, 2007, as presented by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting the report appears to be appropriate, authorized and supported by documents reviewed.

5. The Board of Commissioners acknowledged the receipt of the March 21, 2008 Certificate of the County Auditor that the Total Appropriations from each fund do not exceed the Official Estimate Resources for the fiscal year beginning January 1, 2008, as presented by the Portage County Auditor.

6. The Board of Commissioners authorized the use of the Portage County courthouse lawn on Thursday, July 24, 2008 and Thursday, May 22, 2008 for the Home Heritage Concert from 7:00-9:30 PM, as requested by Scott Mikula, Home Savings Bank. Forward to the Internal Services Director to complete the required agreement.

7. The Board of Commissioners authorized Commissioner Smeiles and Commissioner Keiper sign the State of Ohio Office of Housing and Community Partnerships Request for Payment and Status of Funds Report, Draw No. 403 for $34,085.00 for Grant No. B-C-06-062-2, as presented by Neighborhood Development Services Inc. Documents reviewed by Carol Kurtz, Internal Auditor noting all documents appear to agree and to be properly authorized.

8. The Board of Commissioners signed the payment authorization form for $60,000 payable to the Portage Title Agency Inc. for the purchase of three lots to be used for new construction for the Habitat for Humanity of Portage County, as presented by the Regional Planning Commission. The B-F-07 Formula Grant Activity #4 New Construction is funding this expense. Documents reviewed by Carol Kurtz, Internal Auditor, who noted that a review of other lot purchases indicates that the sales price is equivalent to other purchases in the same development.

9. After meeting today with Neighborhood Development Services President David Vaughan, the Board of Commissioners signed a Satisfaction of Mortgage for Portage Precision Polymers of Ravenna. The Board of Commissioners noted that in the process of subordinating three Neighborhood Development

Services/City of Ravenna loans it was discovered that the deed is filed erroneously under the Board of Commissioners and not the actual lender to Portage Precision Polymers, which is the city of Ravenna. In order to allow the loan closing on March 28, 2008, the Commissioners' Satisfaction is required.

10. The Board of Commissioners authorized Director Anita Herington, Portage County Department of Job & Family Services, to sign all Day Care Contracts on their behalf, effective today, March 27, 2008. The Board of Commissioners agreed to consider this authorization yearly.

11. On March 25, 2008, the Board of Commissioners authorized Director Jon Barber, Office of Homeland Security and Emergency Management, to sign the FY2007 Emergency Management Performance Grant (EMPG) Financial Reimbursement Report from October 1, 2007 through December 31, 2007 for $5,613.10, as presented by Jon Barber, Office of Homeland Security and Emergency Management. Documents reviewed by Carol Kurtz, Internal Auditor with no exceptions noted.

    Today, the Board of Commissioners noted that the correct reimbursement amount requested is not $5,613.10 but $22,644.64, with Portage County eligible to receive a maximum of $16,186.00.

12. The Board of Commissioners signed the Personnel Action Form acknowledging the separation of Sheila Uzl, effective March 26, 2008 as a Fiscal/Eligibility Specialist in the Portage County Department of Job and Family Services, as presented by Human Resources Director Lynn Leslie and approved by JFS Director Anita Herington.

    Commissioner Smeiles absent, motion carries.

* * * * *

We do hereby certify that the foregoing is a true and correct record of the Portage County Board of Commissioners' meeting on **March 27, 2008.** There being no further business to come before the Board, it was moved by Charles W. Keiper II, seconded by Maureen T. Frederick to adjourn the official meeting at 1:35 PM. All in favor, motion carries.

Christopher Smeiles, President

Charles W. Keiper II, Vice President

Maureen T. Frederick, Board Member

Deborah Mazanec, Clerk

* * * * *

PAYINS FOR THE MONTH OF MARCH 2008

02/29/08	893	US Dept. of Justice: 2003-CW-BX-0035: $562.26 - Total: $562.26
03/04/08	944	Range Resources – Oil Lease: $809.26. Charles W. Keiper II – Feb. – Mar. Cell Phone: $17.42 Total: $826.68
03/11/08	1024	Deb Mazanec – Copies/Faxes: $3.00. Resource Energy – Oil Lease: $89.93. Port Authority – Accounting Services: $1.00 - Total: $93.93
03/12/08	1051	Ohio Dept. of Development – Grant # B-M-05-062-1: $6,000.00 - Total: $6,000.00

