

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

# Resolution

Number 24-1434

Adopted Date October 29, 2024

HIRING PRIYA GOVINDAN AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Priya Govindan within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective November 4, 2024, subject a negative drug screen, background check, and a 365-day probationary period.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)  
P. Govindan's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 24-1435

Adopted Date October 29, 2024

HIRING WAYNE BEYERLEIN AS WASTEWATER CHIEF OPERATOR, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Beyerlein holds the required Class IV wastewater licensure and has prior management experience.

NOW THEREFORE BE IT RESOLVED, to hire Wayne Beyerlein as Wastewater Chief Operator within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), \$44.23 per hour, effective November 12, 2024, subject to a negative background check, drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, that Mr. Beyerlein will not receive the typical three percent (3%) increase upon completion of probation as his wage reflects his experience.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: W. Beyerlein, Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 24-1436

Adopted Date October 29, 2024

ACCEPTING THE RESIGNATION OF CHARLES STOKES, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 1, 2024

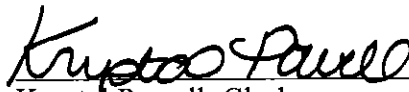
BE IT RESOLVED, to accept the resignation of Charles Stokes, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective November 1, 2024.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Children Services (file)  
C. Stokes' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1437

Adopted Date October 29, 2024

PROMOTING OLIVIA ELTER TO THE POSITION OF ASSESSMENT INVESTIGATIVE SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department interviewed all internal candidates, and the deputy director has recommended promoting Olivia Elter to the position of Assessment Investigative Supervisor.

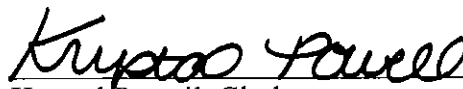
NOW THEREFORE BE IT RESOLVED, to promote Olivia Elter to Assessment Investigative Supervisor within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade # A, \$2,408.50 bi-weekly effective pay period beginning October 19, 2024.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Children Services (file)  
O. Elter's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-1438

Adopted Date October 29, 2024

APPROVING A TEMPORARY WAGE INCREASE FOR BRITNE WILMER, COURT LIAISON CASEWORKER III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, due to the retirement of the Compliance Supervisor the position will be open effective January 1, 2025; and

WHEREAS, the department interviewed multiple internal candidates for the position and the department has selected Ms. Wilmer to move into the Compliance Supervisor position in January 2025 and is recommending a temporary wage increase for Ms. Wilmer, as she will begin training under the current Compliance Supervisor while maintaining a caseload and running hotline.

NOW THEREFORE BE IT RESOLVED, to approve a temporary increase for Britne Wilmer Court Liaison Caseworker III, within Warren County Department of Job and Family Services, Children Services Division, to \$28.00 per hour, effective pay period beginning November 2, 2024.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Children Services (file)  
B. Wilmer's Personnel file  
OMB -- Sue Spencer

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

# Resolution

Number 24-1439

Adopted Date October 29, 2024

APPROVING THE TRANSFER OF TIFFANY BALDWIN TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST II WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, FROM THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Baldwin interviewed for the Eligibility Referral Specialist II position within Warren County Department of Job and Family Services, Human Services Division; and

WHEREAS, the Director of Job and Family Services, Human Services Division has requested that Ms. Baldwin be transferred to the department, effective October 28, 2024; and

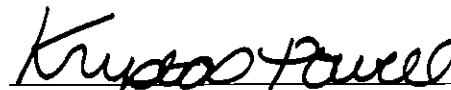
NOW THEREFORE BE IT RESOLVED, to approve the transfer of Tiffany Baldwin from the Emergency Services to the Department of Job and Family Services, Human Services Division, at a starting rate of \$20.03 per hour, effective October 28, 2024, subject to a 365- day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Human Services (file)  
Emergency Services (file)  
T. Baldwin's Personnel File  
OMB-Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1440

Adopted Date October 29, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR AUSTIN POWELL WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Austin Powell, Building and Electrical Inspector I, within the Building and Zoning Department, has successfully completed a 365-day probationary period.

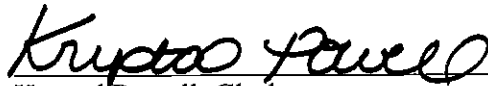
NOW THEREFORE BE IT RESOLVED, to approve Austin Powell's completion of 365-day probationary period and a pay increase to rate of \$25.13 hourly, effective pay period beginning November 2, 2024.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building/Zoning (file)  
A. Powell's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 24-1441

Adopted Date October 29, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR BRIAN SIMPSON WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Brian Simpson, Sewer Collections Worker I, within the Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Brian Simpson's completion of 365-day probationary period and a pay increase to rate of \$24.72 hourly, effective pay period beginning November 2, 2024.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water and Sewer (file)  
B. Simpson's Personnel File  
OMB – Sue Spencer



# Resolution

Number 24-1442

Adopted Date October 29, 2024

APPROVING THE RENEWAL OF CONSULTING AGREEMENT WITH HUB (HORAN)  
FOR PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of HUB (Horan) for consulting services relative to the healthcare plan.

NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with HUB (Horan) for the period January 1, 2025 through December 31, 2025 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR/

cc: c/a—HUB (Horan)  
T Whitaker, OMB  
Benefits File




**Warren County / HUB  
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HUB (HORAN) commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid in 2015 and most recently again in 2020. HUB was awarded the market bid effective January 1, 2020. Warren County and HUB agreed to continue the consulting agreement for the timeframe of January 1, 2024 through December 31, 2024 and have agreed to continue this for the timeframe of January 1, 2025 through December 31, 2025. HUB received a reduced medical fee (\$6.50 to \$5.75 per enrolled employee per month) in 2024. This will revert back to original contract terms effective January 1, 2025. All other fees and services from last year will remain unchanged.

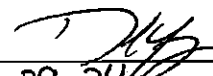
Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary


HUB

Signed:   
 Date: 10-14-24  
 Name (print): VALEELE BOGDAN-POLCERS  
 Title: PRESIDENT

WARREN COUNTY BOARD OF COUNTY  
COMMISSIONERS

Signed:   
 Date: 10-29-24  
 Name (print): DAVID G. YOUNG  
 Title: PRESIDENT

**APPROVED AS TO FORM**

  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

# Resolution

Number 24-1443

Adopted Date October 29, 2024

ACKNOWLEDGING AUTOMATIC RENEWAL OF THE EYEMED VISION PLAN  
EFFECTIVE JANUARY 1, 2025

WHEREAS, the Warren County Board of County Commissioners utilizes EyeMed for the administration of the vision plan; and

WHEREAS, the vision program administration fee is under a rate guarantee with EyeMed through December 31, 2028.


NOW THEREFORE BE IT RESOLVED, to acknowledge the automatic renewal correspondence attached here and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR/

cc: HUB  
c/a—EyeMed  
Benefits File  
Tammy Whitaker, OMB

# Hello



Great news— It's time to renew your EyeMed Vision Care plan.

The Warren County vision plan will automatically renew on 01/01/2025 without any changes. We've made this as simple as possible, with no signatures or additional paperwork needed. All we ask is that you retain this letter for your records

Rates below will be effective 01/01/2025.

Tier	Current Rate	Renewal Rate
Per Subscriber Per Month	\$1.23	\$1.23

We will continue to guarantee these rates for 48 months with the exception of changes in benefits, network, contributions, number of eligible employees or any future tax, fee or assessment imposed by the Federal or State governments.

We look forward to continuing our relationship. In addition to your same great savings, we have rotating members savings outlined on our Special Offers platform. We've highlighted a few reminders below:

- Second pair discount: 40% off a complete second pair of prescription glasses\*
- Hearing Care discount: You could save up to 64% off retail for hearing aids and materials\*\*
- Know Before You Go: Transparency tool helping estimate potential out-of-pocket costs— before heading to the eye doctor

Visit [Member Web](#) to see all of today's members' only offers and everyday discounts.

If you'd like to see additional plan design options or if there are any questions, don't hesitate to contact me. Otherwise, there is no action required.

We know things change, so if there is a new contact person, please provide their contact information so I can follow up.

Thank you for your business.

