

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 1-22-2019 WAIVE RULES? YES ☒ YES ☐ NO
FINAL ACTION DATE: 2-5-2019 VOTE: YES ☒ YES ☐ NO

SUSPENSION OF TWO
READING RULE:

YES	NO
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DENISE LINGO
JENNIFER MOODY
ROBERT PARSONS
JUDY PETERSEN
JOE ROETTING
KISHA DOSA
CORDEL GEORGE
TOTALS

ADOPTION OF
RESOLUTION:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO. 19-1126

**JOINT RESOLUTION FOR THE CREATION AND OPERATION OF THE
"HILLTOP" JOINT FIRE AND RESCUE DISTRICT BY THE CITIES OF
NORTH COLLEGE HILL AND/MT. HEALTHY**

(City of North College Hill Resolution No. 1-2019)
(City of Mt. Healthy Resolution No. 19-1126)

WHEREAS, the City of North College Hill ("NCH") is a municipal corporation existing
and operating pursuant to Title 7 of the Ohio Revised Code; and

WHEREAS, the City of Mt. Healthy ("Mt. Healthy") is a municipal corporation existing
and operating pursuant to Title 7 of Ohio Revised Code; and

WHEREAS, NCH and Mt. Healthy are responsible for the provision of fire protection
and rescue services within their territorial jurisdictions; and

WHEREAS, NCH and Mt. Healthy currently provide mutual aid to each other or with other third parties for the provision of fire protection and rescue services; and

WHEREAS, NCH and Mt. Healthy believe that their residents and businesses located therein will be better served by the creation of a joint district for the provision of fire protection and rescue services; and

WHEREAS, Ohio Revised Code, Section 505.371, sets forth the procedure by which a joint fire district may be created; and

WHEREAS, NCH and Mt. Healthy desire to set forth by this Joint Resolution the terms and conditions upon which said joint fire district will be created and operated;

THEREFORE, be it resolved by the NCH City Council and the Mt. Healthy City Council, that:

ARTICLE I - NAME OF DISTRICT AND CONTINUED OPERATION

The legal entity created herein by resolution and statute shall be known as the Hilltop Joint Fire and Rescue District ("Fire District") from this date forward.

ARTICLE II - TERRITORIAL LIMITS

The Fire District shall be comprised of all of the territory included within the municipal corporation of North College Hill, Mt. Healthy, and the territory for which each is obligated to provide fire protection and rescue services. In addition, the territory comprising the Fire District may include any municipal corporation or township or parts thereof, as may be agreed upon by the Fire District Board of Trustees ("Board of Trustees") and by the governing authorities of the members comprising the District.

ARTICLE III - OFFICES

The principal office of the Fire District shall be at such place within the territory of the Fire District as may be designated from time to time by the Board of Trustees.

ARTICLE IV - TRUSTEES

Section 1 – Number of Trustees

The governing board of the Fire District shall be a Board of Trustees consisting of seven (7) members.

Section 2 – Appointment and Term of Office of Trustees.

A. Elected Official Appointments

The Board of Trustees shall be comprised of one elected council person and the Mayor from each of NCH and Mt. Healthy. Each member, other than the Mayor, shall serve two-year terms, without term limits, except as otherwise provided herein. The Mayors of North College Hill and Mt. Healthy shall serve on the Board of Trustees for the duration of their respective terms as Mayor. Beginning in the first operating year of the Fire District (2019), the NCH elected Council representative shall serve a one-year term, and beginning in the next year, shall begin serving two-year terms. From the beginning of the first operating year (2019), the Mt. Healthy elected Council representative shall serve two-year terms. The appointments shall be made, respectively, by the NCH City Council and the Mt. Healthy City Council, and the person(s) appointed shall be a member of the NCH or Mt. Healthy City Council.

B. Resident Appointments: NCH/Mt. Healthy Appointees

There shall be two resident members of the Board of Trustees. Resident representatives shall serve two year terms, with no term limits, except as otherwise provided herein. Beginning in the first operating year of the Fire District (2019), the NCH resident representative shall serve a one-year term, and beginning in the next year, shall begin serving two year terms. From the

beginning of the first operating year (2019), the Mt. Healthy resident representative shall serve two year terms. The Mt. Healthy resident representative shall be appointed by the Mt. Healthy City Council and the NCH resident representative shall be appointed by the NCH City Council.