03/17/08 1116 Ohio Dept. of Public Safety – Grant # 2006-JG-D01-6473: $4,765.00 - Total: $4,765.00
03/19/08 1158 US Dept. of Justice – Grant # 2006-CW-AX-0020: $36,980.94 - Total: $36,980.94
03/19/08 1159 Beck Energy – Oil Lease: $25.74 - Total: $25.74
03/25/08 1233 Dept. of Public Safety – Grant # 2006-JG-S01-6467: $7,724.50 - Total: $ 7,724.50
03/25/08 1243 Everflow Eastern Partners – Oil Lease: $40.64. Enervest Operating – Oil Lease: $57.13. Total: $97.77
03/27/08 1279 Charles W. Keiper II – Cell Phone: $14.70 - Total: $14.70

AUTHORIZATION OF EXPENSES FOR THE MONTH OF MARCH 2008

02/22/08 Audrey Tillis/Debt Seminar/Cuyahoga Falls, Ohio/April 25/$75.00
02/13/08 Cheri Ashley and Kathleen Postlethwait/ACREOT/Phoenix, Arizona/July 17-22/$3,611.01
02/25/08 Roy Richards, Dave Morris, Andy Englehart and Lou Dearnbarger/OSAVSC District One Meeting/Orwell, Ohio/March 12/$28.00
02/22/08 Joan Lambach and Lynn Kline/2008 SSI Spring Mix/Solon, Ohio/March 13/$120.00
02/21/08 Michelle Ripley/Comp Management State Fund Seminar/Akron, Ohio/March 3/$45.00
02/26/08 Tari Addison, Terri Burns and Elizabeth Stein/ODJFSDA Fiscal Seminar/Columbus, Ohio/March 18/$428.50
02/26/08 Chris Smeiles/Health Dept. Advisory Council Annual Dinner Meeting/Ravenna, Ohio/March 19/$20.50
02/22/08 Becky Porcase/Ohio Board of Regents/Jefferson, Ohio/February 26/$9.75
02/22/08 Mary Boston/OIPLD Initiative/Akron, Ohio/June 5/$12.25
02/25/08 Terri Burns and Sue Brannon/CFIS Pilot Session/Columbus, Ohio/March 25, April 8, 16 and 30/$306.00
02/22/08 Angela Currey, Sue Cimino, B. Walter, J. Smith, J. Nelson, K. Sansone, and J. Espinoza/Regional Workshop of Childhood Austin/Akron, Ohio/March 14/$32.00
02/22/08 Becky Porcase, Lorie Hohman and Lynne Porter/WIA Adult and DW Eligibility and Documentation Workshop/Columbus, Ohio/March 7/$495.50
02/26/08 Rebecca Abbott, Joanne Hynes, Matthew Wacker, Deb Imlor, Angella Vaughn, Lynn Schneider, Rebecca Price, Patrick O'Keefe/Self Employment Training/Akron, Ohio/March 6/$126.25
02/25/08 Anita Herington, Terri Burns and Kevin Gowan/OCDA Budget Cuts Meeting/Akron, Ohio/March 4/$55.00
02/13/08 William Christie/Ohio Family Support Association Winter Training/Columbus, Ohio/February 29/$249.00
02/15/08 Kevin Gowan/OCDA District Meeting/Strasburg, Ohio/February 19/$15.00
02/22/08 Becky Porcase/Initial Rapid Response Meeting – Johnson Rubber/Middlefield, Ohio/February 25/$0.00
02/29/08 Bill Steiner and Gerrie Bayot/New Material Recovery/Mahoning County/March 14/$0.00
02/29/08 Bill Steiner and Health Dept./Geauga-Trumbull Solid Waste/Warren, Ohio/March 7/$0.00
03/03/08 Bill Steiner and Gerrie Bayot/Recycling Meeting/Akron, Ohio/March 12/$0.00
03/04/08 Janet Esposito and Amanda Gullett/Northeast District Monthly Meeting/Walnut Creek, Ohio/March 7/$115.00
02/27/08 Lyle Summers/2008 BI Technology and Training Forum/Anderson, Indiana/March 13-14/$190.00
02/28/08 Kent Graham/Civil Procedure by the Numbers/Columbus, Ohio/April 25/$246.50
02/27/08 Kathy Lehnon/PAT Issues in Working with Teen Parents/Pickerington, Ohio/March 3-6/$247.50
02/25/08 Kevin Gowan/OCDA District Meetings/Stark, Wayne and Tuscarawas Counties/April 17, June 17, August 19, October 23, and December 16/$125.00
02/28/08 Nicole Jones and Tami Scott/Microsoft Excel Seminar/Akron, Ohio/May 1/$158.00
02/26/08 Christopher Smeiles, Charles W. Keiper II, Maureen T. Frederick/Family and Community Services