Best regards,

Arianna Valverde  
Account Manager  
[avalverde@eyemed.com](mailto:avalverde@eyemed.com)  
4000 Luxottica Place  
Mason, OH 45040

\* May not be combined with any other offers or discounts. This is not insurance. Redeemable at any participating U.S. Sunglass Hut, Sunglass Hut at Macy's or online, or at [SunglassHut.com](http://SunglassHut.com). Excludes Chanel, Maui Jim, Oakley, Tiffany and Tom Ford. Exclusions may apply. Limitations and exclusions may apply. For a complete list of current offers, EyeMed members may log into their member account at [eyemed.com](http://eyemed.com).



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

# Resolution

Number 24-1444

Adopted Date October 29, 2024

SETTING PUBLIC HEARING FOR REZONING APPLICATION OF IMMOBILTEC USA (CASE #2024-04) TO REZONE APPROXIMATELY 10.0509 ACRES FROM COMMUNITY COMMERCIAL BUSINESS ZONE "B2" TO LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Immobiltec USA owner of record (Case #2024-04), to rezone approximately 10.0059 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township; said public hearing to be held November 19, 2024, at 9:05 a.m. in the County Commissioners Meeting Room; and

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

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

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

# Resolution

Number 24-1445

Adopted Date October 29, 2024

AUTHORIZING THE POSTING OF NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS RELATIVE TO THE FISCAL YEAR 2024 MORROW - RR BRIDGE LIGHTING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to authorize the public posting of Notice of Intent to Request Release of Funds on the Warren County Grants Administration webpage, <https://www.co.warren.oh.us/Grant/> beginning October 30, 2024 for no less than seven consecutive days for the following FY2024 Community Development Block Grant project:

- FY24 Morrow - RR Bridge Lighting CDBG Project

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sm

cc: OGA (file)

## NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

October 30, 2024

Warren County Board of Commissioners – Office of Grants Administration  
406 Justice Drive  
Lebanon, OH 45036

513-695-1210

On or about November 7, 2024 the Warren County Board of Commissioners will submit a request to the US Department of HUD – Columbus Field Office for the release of 2024 Community Development Block Grant (CDBG) funds under Title 1, Housing and Community Development Act of 1974 (42 U.W.C. 5301 et seq.), to undertake the following projects for the purposes listed:

FY24 Morrow – RR Bridge Lighting Project Install LED lighting over bath and walking near 103 Main Street, Morrow, Ohio 45152	\$180,000.00
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The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Warren County Board of Commissioners – Office of Grants Administration at 406 Justice Drive, Lebanon, OH 45036 and may be examined or copied weekdays 8 A.M to 4 P.M.

### PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Warren County Board of Commissioners – Office of Grants Administration at 406 Justice Drive, Lebanon, OH 45036 or by emailing [masosu@co.warren.oh.us](mailto:masosu@co.warren.oh.us). All comments received by November 6, 2024 will be considered by the Warren County Board of Commissioners prior to authorizing submission of a request for release of funds.

### ENVIRONMENTAL CERTIFICATION

The Warren County Board of Commissioners certifies to HUD that Martin Russell in his capacity as County Administrator consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Warren County Board of Commissioners to use Program funds.

### OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the Warren County Board of Commissioners' certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the

following bases: (a) the certification was not executed by the Certifying Officer of the Warren County Board of Commissioners; (b) the Warren County Board of Commissioners has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to US Department of HUD – Columbus Field Office at [CPDColumbusRROF@hud.gov](mailto:CPDColumbusRROF@hud.gov) Potential objectors should contact US Department of HUD – Columbus Field Office to verify the actual last day of the objection period.

Martin Russell, County Administrator  
Susanne Mason, Director of Grants Administration



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

# Resolution

Number 24-1446

Adopted Date October 29, 2024

ACCEPTING THE DONATION OF A NEW PLAYSET FROM LOVE LIKE JJ TO BE INSTALLED BY RECREATIONS OUTLET AT THE WARREN COUNTY CHILDREN SERVICES VISITATION CENTER

BE IT RESOLVED, to accept the donation of a new playset from Love Like JJ, to be installed by Recreations Outlet at the Warren County Children Services Visitation Center, said documentation attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

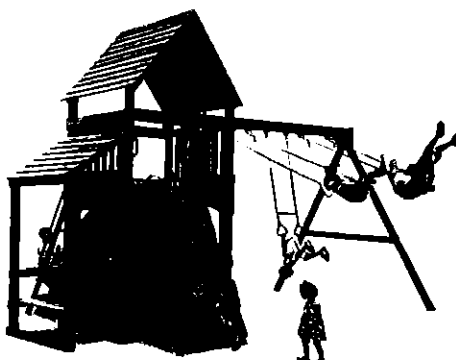
  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

cc: c/a- Love Like JJ  
c/a – Recreations Outlet  
Children Services (file)



LOVElikeJJ (Non-Profit ID: 86-2211027) and Recreations Outlet have partnered together to donate a playset to Warren County Children Services to be installed at the visitation center by Recreations Outlet.



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

# Resolution

Number 24-1447

Adopted Date October 29, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

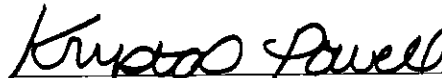
BE IT RESOLVED, to authorize County Administrator to sign a memorandum of understanding on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association amending Article 18.4 (E) referencing employees cashing in compensatory time once a year; the amendment will change the cash payout from being done on the first full pay period in December to payable on the first paycheck of December; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A – Warren County Dispatch Association  
Emergency Services file  
M. Russell

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE WARREN COUNTY BOARD OF COMMISSIONERS**

**and**

**THE WARREN COUNTY DISPATCHERS ASSOCIATION**

*Emergency Communication Officers- 2023-MED-07-0541*

**WHEREAS**, the parties negotiated a new collective bargaining agreement in the Summer of 2024 and

**WHEREAS**, the parties agreed in negotiations to allow employees to cash in compensatory time once a year in November that would be paid the first full pay period of December under Article 18.4 (E) and;

**WHEREAS** the parties inadvertently included language that allowed this payment to be made in January; and

**WHEREAS**, to date no unit employees have been negatively affected by this error; and

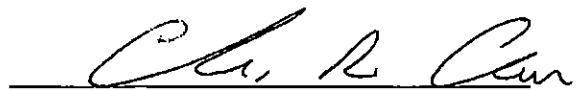
**WHEREAS** the parties wish to correct this error as provided below.

**THEREFORE**, the parties hereby agree to amend article 18.4 (e) such that all references to the first full pay period in December 18.4 (e), shall be changed to payable on the first paycheck of December.

**FOR THE WARREN COUNTY BOARD  
COMMISSIONERS:**

**WARREN COUNTY DISPATCHERS  
ASSOCIATION:**





*Martin Russell, County Admin.*

*10-25-24*

*10/29/24*

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

# Resolution

Number 24-1448

Adopted Date October 29, 2024

ACCEPTING FINAL PROPOSAL FROM RJE BUSINESS INTERIORS ON BEHALF OF  
WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES/COMMUNICATIONS

WHEREAS, RJE Business Interiors has provided Final Proposal 40624 for 2 Concept Seating chairs as part of EMS dispatch replacing old chairs.

NOW THEREFORE BE IT RESOLVED, to accept a final proposal from RJE Business Interiors on behalf of Warren County Department of Emergency Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—RJE Business Interiors  
Emergency Services (file)



**Proposal**

Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	40624
Date	09/30/2024
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	1 of 2

B Warren County Emergency Services  
 I 520 Justice Dr  
 L Lebanon, OH 45036  
 L  
 T ATTN: Melissa Abrams  
 O Phone: 513-695-1315

T Warren County Emergency Services  
 O 520 Justice Drive  
 Lebanon, OH 45036  
 ATTN: Melissa Abrams  
 Phone: 513-695-1315

Project Description: Heavy Duty Chairs

**RJE Team:**

Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700

Qty	Quantity	Description	Unit Price	Total Price
1	2.00 Each	Concept Seating 4257RHLKC01 3142r1 High Back 24/7 Chair, Staccato Black Fabric Cover, C-Loop Arms, Standard Base, Cylinder & Casters, No Embroidery.	1,430.00	2,860.00
2	1.00 Each	Concept Seating FREIGHT Freight	260.00	260.00
3	1.00 Each	RJE CIN Installation Services LABOR RDI 2 Heavy Duty Chairs.	270.00	270.00

SUBTOTAL \$3,390.00

GRAND TOTAL \$3,390.00

REQUIRED DEPOSIT 50.0% \$1,695.00

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!