C. Seventh Member of Board

The seventh member of the Board of Trustees shall be elected by the six members of the Board of Trustees. The seventh member of the Board of Trustees shall serve two- year terms, without term limits. The seventh member of the Board of Trustees shall alternate each term between a resident of North College Hill and Mt. Healthy.

D. First Month of Operation

Although the Fire District will begin operation in January of 2019, the first appointments to Board of Trustees shall be made on or before March 1, 2019, and the Board of Trustees shall meet immediately thereafter, to begin such work as deemed necessary by the Board of Trustees for the Fire District to be ready to begin operation by January 1, 2019. Beginning January 1, 2020, members of the Board of Trustees shall always begin on the first day of a year.

Section 3 – Compensation

Compensation shall only be paid for meetings which are attended by the Board members. Beginning in 2019, all Board of Trustees members shall be compensated at the maximum amount permitted under Ohio law, not to exceed the maximum number of meetings annually per year.

Section 4 - Remaining in Office

Any Board of Trustees member whose term in office expires at the end of a calendar year shall remain in office until his or her successor is appointed by his or her City Council and is sworn in as required by the law.

ARTICLE V - VACANCIES

Section 1 - Death or Resignation

In the event of a vacancy due to the death or resignation of a Board of Trustees member, the seat shall be filled by vote of the Council of the political subdivision making the original appointment, except that if the vacancy is the ~~fifth~~^{Seventh} seat on the Board of Trustees (Article IV, Section 2C), that seat shall be filled by a vote of the other six members of the Board of Trustees.

Section 2 – Removal

Any member of the Board of Trustees may be removed for cause, including without limitation, misfeasance, malfeasance, or any other basis as set forth in Ohio Revised Code, Section 733.38. The Board of Trustees shall initiate the removal proceedings.

ARTICLE VI - TRUSTEE REQUIREMENTS OR LIMITATIONS

No member of the Board of Trustees may be associated with the Fire District as an active firefighter, first responder, EMT or paramedic. No member of the Board of Trustees may be employed by Mt. Healthy or NCH, except a currently serving Mt. Healthy or NCH Mayor or member of City Council. An “employee” is defined, for the purpose of this Article, as a person who receives more than One Dollar (\$1.00) per year in compensation for services rendered to Mt. Healthy or NCH.

ARTICLE VII - DUTIES AND POWERS OF THE BOARD OF TRUSTEES

The Board of Trustees shall be responsible for fire protection and rescue services within the Fire District, and shall have all power necessary to accomplish this purpose as set forth in the Ohio Revised Code and all other rules and regulations of the State of Ohio and other applicable legislative bodies, including the power to contract with other fire departments or districts for the provision of fire protection and/or mutual aid.

These general powers with respect to the operation of the Fire District include, but are not limited to, control of the expenditure of funds; hiring and firing of the Fire Chief; adoption of policies and regulations incident thereto; the adoption of personnel policies and regulations; and doing all things necessary thereto in accordance with the laws of Ohio to ensure operation of the Fire District.

ARTICLE VIII - MEETINGS OF THE BOARD OF TRUSTEES

The Fire District and its Board of Trustees are public entities under Ohio law, and as such are subject to full compliance with the Ohio's Open Meeting Act (Sunshine Law) and Public Records Act. Regular meetings of the Board of Trustees shall be held on dates and times and locations to be set by the Board of Trustees. An Organizational Meeting shall be held each January no later than January 15th. Special meetings of the Board of Trustees may be held at any time upon call of the Chairperson, Vice Chairperson, or majority of the members of the Board of Trustees.

All meetings shall be publicized, in compliance with applicable law, and shall be held within the territorial limits of the Fire District, as the Board of Trustees may determine from time to time and as may be specified in a notice thereof. A majority of the Board of Trustees (four members) shall constitute a quorum for the transaction of business.