Luncheon Honoring Senior Volunteers/Rootstown, Ohio/May 1/$15.00

02/29/08 Richard Spinelli/Ohio Weights and Measures Associations 2008 Annual Conference/Perrysburg, Ohio/April 15-17/$400.00

02/29/08 Anita Herington/Quarterly Directors Meeting/Reynoldsburg, Ohio/March 14/$52.25

02/27/08 Lacey McLaughlin. Paula Bacholdi, Alice Moore/Childhood Lead Poisoning Prevention Program 2008 Biannual Meeting/Youngstown, Ohio/March 19/$38.00

02/29/08 Anita Herington, Tim Beckner, Brian Boykin, Terri Burns, Rebecca Abbott, Becky Price, Shawn Shaulis, Faith Griffith, Mary Boston and Joanne Hynes/OJFSDA – Annual Training Conference/Columbus, Ohio/May 19-21/$6,503.00

03/04/08 Michael Wright/OCCA Monthly Meeting/Columbus, Ohio/March 11-12/$148.00

03/04/08 Linda Fankhauser, Lori Evans and Kathy Postlethwait/OCCA Monthly Meeting/Columbus, Ohio/March 12/$65.00

03/04/08 Charles W. Keiper II/Greater Akron Chamber 101st Annual Meeting/Akron, Ohio/March 19/$110.00

02/28/08 Erika Benedict, Lindy Goist and Brenda Kavali/Bridges of Poverty/Kent, Ohio/April 25/$200.00

02/29/08 Robert Berger/Civil Procedure by Numbers/Columbus, Ohio/April 25/$331.50

03/05/08 Eugene Clinkscale, Rory Franks, Aaron Heavner/The Internet and Beyond, Technology Safety for Kids and Teens/Akron, Ohio/April 4/$170.00

02/26/08 Sue Workman and Gary Gifford/Trenching and Excavating Training Class/Medina, Ohio/March 5 and April 2/$270.00

02/25/08 Wayne Carkido, Don West and John Clark/Storm Water Workshop/Twinsburg, Ohio/March 25/$31.50

03/03/08 Reva Weekly and Penny Ray/SACWIS User Group/Columbus, Ohio/April 29/$0.00

03/04/08 Reva Weekly and Penny Ray/Protect Ohio/Columbus, Ohio/March 7/$0.00

02/10/08 Lori Evans, Chris Mann, and Staci Dobosh/ALG Training/Solon, Ohio/April 2/$1,565.00

02/28/08 Dawn Kurtz/INT-RES/Akron, Ohio/February 29/$43.25

02/21/08 Anita Herington/OJFSDA – Executive Committee Meeting & General Session/Columbus, Ohio/April 8-9/$243.00

02/29/08 Janet Kovick/Microsoft Publisher Basic/Solon, Ohio/April 15/$312.25

02/20/08 Michelle Ripley/Portage County Safety Council/Kent, Ohio/March 11/$15.00

03/10/08 Amanda Gullett and Sandy Donohue/Introductory Government Accounting Seminar/Dayton, Ohio/April 7-9/$994.68

03/14/08 Charles W. Keiper II, Maureen T. Frederick, Christopher Smeiles/Bowman Breakfast/Kent, Ohio/March 27/$55.00

02/29/08 Valerie Bartes/Reinventing Mid Life Sleep, Aging and Overeating/Akron, Ohio/April 23/$81.00

03/12/08 All WIC Staff/VENA Training/Columbus, Ohio/April 15-16/$2,660.00

03/13/08 Judge Oswick/Advanced DUI Seminar/Worthington, Ohio/March 6-7/$240.00

03/13/08 Claudia Kotich/Ravenna WWTP Tour & Technical Sessions/Ravenna, Ohio/April 4/$25.00

03/13/08 Steven Wolfe/21st Century Corrosion Management in Water & Wastewater/Canton, Ohio/April 9/$109.00