**Financing Options Available**

Term	Monthly Payment
36 Months	\$115.93
48 Months	\$91.60
60 Months	\$76.73

If you would like to apply for financing, [Apply Here](#)

**Terms and Conditions**

- Rates effective 10/1/22. Subject to change without notice.
- All transactions are subject to PEAC credit approval and documentation requirements.
- Rates for businesses with at least 2 years tenure.
- Documentation Fee of \$350 due at closing



# Final Proposal

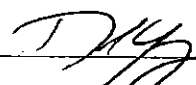
Cincinnati  
 623 Broadway St  
 Cincinnati, OH 45202  
 Phone: 513-641-3700  
 www.RJEBusinessInteriors.com

Proposal Number	40624
Date	09/30/2024
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	2 of 2


## Terms and Conditions

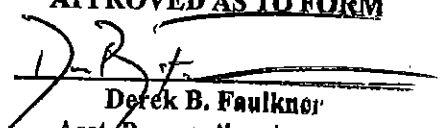
- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- RJE will invoice Warren County EMS the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County EMS will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County EMS shall pay the invoice no later than its due date, although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County EMS may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).
- A 1.5% monthly fee will apply to late payments.
- RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County EMS and/or designer. If the most recent approved electronic drawings provided by Warren County EMS and/or designer do not correctly reflect the current space, and Warren County EMS and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space.
- All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County EMS. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County EMS agrees to be completely responsible for any and all charges incurred up to the total amount of the order listed in this Final Proposal. Warren County EMS will not be responsible for any amount in excess of the order amount.
- All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades.
- New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County EMS. Beyond 30 days, applicable storage charges will be invoiced to Warren County EMS. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County EMS. If Warren County EMS requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.
- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.
- RJE shall provide liability insurance coverage as follows.
- RJE shall carry Commercial General Liability or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000/ Aggregate, with no interruption of coverage during the entire term of this agreement.
- RJE further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured., notwithstanding the termination of the Agreement.
- RJE shall carry statutory worker's compensation insurance as required by law and shall provide Warren County EMS with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Thank you for the opportunity to be of service.

  
 Customer Signature  
 David G. Young  
 Printed Name

10-29-24  
 Date

  
 MARK OSTERMAN  
 WORKPLACE CONSULTANT  
 RJE BUSINESS INTERIORS  
 10/17/24

**APPROVED AS TO FORM**  
  
 Derek B. Faulkner

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

# Resolution

Number 24-1449

Adopted Date October 29, 2024

**ENTERING INTO A CONSULTING AGREEMENT WITH EMPIRE WEATHER  
CONSULTING ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE**

BE IT RESOLVED, to enter into a consulting agreement with Empire Weather Consulting for customized weather condition services on behalf of the Warren County Engineer's Office with copy of said agreement attached hereto and made a part hereof.

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

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

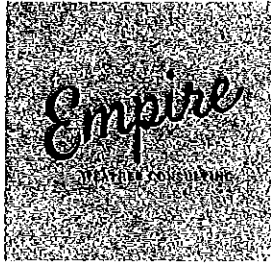
Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Empire Weather Consulting  
Engineer (file)





**Empire Weather Consulting**

130 Coriell Avenue, Fanwood, NJ 07023

**Warren County, Ohio Engineer Weather Consulting Services Contract**

This Agreement for weather consulting service ("Service") is hereby made by and between Empire Weather LLC, located at 130 Coriell Avenue Fanwood, NJ 07023 ("Consultant") and Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

**Contract Term:** November 1, 2024 - March 31, 2025

**Compensation:** The client agrees to provide payment of \$2,500.00 to the consultant for the service. An invoice will be provided. Multiple forms of payment are accepted. The form of payment will be agreed upon at the time of the contract signing.

**Services Breakdown:** The consultant will provide the client with the following weather consulting services:

- 7-Day Weather Forecasts (M - F)
- Storm Briefings (in advance of adverse weather conditions)
- Daily Regional Weather Video
- Consulting Support (phone, text) as needed

- **7-Day Weather Forecasts:** Consultant will provide the client with a 7-day weather forecast breakdown by email every weekday morning. These forecasts will include details on the forecast from the current day through the next 7 days including temperature, dew point, wind, precipitation and more.
- **Storm Briefings:** Consultant will provide the client with storm briefings in advance of adverse weather conditions, specifically relating to winter weather, throughout the term of the contract. These briefings will typically be initiated 72-hours prior to the start of impacts from the storm system. Briefings will include a breakdown of

impacts, anticipated accumulations, timing, boom/bust scenarios, and confidence with detailed maps and discussions for the client to use accordingly.

- **Regional Weather Videos:** Consultant will provide the client with a regional weather video discussion via email every weekday morning. These videos will detail the ongoing and expected weather conditions across the region over the next several days with visual aids to help illustrate the complexities of the weather pattern.
  
- **Consulting Support:** Consultant will provide the client with consulting support on an "as-needed" basis via phone, text message or email during business hours. Consultant and client will communicate in advance on any required presentations or phone conversations. Consultant will make every effort to be available for the client in a "24/7" fashion.

**Expectations, Agreement, Indemnity:** The team at Empire Weather LLC including all owners, meteorologists, and forecasters, agree to compile our best weather forecasts with exemplary accuracy and detail. This includes a conscious effort to support Warren County Engineer during any and all hazardous weather events with sufficient warning, information, and detail. Detail, timeliness, accuracy, and reanalysis are all parts of our forecast process. In the most thorough possible fashion, Empire Weather LLC agrees to provide information on hazardous weather, timing, and impacts for the various locations agreed upon by both Parties. In this nature, our desire is for Warren County Engineer to understand fully that weather forecasting is an imperfect science, and that while intense detail and work is put into forecasts, there will occasionally be errors. In this nature, Empire Weather wishes not to be held liable for any forecasting errors or loss of wages as a result of decisions made based on forecasts. In the event that Warren County Engineer feels forecast information or data is insufficient, contact should be made with Empire Weather LLC to assure data quality.

**Independent Contractor:** The Consultant is an independent contractor with respect to the Client and not an employee. No part of the Consultant's compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

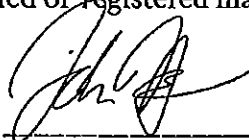
**Confidentiality:** The Client and its users agree that all materials are property of Empire Weather LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service. The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature. Notwithstanding the foregoing, the parties acknowledge the materials/information are subject to the Ohio Public Records Act.

**Termination:** Early termination of this Service by the Consultant or Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

**Non-Disclosure:** Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**Force Majeure:** This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

**Entire Agreement and Notice:** This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.



John Homenuk, Empire Weather LLC



Warren County Board of Commissioners

Date: 9/30/24

APPROVED AS TO FORM Date:



Adam M. Nice  
Asst. Prosecuting Attorney

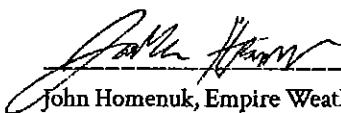
**Confidentiality:** The Client and its users agree that all materials are property of Empire Weather LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service. The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature. Notwithstanding the foregoing, the parties acknowledge the materials/information are subject to the Ohio Public Records Act.

**Termination:** Early termination of this Service by the Consultant or Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

**Non-Disclosure:** Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**Force Majeure:** This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

**Entire Agreement and Notice:** This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

  
John Homenuk, Empire Weather LLC

Date: 10/14/24

\_\_\_\_\_  
Warren County Board of Commissioners

Date:

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

# Resolution

Number 24-1450

Adopted Date October 29, 2024

APPROVING AMENDMENT #5 TO THE FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC., ON BEHALF OF WARREN COUNTY JUVENILE COURT

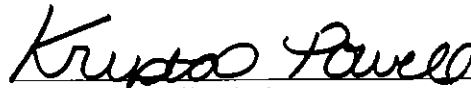
BE IT RESOLVED, to approve amendment #5 to the food service contract with Aramark Correctional Services, LLC and for food services at the Warren County Juvenile Justice Facility, as attached hereto and made a part of hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Aramark Correctional Services, LLC  
Juvenile Court (file)

**Amendment No. 5 to Food Service Contract**

**THIS AMENDMENT No. 5** (the "Amendment") is entered into this 1<sup>st</sup> day of October 2024 by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

**WHEREAS**, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated January 8, 2020 for the management of the food service operation at the Warren County Juvenile Justice Facility (the "Agreement"); and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2025.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Term:** In accordance with Paragraph 5 of the Agreement, the parties agree that the term of the Agreement shall be extended for a one (1) year period, effective January 1, 2025 through December 31, 2025.