Notwithstanding the preceding paragraph, the following actions require the affirmative vote of at least five (5) of the seven (7) trustees:

1. The relocation or closing of a fire station;
2. The enlargement, or reduction, of the territorial limits of the Fire District;
3. The disposition of property, both real and personal, upon the withdrawal of a political subdivision from the Fire District, if other than as provided herein;

4. The submission of a tax levy to the general public.
5. The hiring or termination of the Fire Chief and/or District Legal Counsel.

The Fire Chief of the Fire District shall be entitled to sit with the Board of Trustees at all meetings (executive sessions excluded, except by invitation), and may take part in any discussion, but shall have no vote.

ARTICLE IX - APPOINTMENT AND DUTIES OF OFFICERS OF THE BOARD OF TRUSTEES

Section 1 - General Provision

The Board of Trustees shall elect a Chairperson and Vice Chairperson. The Board of Trustees may from time to time, upon the recommendation of the Fire Chief, may create such offices and appoint such officers, advisors, administrators, or other employees as it determines is in the best interest of the Fire District.

The Chairperson and Vice Chairperson shall be chosen from among the members of the Board of Trustees. All other officers, subordinate officers and/or assistant officers need not be members of the Board of Trustees.

Section 2 - Term of Office

The Chairperson and Vice Chairperson shall serve an initial term of office until December 31, 2020. After December 31, 2020, the Chairperson and Vice Chairperson shall serve a one year term. No person shall serve as Chairperson or Vice Chairperson for more than three consecutive terms. All other Board of Trustees officers shall hold office during and at the pleasure of said Board of Trustees and, unless sooner removed, until their successors are duly elected and qualified.

Section 3 – Duties of a Chairperson

The Chairperson shall be an active executive officer of the Fire District, and shall exercise supervision over its business and over its appointed officers, although subject to the control of the Board of Trustees. He or she shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature, and shall have other such powers and duties as the Board of Trustees may from time to time assign to him or her.

Section 4 – Duties of Vice Chairperson

The Vice Chairperson shall assume the duties of the Chairperson at any and all times when the Chairperson shall be absent and generally shall perform such duties as may from time to time be assigned by the Board of Trustees or the Chairperson.

ARTICLE X - COMMITTEES OF THE BOARD OF TRUSTEES

The Board of Trustees may create, from time to time, committees to review matters that come before the Board of Trustees, including, but not limited to, control of expenditure of funds, personnel, including the retention and recruitment of same, formation of policies and regulations relating to the operation of the Fire District, and budgeting. The Chairperson of the Board of Trustees shall be responsible for the appointment of members, and other personnel as he or she may deem necessary, to the committees. Each committee shall have a chairperson to head the committee and shall report to the Board of Trustees at its regular or special meetings.

ARTICLE XI - DISTRICT LEGAL COUNSEL

The Board of Trustees shall retain counsel to act as the Fire District's legal advisor and attorney and to advise the Board of Trustees on all matters for which the Fire District requires legal counsel. The compensation for such legal counsel shall be determined by the Board of Trustees. Such legal counsel shall serve at the pleasure of the Board of Trustees, and shall be a licensed attorney in the State of Ohio.

ARTICLE XII - CLERK/FISCAL OFFICER

Section 1 – Appointment

The Board of Trustees shall appoint a Clerk/Fiscal Officer who shall be the chief clerical (records) and fiscal officer of the Fire District, and shall serve at the pleasure of the Board of Trustees. The salary for said Clerk/Fiscal Officer shall be set by the Board of Trustees, who shall also set forth the duties of the position where not otherwise specified by Ohio Revised Code or other applicable law, or as set forth in Section 2 of this Article. Said Clerk/Fiscal Officer shall be bonded by the Board of Trustees and shall be under the general supervision of the Board of Trustees.