03/10/08 Mary Boston, Lorie Hohman, and Ginny Spino/Organizational Stress/Akron, Ohio/March 13/$36.75

03/12/08 Kevin Gowan, Jeff Mittiga, Cyndy Hostler, Donna Hall and Patty Long/OCDA Spring Conference/Columbus, Ohio/April 7-9/$3,940.00

03/06/08 Cheri Michael/FSS Regional Meeting/Tallmadge, Ohio/April 10/$13.00

03/14/08 Steven Wolfe/From Fire to Water/Canton, Ohio/April 8/$109.00

03/11/08 Lynn Leslie and Michelle Ripley/CORSA Annual Renewal Meetings/Columbus, Ohio/April 12/$0.00

03/10/08 Chris Mann/Training the Trainer/Cleveland, Ohio/March 31/$220.00
03/10/08 Chris Mann/Mistake Free Grammar and Proofreading/Akron, Ohio/March 13/$124.00
03/06/08 Bob Wrentmore/Certified Floodplain Manager Program/Geauga County, Ohio/March 12/$100.00
03/11/08 Charles W. Keiper II, Christopher Smeiles, Maureen T. Frederick/10th Annual Portage County Environmental Conservation Awards/Kent, Ohio/April12/$110.00
03/10/08 Becky Porcase and Traci Larlham/WIA Youth Common Measures/Geauga County, Ohio/March 13/$19.50
03/10/08 Virginia Fehrmann and Kathy Lennon/Development Behavior and Emotions. Enhancing Care in Medical Home/Akron, Ohio/April 3/$220.00
03/06/08 All WIC Staff/WIC Staff Travel/Portage and Columbiana Counties/March – June/$700.00
03/17/08 Heather Angus and Dawn Skrapics/Ounce of Prevention is worth a Pound/Akron, Ohio/April 9/$10.00
03/14/08 Renee Baka/How to Deliver Exceptional Customer Service/Akron, Ohio/April 17/$166.25
03/17/08 Job & Family Services Employees/Bridges out of Poverty Seminar/Kent, Ohio/April 25/$510.00
03/17/08 Virginia Fehrman/Head Start HML & LEA Conference/Cuyahoga Falls, Ohio/April 30/$15.00
03/10/08 Becky Simon/TAC Training/Columbus, Ohio/May 7/$150.00
03/17/08 Stephen Paulus/2008 NEC/Edinburg, Ohio/March 28/$175.00
03/17/08 John Mason/ICS 400/Akron, Ohio/March 18-19/$20.00
03/19/08 Charles W. Keiper II and Bill Ulik/Meeting with Peter Zaehringer, Summit County/Akron, Ohio/March 25/$20.00
03/19/08 Charles W. Keiper II and Harold Huff/Meeting with Windham Mayor/Akron, Ohio/March 20/$90.00
03/20/08 Charles W. Keiper II/Ohio Economic Development Association Legislative Event and Meeting with State Legislators/Columbus, Ohio/April 2-3/$410.00
03/19/08 John Clark/NESOWEA Section Meeting/Ravenna, Ohio/April 4/$25.00
03/18/08 Mary Boston/Round Table Quarterly Meeting/Summit County, Ohio/June 24/$12.25
03/18/08 Lynn Porter and Ginny Spino/Memory Skills Training/Akron, Ohio/March 21/$24.50
03/20/08 Scott Miller and Tina Hutchinson/Executive Breakfast Series/Ravenna, Ohio/November 7/$26.00
03/20/08 Terri Bruns and Tari Addison/Region 8 Fiscal Meeting/Akron, Ohio/March 25/$24.50
03/19/08 Lechelle Earl/Job Shadowing/Warren, Ohio/March 27/$39.75
03/20/08 Kevin Gowan/OCS County and State Training Workgroup/Columbus, Ohio/April 10/$62.25
03/21/08 Jon Barber/Spring Seminar/Columbus, Ohio/March 31-April 1/$125.00
03/21/08 John Mason/Spring Seminar/Columbus, Ohio/March 31-April 1/$235.00
03/24/08 Robert Park, Raymond McElhiney, Judith Proffitt, and Richard McClellan/OSACVSO Spring School/Independence, Ohio/May 7-9/$2,707.00
03/21/08 Michelle Ripley/PRIMA Risk Management Conference/Anaheim, California/June 1-4/$1,130.00

* * * * *