2. **Price Adjustment:** In accordance with Paragraph 5.A. of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index and due to menu changes. This price shall be effective from January 1, 2025 through December 31, 2025, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.

3. **Menu:** Staff meals shall be the same menu as the juvenile meals and charged in accordance with Attachment A.

3. Except as provided herein, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC**

**Warren County Board of  
Commissioners, OH**

By: Stephen Yarsinsky  
Stephen Yarsinsky

By: \* David B. Young  
Name: David B. Young

Vice President, Finance

Title: President.

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice  
Asst. Prosecuting Attorney

**Attachment A**  
**Warren County, Ohio**  
**Effective January 1, 2025 through December 31, 2025**

**Warren County Juvenile Pricing Scale**

<b>No. of Juvenile*</b>		<b>Price Per Meal*</b>
-	9	\$2850 per week
10	14	\$10.336
15	19	\$7.889
20	24	\$7.046
25	29	\$6.015
30	34	\$5.364
35	+	\$4.833
<b>Officer Meals</b>		<b>Juvenile Tray Price</b>
<b>Snacks</b>		<b>\$1.312</b>

\*The total number of juvenile meals served per week (Warren County & Mary Haven combined) is divided by 21 in order to determine the price point on the sliding scale.

AFFIDAVIT OF NON COLLUSION

COMMONWEALTH OF Pennsylvania  
COUNTY OF Philadelphia

I, Stephen Yarsivsky, holding the title and position of Vice President Finance at Avamar Correctional Services, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]  
AFFIANT

Subscribed and sworn to before me this 21<sup>st</sup> day of October 20 27

[Signature]  
(Notary Public),

Philadelphia County.

My commission expires March 23 20 27

Commonwealth of Pennsylvania - Notary Seal  
CHRISTINE PENNOCK - Notary Public  
Philadelphia County  
My Commission Expires March 23, 2027  
Commission Number 1251381



# Resolution

Number 24-1451

Adopted Date October 29, 2024

ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Classroom Training Agreement with the following company,  
as attached hereto and made part hereof:


Franklin City Schools  
745 East Fourth Street  
Franklin, OH 45005

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 24<sup>th</sup> day of October, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, Franklin City Schools, 754 East Fourth Street, Franklin, OH 45005, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve-months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:
  - 1. If supervision provided is deemed inadequate;
  - 2. If there is insufficient work for the youth;
  - 3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;

4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. [if applicable] Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

R. This agreement may be modified upon mutual consent of both parties.

S. GROUND FOR DISCIPLINARY ACTION AND PENALTIES. Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these


shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

T. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

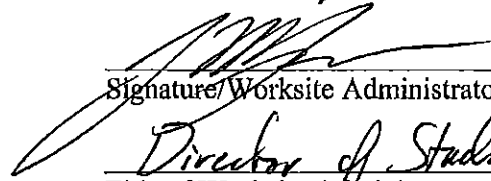
IN WITNESS WHEREOF, the parties have executed this Agreement on this 29<sup>th</sup>  
day of October, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

\* \_\_\_\_\_   
David G. Young, President

**WORKSITE:**

Franklin City Schools / Franklin High School  
Worksite Name

 \_\_\_\_\_ 10/23/24  
Signature/Worksite Administrator Date  
Director of Student Services  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative Date

**OhioMeansJobs Warren County**

 \_\_\_\_\_ 10.24.24  
Josh Hisle OMJWC, Deputy Director Date

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
Adam Nice, Assistant Prosecuting Attorney

**Warren Co. TANF Summer Youth Employment Program  
Request Form**

**I. Agency Information:**

Agency Name: Franklin City Schools / Franklin High School  
 Address: 754 E. 4<sup>th</sup> St. / 140 E. 6<sup>th</sup> St.  
 Phone: (937) 743-8602 x1439 E-mail: jmcfarland@franklincityschools.u  
 Agency Administrator: James McFarland  
 Contact Person: James McFarland / Jennifer Dameron  
 FEIN#: 31-6000802

**II. Program Information:** Work for the youth will begin at the worksite on or about \_\_\_\_\_ and continue until on or about \_\_\_\_\_. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of \_\_\_ hours per week, normally \_\_\_ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Franklin High School	Jennifer Dameron (937) 725-1566			From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No



III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 \_\_\_\_\_

Worksite #2 \_\_\_\_\_

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

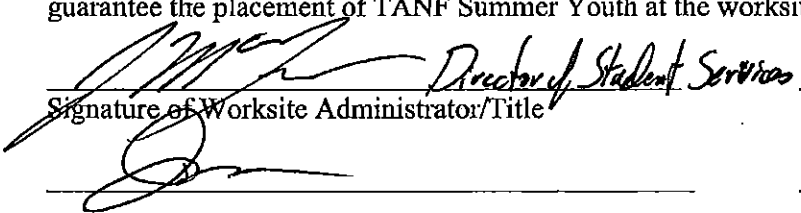
\_\_\_\_ Yes \_\_\_\_ No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

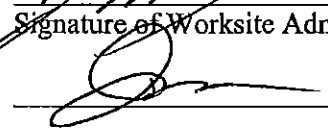
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

 Director of Student Services \_\_\_\_\_ 10/23/24  
Signature of Worksite Administrator/Title \_\_\_\_\_ Date

 \_\_\_\_\_  
Josh Hisle, Deputy Director, OhioMeansJobs Warren County

10.24.24  
\_\_\_\_\_  
Date

## Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

## GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

### GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

### GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

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

# Resolution

Number 24-1452

Adopted Date October 29, 2024

ACCEPTING A QUOTE FROM SOUND COMMUNICATIONS, INC. FOR VERINT RECORDING SYSTEM MAINTENANCE AND SUPPORT RENEWAL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

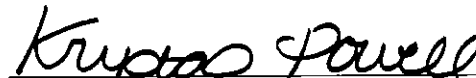
BE IT RESOLVED, to accept a quote from Sound Communications, Inc. for the renewal of the Maintenance and Support on the Verint v15 Recording System on behalf of Warren County Telecommunications, copy of said quote attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Sound Communications, Inc.  
Telecom (file)

Annual Maintenance & Support Coverage Offer & Acceptance



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

[www.soundcommunications.com](http://www.soundcommunications.com)

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Verint v15 Recording system at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name: Warren County 911 Phone: 513-695-1318  
 Billing Contact Name: Paul Kindell E-Mail: paul.kindell@wcoh.net  
 Billing Address: 500 Justice Drive Lebanon, Ohio 45036  
 System Location (if different): \_\_\_\_\_  
 Coverage Dates: 12/01/2024 to 11/30/2025 System Identifier: v15 DC-3509

APPROVED AS TO FORM

*[Signature]*  
**Derek B. Faulkner**  
 Asst. Prosecuting Attorney

Plan Level: **Enhanced**  
 Plan Cost: **\$39,517.23**

This Offer extended on behalf of Sound Communications, Inc., by: \_\_\_\_\_

*[Signature]*  
 James Jacobs, CFO

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: *[Signature]*  
 (if different from Billing Contact above, please provide new information below)  
 PO#: \_\_\_\_\_

Date: 10-29-24

	Billing Contact (if different)	System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2020			
	Business	After-hours	Weekend & Holiday
Phone	\$105.00	\$145.00	\$230.00
Remote Access	\$125.00	\$175.00	\$260.00
In-House	\$115.00	\$160.00	\$245.00
Onsite	\$185.00	\$265.00	\$350.00
Trip Charge	\$150.00	\$200.00	\$250.00





## Maintenance & Support Agreement: Terms & Conditions

### Definitions

**"Software"** means any computer programs which may be licensed to the Customer as part of their Verint Audilog digital recording system and covered under this Agreement.

**"Service Pack Release"** means a maintenance software release that includes fixes to defects found in the product.

**"Optional Feature"** means software functionality above and beyond core version functionality and for which a separate license is required.

**"Hardware"** means computer(s) and related equipment supplied to the Customer by Sound Communications and covered by this Agreement.

**"Product(s)"** and **"System"** mean the hardware purchased by and software licensed to the Customer and covered by this Agreement.

**"Plan Level"** means the Maintenance & Support Plan Level selected by the Customer.

**"Emergency Issue"** means a production System is in a state of total inoperability.

**"Non-Emergency Issue"** means any question or service request not meeting the definition of an Emergency Issue.

**"Regular Business Hours"** means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

**"Extended Business Hours"** means 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

**"Weekends and Holidays"** means 5:00 p.m. on Friday through 8:30 a.m. on Monday, and any holidays as defined by SCI (typically business holidays observed in the U.S.) from 12:01 a.m. the morning of the holiday to 8:30 a.m. the following morning.