Section 2 – Specific Duties

The Clerk/Fiscal Officer shall keep minutes of all the proceedings of the Board of Trustees, and shall make proper record of same, which shall be attested by same; sign all deeds, mortgages, bonds, contracts, notes and other instruments executed on behalf of the Fire District requiring his or her signature; give notice of meetings of the Board of Trustees; keep such books as may be required by the state and federal government; receive and have charge of all monies, bills, notes, bonds, and similar property belonging to the Fire District and shall do with the same as may be ordered by the Board of Trustees; keep such financial accounts as may be required; prepare, for submission monthly each regular meeting of the Board of Trustees, a detailed statement of the financial condition of the Fire District and shall receive and collect all monies and other credits due same and deposit them in a bank or banks designated by the Board of Trustees to the credit of and for the benefit of the Fire District. The Clerk/Fiscal Officer shall furnish such bond in such amount and with such security as shall be required by the Board of

Trustees. In addition, the Clerk/Fiscal Officer shall perform such other duties as from time to time may be required of him or her by the Board of Trustees.

ARTICLE XIII - CONTRACTS, CHECKS, NOTES AND OTHER INSTRUMENTS

All contracts, agreements, and other instruments, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money, authorized by a majority vote of the Board of Trustees, shall, unless otherwise required by law, be signed by the Clerk/Fiscal Officer and any of the following: the Chairperson, Vice Chairperson, or a member of the Board of Trustees as designated by the Board of Trustees.

ARTICLE XIV - TAX AND BONDS

The Fire District shall constitute a taxing district in accordance with the Ohio Revised Code and shall have the power:

1. To levy a tax for the operation of the Fire District;
2. To submit tax levies to the voters of said Fire District; and
3. To submit tax levies for the purpose of capital expenditures.

In the event the Fire District shall approve a tax levy for the purposes of purchasing equipment or the construction of buildings, the Board of Trustees shall have the power to sell bonds or issue notes in anticipation of such revenues to purchase equipment or construct buildings at an earlier date.

ARTICLE XV - FUNDING FOR THE OPERATION OF THE FIRE DISTRICT

Section 1 - Initial Payments

Mt. Healthy and NCH shall each initially contribute \$10,000.00 to the Fire District for start-up fees and costs. Any amounts forwarded to the District shall be refunded to Mt. Healthy

and NCH upon the successful passage of the Fire District levy. It is understood that, if additional funding is needed, the Fire District shall request said funding from Mt. Healthy and NCH to be contributed equally.

Section 2 – Additional Funding

In the event of a successful passage of a Fire District levy in 2019, all rescue service (EMS/ALS) fees collected by either NCH or Mt. Healthy after December 31, 2019 shall be transferred to the Fire District, as soon as can be practically done. All such fees for services provided by the Fire District, if collected by either NCH or Mt. Healthy, shall likewise be transferred to the Fire District.

Section 3 – Passage of Joint Fire District Levy and Repeal of Existing NCH and Mt. Healthy Levies

The Fire District shall make at least three (3) attempts no later than the August special election of 2021 to pass a Joint Fire District Levy. The millage of the initial levy shall be determined by the Board of Trustees of at least 13 mills but not to exceed 14 mills.

If the levy passes, Mt. Healthy and NCH shall terminate any current levies by passage of a resolution stating that the continuation of such levy is unnecessary and shall be terminated. The termination of any levy shall occur in such a manner so as to assure the uninterrupted receipt of levy funds by the Fire District.

If the levy fails to pass, the Board of Trustees shall place a levy on the ballot a second time. If the levy fails a second time to pass, the Fire District will place a levy on the ballot a third time. If the levy fails to pass after a third attempt, the Fire District is dissolved as result of a levy failure, its assets shall be distributed as provided in Article XVI(3) or Article XIX.

ARTICLE XVI - USE OF BUILDINGS AND PROPERTY

Section 1 – Property for Use as Fire Station

NCH agrees to permit the Fire District to occupy the fire station located at 1646 West Galbraith Road, Cincinnati, Ohio 45239, for use as a fire and/or rescue services station, pursuant to a long-term annual \$1.00 lease between NCH and the Fire District. Mt. Healthy agrees to permit the Fire District to occupy the fire station located at 7700 Perry Street, Mt. Healthy, Ohio 45231, for use as a fire and/or rescue services station, pursuant to a long-term annual \$1.00 lease between Mt. Healthy and the Fire District. Pursuant to said lease, the District shall be responsible for the general upkeep and maintenance of the facility. The Fire District may obtain other land it believes necessary for its operations by whatever means are permitted by law.