**"Installation Date"** means (1) signing date of Installation Verification document (2) date of first commercial use of System, or (3) 60 days from delivery date of System to Customer premises, whichever comes first.

### Coverage Information

Sound Communications, Inc. (hereafter SCI) offers three plans for Maintenance & Support coverage. These plans are:

**Standard Plan:** provides for standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are billable); and phone/remote support during Regular Business Hours. Covered system Hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported during Regular Business Hours. Onsite and/or support outside of Regular Business Hours (e.g. after-hours) may be provided for the Customer's convenience but is not guaranteed. If onsite, after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance), and Customer agrees to pay such charges.

**Enhanced Plan:** provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (remote, business-hours services to deploy upgrades are included; after-hours and/or onsite services may be billable); and phone/remote/onsite support during Extended Business Hours. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and on the same business day for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues, and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Support outside of Extended Business Hours (e.g. after-hours) may be provided for the Customer's convenience but is not guaranteed. If after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance), and Customer agrees to pay such charges.

**Premier Plan:** provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are included); phone/remote/onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and within (4) hours for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response

within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Customer also receives SCI's discounted labor rates and trip charge waiver for moves, adds, changes and service subject to coverage limitations.

#### **Software Upgrade Policy**

The Customer is eligible for software upgrades based on the Plan as described above. Covered software upgrades shall include all versions that the software developer makes generally available (GA) and includes in its software assurance or maintenance program. Software upgrades shall *not* include the following: operating system upgrades; database upgrades; changes or modifications to the System that are not made generally available (GA) by SCI or the software developer; new products and/or features that were previously not available (e.g. speech analytics); and custom programming or other technical/professional services except as noted above.). In addition, the following apply to all upgrades and Plan levels:

- If Customer desires to be upgraded, and their current recording server requires any modifications to make it compatible with the upgrade, Customer is responsible for the cost of these modifications.
- If an upgrade includes additional Optional Features, Customer will be required to purchase a license for any such Optional Features that Customer chooses to implement.
- Unless approved by SCI in writing and in advance, installation of any update by anyone other than SCI or an authorized SCI representative may terminate SCI's obligations under this Agreement.

#### **Remote Access Requirements**

SCI requires remote access to the Customer's System in order to provide remote technical support and ensure prompt response times. SCI supports a variety of remote access alternatives, with VPN being the preferred alternative. Provision of remote access by the Customer will constitute permission for any support requested under this Agreement. Failure to provide remote access may result in additional charges.

#### **Customer-Furnished Equipment**

If Customer provides any Hardware, warranty and support coverage is limited to the Software and any Hardware supplied by SCI. In order for SCI to diagnose a problem, it will be necessary for SCI to run tests on Customer-provided Hardware. Should onsite service be required, and it is determined that the problem is related to Customer-provided Hardware, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver) ~~and Customer agrees to pay any such charges.~~

#### **Third-Party Software Installations**

SCI recommends that, in the event Customer desires or requires installation of third-party software on a System server or servers, Customer should notify SCI prior to such installation. Should onsite service be required subsequent to such installation, and it is determined that the problem is related to such third-party software, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver) ~~and Customer agrees to pay any such charges.~~

#### **Anti-Virus Software Maintenance Policy**

SCI recommends that all Systems be protected with anti-virus software. Customer may choose to supply and maintain anti-virus software provided such software is sourced from a Microsoft-approved anti-virus software partner. Alternatively, Customer may choose to have SCI install anti-virus software, with the latest virus inoculation file updates, on all servers that SCI supplies. In this case, maintenance of virus protection updates is transferred, along with responsibility for any yearly subscription fees, to the Customer upon installation of the System. In the event that Customer fails to maintain virus protection, SCI may charge Customer (based on SCI's discounted labor rates and trip charge waiver) for any support or service required because of viruses, worms, and the like ~~and Customer agrees to pay any such charges.~~

#### **Operating System Update Policy**

SCI installs the Microsoft Operating System and applicable security patches on servers we supply at the time of System Installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are the responsibility of the Customer, based on guidance from SCI as to compatibility. Customer is advised that such updates should not be done on an automatic or "push" basis and should be done during non-critical business hours. Additional documentation describing recommended update procedures is available from SCI's Technical Support Department.

#### **Service & Support Process**

Upon acceptance and/or renewal of Maintenance & Support coverage, Customer shall designate one person to serve as the primary point of contact with SCI for all service activities performed under this Agreement. This person shall be designated as System Supervisor and shall be an appropriately qualified person who has been trained in the operation and administration of the System. The System Supervisor may open service requests, in accordance with the Customer's selected Plan, by contacting SCI's Technical Support Department via local phone (614-875-8500), toll-free phone (1-866-371-8324) or email (tech.support@soundcommunications.com). Additional Customer personnel may open service requests only if they have been



verified by the System Supervisor as having authorization to do so. If personnel changes require appointment of a new System Supervisor, Customer is responsible for securing appropriate Administrator training from SCI at then-current rates.

#### **Onsite Service**

SCI's obligations to provide onsite service under this Agreement are conditioned upon the Customer:

- Granting SCI reasonable access to the System to perform services thereon,
- Providing SCI a secure and safe work environment and any necessary electrical and/or telecommunications connections and ancillary equipment, and
- Providing a technical point of contact that is onsite and available at all times while an SCI System Specialist is onsite.

If Customer does not meet any one of these foregoing conditions, and a return trip is required which could have been avoided had such condition been met, SCI may charge for time and materials for the trip in which Customer failed to meet such conditions, and Customer agrees to pay any such charges (based on SCI's discounted labor rates and trip charge waiver).

#### **Coverage Period & Lapse In Coverage**

The initial System purchase price includes full hardware warranty and 24/7/365 technical support coverage for a Maintenance Period of one year from the Installation Date. SCI recommends that maintenance and support coverage remain in place at all times, and an offer for maintenance and support coverage renewal will be sent approximately 60 days prior to the expiration date of existing coverage.

Coverage must be renewed, and fees paid by no later than 10 days after the renewal date to avoid lapse. In the event coverage lapses, SCI may reactivate coverage on the following conditions:

- SCI will inspect System to ensure it is performing normally. Should any work be required to restore System to normal operation, Customer agrees to pay for such work on a time and materials basis (subject to SCI's then-current rates), and
- Customer agrees to pay a reactivation fee equal to 10% of the annual cost of the new Maintenance & Support plan to cover administrative and other costs associated with the Maintenance & Support reactivation.

#### **Coverage Limitations & Exclusions**

SCI's responsibility with respect to this Agreement is limited to Hardware and Software supplied by SCI and/or covered by this Agreement. SCI is neither responsible nor liable for loss of business to Customer due to hardware/software failure, nor for any indirect, consequential or incidental damages. In the unlikely event of SCI's material breach of its obligation under this Agreement, Customer shall receive a credit not to exceed the prorated amount for any unused time period remaining under the then-current maintenance and support Agreement.

Maintenance & Support coverage specifically excludes moves, additions and/or changes to the System that may be requested by the Customer during the term of this Agreement. These include but are not limited to: work due to changes in the Customer's existing environment (PBX, network, desktop applications, etc.); IP address changes; physical relocation of System components; startup/shut down of System; anti-virus updates; and Microsoft security updates. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work associated with moves, additions and changes on a case-by-case basis as requested by the Customer. Also excluded from coverage are repair or maintenance for damages or System failure due to misuse, negligence, tampering, accident, abuse, flood, fire, wind, acts of God or public enemy, wiring, repair or alteration by anyone other than SCI with SCI's prior written approval. Damage caused by equipment or lines of the host telephone system, and parts which have been damaged or consumed by pests or domestic animals, lost or stolen, are similarly excluded from coverage. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work resulting from any such excluded causes on a case-by-case basis as requested by the Customer.

While it is the intention of SCI to offer contracted maintenance and support for every System, advances in technology at times limit our ability to do so. Therefore, in the event a System has been covered by an Agreement for four (4) or more years, SCI may choose to support said System on a time and materials basis only, based on the age of and general support for the System's Hardware and operating system. In such case, SCI will provide a minimum of forty-five (45) days' notice and offer Customer a trade-in option to upgrade the System and continue maintenance and support on a contracted basis.

#### **Force Majeure**

SCI will not be liable for any failure to perform due in whole or in part to unforeseen circumstances or causes beyond SCI's control. When any such circumstance(s) exist, SCI shall have the right, in its sole discretion, to allocate available services and resources among any and all customers, or to suspend its obligations entirely for the period of time it is hindered or prevented from performing such obligations, provided that SCI exercises due diligence to remove the cause of such failure.

#### **Notification**

Any communication between SCI and Customer, pursuant to this Agreement, shall be made in writing and shall be deemed to have been given if personally delivered, faxed, emailed to the last known email address of the billing contact and/or System Supervisor, or mailed by registered mail to the last known address of the parties or to such other address as the parties may direct in writing.

## **Insurance**

SCI shall provide liability insurance coverage as follows:

SCI shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. SCI shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

SCI further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, SCI shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

SCI shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Warren County not less than 30 days prior to said cancellation date. SCI shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

SCI shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

## **Governing Law**

Both Warren County and SCI hereby agree this Agreement is governed by the laws of the State of Ohio and are intended to be as broad and inclusive as permitted by Ohio law and that in the event any portion of the Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any litigation will be brought exclusively in Warren County, Ohio and both Warren County and SCI consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

# Priority & Response Times



Sound Communications (SCI) is committed to partnering with our customers so that you achieve the highest levels of success with the deployment and ongoing use of your system(s). This document is designed to explain how our Priority levels are to ensure we provide you with the best service experience possible.

We're available to help at any time by email or telephone, but please remember that after-hours support is reserved for P1 or "System Down" issues. P1 issues are situations where multiple users are unable to access the system/software.

Should you require assistance with such a P1 issue outside of normal business hours (8:30 am to 5:00 pm, Monday to Friday, except on holidays), please call Technical Support at 614-875-8500 and follow the prompts for Tech Support.

Please refer to the following table for information on the various support options and priority levels:

## Priority levels

Priority	Support Channel	Guidelines for Use	Estimated Response Time
P1, Critical Priority	"P1" or "System Down"	System is down, no calls are being recorded or all users cannot access the recordings.	Initial target response: 20 minutes after ticket submission.  Target resolution or workaround: Priority reduced to P2 within 4 hours, unless ticket is escalated to next level support with software developer or a site visit is required.
P2, High Priority	"P2"	Calls are recorded and can be played back but other functions are not working.	Initial target response: Four (4) hours from ticket submission.  Target resolution or workaround: Within one (1) business day.
P3, Normal Priority	"P3"	Standard functionality issues.	Initial target response: Within 1 business day via email.  Target resolution or workaround: Within three (3) business days.
P2, Low Priority	"P2"	Minor issues with your system, product, enhancement or feature request.	Initial target response: Within one (1) business day via email; updates provided as necessary.  Target resolution or workaround: Within five to ten (10) business days.

Target resolution times are goals. Depending on the volume and severity of tickets submitted, response times and time to resolution may vary. Occasionally, an issue may need to be escalated to our engineering team. In such cases, it may take more time to resolve the issue.

# Resolution

Number 24-1453

Adopted Date October 29, 2024

ENTERING INTO A CONTRACT WITH HUNGERFORD & TERRY, INC. FOR THE  
PROCUREMENT OF ANION EXCHANGE EQUIPMENT FOR THE RICHARD A.  
RENNEKER WATER TREATMENT PLANT

WHEREAS, pursuant to Resolution 18-0872, adopted May 29, 2018, this Board entered into an engineering agreement with AECOM Technical Services, Inc. for the design of water treatment plant upgrades and softening facilities; and

WHEREAS, pursuant to Resolution 24-1173, adopted September 10, 2024, this Board authorized AECOM Technical Services, Inc. to advertise for bids for the procurement of anion exchange equipment for the Richard A. Renneker Water Treatment Plant for the Warren County Water and Sewer Department, beginning September 10, 2024; and

WHEREAS, AECOM Technical Services, Inc., received and opened four bids from qualified equipment fabrication companies at 2:00 PM on October 16, 2024, and upon review of the bids determined Hungerford & Terry, Inc. had provided the lowest and best bid.

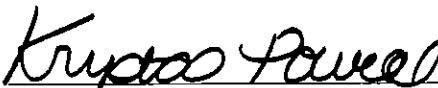
NOW THEREFORE BE IT RESOLVED, to enter into contract with Hungerford & Terry, Inc. for the procurement of anion exchange equipment for the Richard A. Renneker Water Treatment for the Warren County Water and Sewer Department, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: c/a—Hungerford & Terry, Inc.  
Water/Sewer (file)  
OMB Bid file

SECTION 00 5200

AGREEMENT

This Procurement Agreement is by and between The Warren County Board of Commissioners ("Buyer") and Hungerford and Terry Incorporated ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

**ARTICLE 1—PROCUREMENT CONTRACT**

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Six (6) ion exchange pressure vessels and ancillary components including vessel under-drains, piping, valves, and instruments.

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Richard Renneker Water Treatment Plant Ion Exchange Equipment

1.03 *Engineer*

A. Buyer has retained AECOM ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as: 6119 Striker Road, Maineville, OH 45039.

**ARTICLE 2—PROCUREMENT CONTRACT TIMES**

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	42	
Deliver acceptable Goods to Point of Destination	260	Delivery may be made in the 15-day period before delivery date
Commence Special Services for Goods		If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods		
Readiness for Final Inspection and Acceptance of Goods and Special Services		Prior to December 15, 2025

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 7 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1,000 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods. **Any liquidated damages payable by Seller in relation to this Project may not exceed an aggregate maximum amount of 10% of the value of the Procurement Contract between Buyer and Seller. Liquidated Damages shall be Buyer's sole remedy for delays (Addendum 2 – 10/11/24).**

**ARTICLE 3—PROCUREMENT CONTRACT PRICE**

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$1,018,939 for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates: NONE
- C. Buyer's Contingency Allowance is stipulated as \$0. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- D. The Total Price is \$1,018,939. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

**ARTICLE 4—PAYMENT PROCEDURES**

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	26%
2. Start of equipment assembly	36%
3. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	33%
4. Completion of Special Services in accordance with Procurement Contract Documents	-
5. Final Payment: [Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents]	5%
Total Procurement Contract Price (Lump Sum)	100

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of 0% percent per annum.

**ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT**

5.01 *Assignment of Contract*

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about January 15, 2025. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all

references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.

2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
3. After assignment:
  - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
  - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
  - c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
  - d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.
  - e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
  - f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
    - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
    - 2) Contractor/Assignee shall pay Seller within 30 days of receipt of payment from the Project Owner under the construction contract.
    - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
  - g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
  - h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer, Contractor/Assignee, or Seller), to the other party, without submittal to Engineer.



- 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
  - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
  - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
  - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
    - i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.
    - j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
    - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
    - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
    - m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

### 6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.
4. Procurement Specifications as listed in the Procurement Specifications table of contents.
5. Procurement Drawings listed on sheet index:
6. Addenda.
7. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
8. Exhibits to this Procurement Agreement (enumerated as follows):
  - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
  - b. Exhibit B, Surety's Consent to Assignment.
  - c. Documentation submitted by Seller: **Non-collusion affidavit, personal property tax affidavit;** and
  - d. **Required WSRLA documents.**
9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
  - a. Change Orders;
  - b. Change Directives; and
  - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

## ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

### 7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  1. Seller has examined and carefully studied the Procurement Contract Documents.
  2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
  3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

**ARTICLE 8—CONFIDENTIALITY**

8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:

1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
4. Buyer has a good faith belief that disclosure is required or justified; or
5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

**ARTICLE 9—MUTUAL WAIVER**

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, **to the extent of the claims, losses, and damages are recoverable under Seller's corresponding insurance coverage (Addendum 2 – 10/11/24)** (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

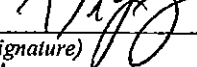
IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is [date to be inserted at the time of execution].

Buyer

Warren County Board of Commissioners

(typed or printed name of organization)

By: \* 

(individual's signature)

Date: 10-29-24

(date signed)

Name: David G Young

(typed or printed)

Title: President

(typed or printed)

Attest: 

(individual's signature)

Title: Deputy Clerk

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

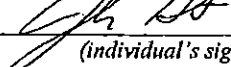
Email: \_\_\_\_\_

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

Hungerford and Terry, Inc.