Section 2 – Written Instruments

Agreements to lease or purchase the properties set forth in the preceding section shall be reduced to writing, in separate documents, between the parties.

Section 3 – Existing Fire Equipment

Mt. Healthy and NCH shall each make an inventory of all personal property, equipment, and vehicles belonging to each that is used for fire protection and rescue services, and all such vehicles, personal property and equipment shall be transferred to the Fire District pursuant to a long-term nominal sum leases between the Fire District and each such political subdivision, and said leases may provide that if the levy (Article XV) passes, that said personal property, equipment, and vehicles may be sold to the Fire District for a nominal sum.

If, during the first three (3) years of the existence of the Fire District, it is dissolved, each political subdivision may terminate any leases with the Fire District without penalty and receive back all property so transferred to the Fire District, reasonable wear and tear expected, and each

of Mt. Healthy and NCH shall receive half of funds held by the Fire District on hand, net of the Fire District's accounts payable and other monetary obligations, including but not limited to payroll burden and tax obligations. Should the Fire District be dissolved more than three (3) years after its creation, then the property shall be distributed pursuant to Article XIX.

ARTICLE XVII - INSURANCE

The Fire District shall purchase and maintain a policy or policies of liability insurance for its trustees, officers, employees, and appointees, which policy may include civil liability coverage for personal injury, wrongful death, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or other violation of the rights of privacy, wrongful entry or eviction, invasion of the right of private occupancy, or other expense reasonably incurred by said trustees, officers, employees, and other appointees in connection with any action, suit or proceeding to which same may be a party by reason of his or her being or having been a trustee, officer, employee, or appointee of the Fire District.

ARTICLE XVIII - INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

The Fire District shall indemnify any trustee, officer or employee who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding whether civil, administrative, or investigative, including all appeals (other than an action, suit or other proceeding by or in the name of the Fire District) in connection with such individual's performance of duties as a trustee, officer, or employee of the Fire District, against expenses (including attorney fees, judgments, decrees, and amounts paid in settlement) actually and reasonably incurred by such individual in connection with such action, suit or proceeding if said individual acted in good faith, within the scope of his or her employment. Expenses of each person indemnified hereunder incurred in defending a civil, administrative, or

investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Fire District in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees, upon receipt of an undertaking by or on behalf of the trustee, officer or employee to repay such amount, unless it shall ultimately be determined that such employee is entitled to be indemnified by the Fire District. The foregoing right of indemnification shall not be exclusive of other rights to which any trustee, officer or employee may be entitled as a matter of law.

ARTICLE XIX - DISPOSITION OF PROPERTY

Any withdrawal from or dissolution of the Fire District will be in compliance with this Resolution and with the Ohio Revised Code.

If dissolution of the Fire District occurs on or after January 1, 2022, the County Auditor shall ascertain, apportion, and order a division of the funds on hand, monies and taxes in the process of collection except for taxes levied for the payment of indebtedness, credits, and real and personal property owned by the Fire District, either in money or in kind, on the basis of the valuation of the respective tax duplicates of the political subdivisions comprising the Fire District at the time of such dissolution.

Further, all nominal sum leases entered into by the Fire District shall be deemed null and void, and any real property, personal property, vehicles, and equipment shall be returned to the party owning such real property, personal property, vehicles and equipment as of December 31, 2021 (providing there have been no ownership changes since then).

ARTICLE XX - FIRE PERSONNEL

Section 1 – Fire Chief

The personnel of the Fire District shall include a Fire Chief, who shall be appointed by the Board of Trustees pursuant to the Ohio Revised Code, with a salary to be set by the Board of Trustees. The Fire Chief shall have all power necessary to accomplish the duties and responsibilities prescribed by the Ohio Revised Code, the Ohio Fire Code, or as imposed upon him or her by the Board of Trustees. The Fire Chief shall be charged with the general management of fire, emergency medical, rescue, or other department operations.