(typed or printed name of organization)

By: 

(individual's signature)

Date: 10/25/24

(date signed)

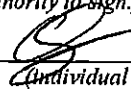
Name: Joshua Keenan

(typed or printed)

Title: V.P. / Sec / Treas

(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

(individual's signature)

Title: Inside Sales Manager

(typed or printed)

Address for giving notices:

226 N. Atlantic Ave  
Clayton, NJ 08312

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

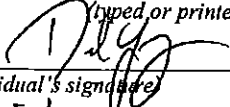
**EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between Warren County Board of Commissioners ("Buyer") and Hungerford and Terry, Inc. ("Seller") for furnishing Goods and Special Services entitled Richard Renueker Water Treatment Plant Ion Exchange Equipment (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

**Assignment Made by Buyer**

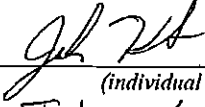
Warren County Board of Commissioners

By: \*  (individual's signature) Date: 10-29-24 (date signed)  
Name: David G Young (typed or printed) Title: President. (typed or printed)

*If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.*

**Assignment Acknowledged and Accepted by Seller**

Hungerford and Terry Inc.

By:  (individual's signature) Date: 10/25/24 (date signed)  
Name: Joshua Keenan (typed or printed) Title: V.P. / Sec / Treas (typed or printed)

*If Seller is a corporation, attach evidence of authority to sign.*

**Assignment Accepted by Contractor/Assignee**

By: \_\_\_\_\_ (individual's signature) Date: \_\_\_\_\_ (date signed)  
Name: \_\_\_\_\_ (typed or printed) Title: \_\_\_\_\_ (typed or printed)

*If Contractor/Assignee is a corporation, attach evidence of authority to sign.*

# Resolution

Number 24-1454

Adopted Date October 29, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE HAMILTON TOWNSHIP BOARD OF TRUSTEES FOR THE OPERATIONAL TESTING AND MAINTENANCE OF WARREN COUNTY FIRE HYDRANTS

WHEREAS, the Warren County Water and Sewer Department is the owner and operator of approximately 6,500 fire hydrants located across eight townships; and

WHEREAS, the Hamilton Township Fire Department has offered to assist the County with the operation, maintenance, and testing of the County's fire hydrants; and

WHEREAS, the County wishes to partner with the Hamilton Township Fire Department for the performance of routine preventative maintenance and functional testing of the fire hydrants and hydrant valves.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a Memorandum of Understanding with Hamilton Township for the operation and testing of Warren County fire hydrants, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Hamilton Township  
Water/Sewer (file)

**MEMORANDUM OF UNDERSTANDING BETWEEN WARREN COUNTY AND HAMILTON  
TOWNSHIP BOARD OF TRUSTEES**

The Board of Commissioners of Warren County, Ohio (the "County") on behalf of the Warren County Water & Sewer Department, and the Hamilton Township Board of Trustees, on behalf of the Hamilton Township Fire Department (the "Fire Department), or jointly the "Parties" or separately a "Party", hereby enter into this Memorandum of Understanding ("MOU"), effective immediately upon execution.

WHEREAS, the Parties desire to enter into this Memorandum of Understanding ("MOU") for the purpose of the Fire Department assisting the County by providing limited operational testing and maintenance of the County's fire hydrants and associated appurtenances connected to existing County waterlines in Hamilton Township.

**UNTIL EITHER PARTY GIVES NOTICE OF REVOCATION, THE PARTIES AGREE AS FOLLOWS:**

1. This memorandum authorizes the Fire Department to perform routine preventative maintenance and functional testing of the County's fire hydrants and hydrant valves. The terms of this MOU do not apply to the Fire Department's use of the County's hydrants for emergency response for fire protection.

All maintenance activities performed under this MOU shall be coordinated with the County. Prior to the start of work, the Fire District shall notify the Water Department of the intention to perform hydrant maintenance activities. The County shall review the request based on current water production rates, water distribution staffing levels, and frequency of water main breaks and provide prompt feedback to the Fire District. The Parties shall coordinate to develop a plan of activities that includes notification of customers, maps identifying watermains/valves/hydrants, name and contact of the employee in responsible charge, list of Fire District employees to perform the work, and confirmation that all employees performing the work are trained and knowledgeable regarding County hydrant maintenance. Upon approval of the plan, the County shall determine if representatives from the County need to be present to train, supervise, monitor and/or assist with activities. All work performed shall be recorded and tracked on Warren County Fire Hydrant Maintenance Forms include with this agreement as **Exhibit A**.

Due to the potential of damage to the distribution system and staffing requirements, flushing of hydrants shall not be performed on Fridays, Saturdays, or Sundays, or workdays prior to holidays. Should an emergency arise that affects the integrity of the County's water system, the Fire District will immediately cease all maintenance activities when notified by the County.

2. All hydrant maintenance activities shall be performed in accordance with County standards as outlined below.
  - a. Hydrant Operation Training – All Fire Department employees participating in maintenance activities shall receive field training before performing operation and maintenance on the County's hydrants. Training shall be administered by the County or by County approved instructors from the Fire Department. If training is performed by the Fire Department the County shall be provided the opportunity to participate. Training shall be performed annually or biannually as determined appropriate by the Parties.
  - b. Customer Notification for flushing – The Fire Department shall notify customers a minimum of 48 hours prior to performing hydrant flushing. Multiple forms of notification should be used to contact customers including door hangers, customer mailers, roadway signage, Water Department social media, Township/Fire Department social media, and contact with Homeowner Associations.



- c. Fire Hydrant Operation & Inspection – As inspections are completed all issues including operational problems, failed/inoperable hydrants, and needed repairs shall be documented on the Fire Hydrant Maintenance Forms and provided to the County for follow-up action.
  - d. Painting of Hydrants – Hydrants shall be prepared for painting and must be clean, dry, and free from rust. Paint shall be industrial grade resistant to cracking, peeling, and protects against sunlight, weather, rust, oil, gasoline, corrosive chemicals and wear up to 5 years in outdoor conditions. Painting system shall be an aerosol ultra high solids system with enamel finish and shall be Inhibitaur High Solids Paint by Continental Research Corporation. The color shall be Fire Hydrant Red SKU: 09172.
  - e. Maintenance of Hydrant Caps – Inspect caps, threads, chains, and O-ring gaskets. Clean the treads with a wire brush and lubricate with an NSF Standard 61 approved graphite-based lubricant. Caps should be tightened slightly more than hand tight.
  - f. Inactive Hydrants – Hydrant rings fabricated from UV and weather resistant HDPE plastic with the wording “OUT OF SERVICE” shall be installed on the 4.5-inch pumper connection of inactive hydrants. Licensee shall contact the Water Distribution Superintendent within 1 working day upon the discovery of an inactive hydrant. All work associated with the repair of inactive hydrants shall be performed by the County or their designee.
  - g. Supplies – The County shall provide the Fire Department with paint, sanding supplies, wire brushes, lubrication supplies, out of service signs, metering equipment, and valve keys.
3. No other operation and maintenance activities not listed herein shall be performed by the Fire Department. These activities include, but are not limited to, excavation, flow testing, removal, disassembly, and/or rebuilding of fire hydrants.

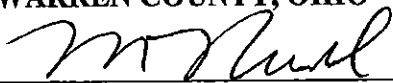
4. This MOU may be revoked by either Party at any time without cause.

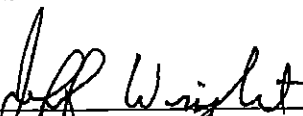
Pursuant to Board Resolution No. 24-1454  
dated 10-29-24

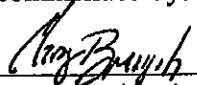
Pursuant to Board Resolution No. 24-0515C  
dated 5/15/24.