Section 2 - Other Firefighter Personnel

The Board of Trustees may also appoint, upon the recommendation of the Fire Chief, assistant and/or subordinate officers, firefighters and other personnel, including "cadets" or "junior firefighters" for the protection of the Fire District. The Board of Trustees may prescribe their authorities and duties and may fix their compensation.

Section 3 – Appointment of Existing Personnel

Upon formation of the Fire District, all firefighters on the roster of the NCH and Mt. Healthy fire departments, who are in good standing, shall be appointed as firefighters with the Fire District. Such initial appointment shall be consistent with either the part-time or full-time status of the firefighter with either NCH or Mt. Healthy. Each of NCH and Mt. Healthy shall provide a roster of all personnel to the Board of Trustees for purposes of appointment of personnel. Each individual to be appointed as an employee of the Fire District shall agree to make copies of all personnel, training, and certification information available to the Fire District. All appointees are subject to Ohio and other applicable law with respect to minimum training and physical fitness standards required for his or her job duties.

All future appointees who are not on the roster of the NCH or Mt. Healthy fire departments as of January 1, 2020 are subject to the appointment rules of the Fire District.

These minimum standards or requirements may include, but are not limited to, successful completion of a background check, drug screen, agility test, state mandated training, and physical fitness test.

Section 4 - Appointment of Officers

Fire officers of the Fire District, including the Fire Chief, shall be appointed by the Board of Trustees in accordance with Ohio Revised Code, Section 505.38. The appointment process may be by written or verbal test, and may include an assessment center comprised of representatives of the Board of Trustees, chief officers, and outside appointed fire chiefs. The assessment center may review and assess the candidate's education, training, and experience, as well as his/her knowledge and capabilities relating to personnel matters, fire operations, and other subjects specified by the Board of Trustees. The firefighters may also have input, as the Fire Chief and Board of Trustees see fit, into the assessment center process.

Nothing in this Joint Resolution shall prevent or prohibit the Board Trustees from later decreasing or increasing the total number of officer positions.

Section 5 – Employees to be public employees

All of the employees of the Fire District shall be public employees, and not employees of a third-party contracting with the Fire District.

ARTICLE XXI - DISPATCHING

The Fire District may enter into an agreement with any political subdivision or entity for providing dispatch service for fire, rescue, emergency, medical, hazardous material, or any other call to which a district provides response to his apparatus, manpower or resources.

Initially, upon the formation of the Fire District, and until such time as the arrangement is terminated by the Fire District, the Fire District shall contract with Regional Emergency

Dispatch Center of Hamilton County for dispatching services, at that entity's usual and customary rates.

ARTICLE XXII - EFFECTIVE DATE

The effective date of this Resolution creating Fire District, for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter), shall be immediately upon execution of this Joint Resolution by both political subdivisions.

ARTICLE XXIII - AMENDMENTS

This Resolution may be amended at any meeting of the Board of Trustees called for that purpose by the unanimous vote of the Board of Trustees, and with the majority votes of each participating political subdivision.

ARTICLE XXIV - SEVERABILITY

If any provision of this Joint Resolution is held unenforceable or invalid, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Joint Resolution shall remain in full force and effect unless amended by either the NCH or Mt. Healthy's Council.

ARTICLE XXV – COPIES OF JOINT RESOLUTION

This Joint Resolution and its terms may be evidenced by true copies of a fully executed version of this Joint Resolution.

IN WITNESS WHEREOF, the City of North College Hill and the City of Mt. Healthy hereunto adopted the Joint Resolution as of the 5 day of February, 2019.

CITY OF NORTH COLLEGE HILL

By: Maureen Mason
Mayor

By: [Signature]
Clerk – Treasurer

CITY OF MT. HEALTHY

By: [Signature]
Mayor

By: Melanie B...
Clerk – Treasurer

CITY OF MT. HEALTHY

Passed this 5 day of February, 2019.

Ross Bittner
President of Council

Attest: Melanie B...
Clerk of Council

Approved this 5 day of February, 2019.

[Signature]
Mayor