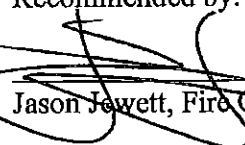
**BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO**

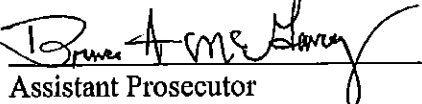
**HAMILTON TOWNSHIP**

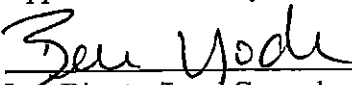
By:   
Name: Martin Russell, County Administrator  
Date: 10/29/24

By:   
Name: Jeff Wright, Administrator  
Date: 9/24/24

Recommended by:  
  
Chris Brausch, Director of Warren County  
Water & Sewer Department

Recommended by:  
  
Jason Jewett, Fire Chief

Approved as to form by:  
  
Assistant Prosecutor

Approved as form by:  
  
Law Director/Legal Counsel

# EXHIBIT A

## WARREN COUNTY WATER & SEWER

<b>HYDRANT ID NUMBER:</b>	<b>DATE:</b>		
<b>LOCATION:</b>	<b>INSPECTOR:</b>		
<b>MANUFACTURE:</b>	<b>CONTACT NO:</b>		
<b>MODEL NO:</b>			
<b>HYDRANT YEAR:</b>			
<b>HYDRANT INSPECTION:</b>			
<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
Hydrant is visible, accessible, and free of obstructions. All vegetation, landscaping, and other obstructions are sufficiently clear to operate the hydrant.			
Top of Hydrant is not leaking when hydrant is on.			
Cap gaskets are not leaking when hydrant is on.			
Hydrant barrel is in good condition without cracks or deep corrosion.			
Operating nut is not worn and does not have rounded corners.			
Outlet threads are not damaged.			
Outlet caps are secured slightly more than hand tight.			
Hydrant drains properly.			
<b>HYDRANT MAINTENANCE:</b>			
<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
Outlet threads are clean and greased.			
Hydrant required painting.			
<b>HYDRANT TESTING:</b>			
<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
Hydrant operates properly.			
Complete rotations to fully open:			
Static Pressure (psi):			
Approximately amount of water flushed through hydrant (Gallons).			
<b>HYDRANT VALVE:</b>			
<b>YES</b>	<b>NO</b>	<b>NOTES</b>	
Valve box is at proper grade & not damaged.			
Valve box is clear of debris			
Operating nut is accessible			
Valve operates properly			
<b>COMMENTS/NOTES:</b>			

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

# Resolution

Number 24-1455

Adopted Date October 29, 2024

DECLARING VARIOUS ITEMS FROM COMMON PLEAS COURT, DRUG TASK FORCE, FACILITIES MANAGEMENT, GARAGE, JUVENILE DETENTION CENTER, JUVENILE COURT, PROBATE COURT, AND SHERIFF'S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

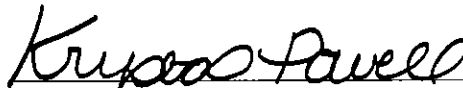
BE IT RESOLVED, to authorize disposal of various items from Common Pleas Court, Drug Task Force, Facilities Management, Garage, Juvenile Detention Center, Juvenile Court, Probate Court, and Sheriff's Office. In accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.












BOARD OF COUNTY COMMISSIONERS






Krystal Powell, Clerk

/jm

cc: 2024 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

ID	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5581	FAC24045		Lot of 2 Cleveland Steamers Model # 24CGA10.2	Ready for Review			▼
5580	JDC24004		37 inch Sharp Aquos	Ready for Review			▼
5579	GAR24035		Dell Computer	Ready for Review			▼
5578	DTF24034		2006 Cadillac STS	Ready for Review			▼
5577	DTF24033		2010 Chevrolet Silverado 1500	Ready for Review			▼
5576	CPC 2409		LOT OF CHAIRS	Ready for Review			▼
5575	GAR24032		TIRE PRESSURE MONITOR TESTER	Ready for Review			▼
5574	JUV24015		7 Computers	Ready for Review			▼
5573	JUV24014		9 Computers	Ready for Review			▼
5572	JUV24013		19 Computers, 1 Monitor	Ready for Review			▼
5571	PBT24001		8 Computers, 4 Monitors	Ready for Review			▼

ID 	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5498	SHF24020		2014 Ford Taurus	Ready for Review			▼
5497	SHF24019		2014 Ford Taurus	Ready for Review			▼

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

# Resolution

Number 24-1456

Adopted Date October 29, 2024

## ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/lkl

cc: Auditor   
Operational Transfer file  
Supplemental App. file  
OMB (file)

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO HEALTH BENEFITS FUND #6632

WHEREAS, the Health Benefits fund has exceeded its cash balance and with the ongoing increase of health benefits and prescription drug prices, and the need has arisen to increase Benefits fund #6632.

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

Supplemental Appropriation

\$ 500,000.00 into #11011110-5997 (General Fund – Operational Transfers)

Operational Transfer

\$ 500,000.00 from #11011110-5997 (General Fund – Operational Transfers)  
into #6632-41095 (Health – Legislative & Executive)

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 25<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

*Journal # 577*

\_\_\_\_\_  
Krystal Powell, Clerk

- cc: Auditor \_\_\_\_\_
- Supplemental App. file
- Operational Transfer file
- OMB (file)

**Approved By**  
*[Signature]*  
**To be Ratified**  
**Date: 10/29/24**

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011112

BE IT RESOLVED, to approve the following supplemental appropriation in order to process a Water/Sewer interest:

\$310,000.00 into #11011112-5997 (Genl BOCC OT Operational Trans)

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

- Mr. Young –
- Mr. Grossmann –
- Mrs. Jones –

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Commissioners' file  
OMB

Approved By  
*[Signature]*  
To be Ratified  
Date: 12/29/24

Jnl #502



# Resolution

Number 24-1457

Adopted Date October 29, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/22/24 and 10/24/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor

# Resolution

Number 24-1458

Adopted Date October 29, 2024

APPROVING A BOND RELEASE FOR TIMBERWIND, LLC FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES, SECTION 3/2 SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Tara Estates, Section 3/2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$15,821.00
Surety Company	:	Cashier's Check - Civista Bank #029889

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Developer  
OMB – J. Stilgenbauer  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 24-1459

Adopted Date October 29, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH VWC HOLDINGS, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTIONS TEN-A AND TEN-B SITUATED IN CLEARCREEK TOWNSHIP

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

### AGREEMENT

Bond Number	:	24-019 (W/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Ten-A & Ten-B
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$35,399.50
Surety Company	:	Old Fort Banking Company (10164846-3)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: VWC Holdings, LTD, 3601 Rigby Rd., Suite 300, Miamisburg, OH 45342  
Old Fort Banking Company, 6430 Wilmington Pike, Dayton, OH 45459  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-019 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
VWC Holdings, LTD (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The Old Fort Banking Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in <sup>TEN-A AND TEN-B</sup> The Villages of Winding Creek  
the, Boulevards at Winding Creek Subdivision, Section/Phase 10 (3) (hereinafter the "Subdivision") situated in  
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$353,995.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$35,399.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

VWC Holdings, LTD

---

3601 Rigby Rd, Suite 300

---

Miamisburg, OH 45342

---

Ph. ( 937 ) 435 - 8584

D. To the Surety:

Old Fort Banking Company

6430 Wilmington Pike

Sugarcreek Township, OH 45459

Ph. ( ) -

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

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

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 10164846-3)

\_\_\_ Original Escrow Letter (attached)

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

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

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

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



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

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

**DEVELOPER:**

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

SIGNATURE: 

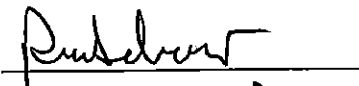
PRINTED NAME: David C. Oakes

TITLE: Manager

DATE: 10/15/2024

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Richard J Demko


TITLE: Sec V.P.

DATE: 10-8-2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1459, dated 10-29-24.


WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \*   
PRINTED NAME: David G. Young

TITLE: President

DATE: 10-29-24

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
Asst. COUNTY PROSECUTOR

Key:

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



### **Irrevocable Standby Letter of Credit No. 10164846-3**

**Beneficiary:** Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**Applicant:** VWC Holdings, Ltd.  
3601 Rigby Road, Ste 300  
Miamisburg, OH 45342

**Issue Date:** October 8, 2024  
**Expiration Date:** October 8, 2026  
**Amount:** USD \$35,399.50  
**Reference No.:** 10164846-3

**Your Reference:** The Villages of Winding Creek  
The Boulevards Section Ten  
Water and/or Sanitary Sewer

We hereby establish our Irrevocable Standby Letter of Credit No. 10164846-3 in your favor for the account of VWC Holdings, Ltd. 3601 Rigby Road, Ste 300, Miamisburg, OH 45342 up to an aggregate amount of USD \$35,399.50 available by your draft(s) at sight drawn on The Old Fort Banking Company, Old Fort, Ohio.

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

1. Beneficiary's statement signed by one purporting to be an authorized signer of the Warren County Board of Commissioners certifying that "VWC Holdings, Ltd. is in default of the installation and/or maintenance of Streets and Appurtenances, **The Boulevards Section Ten, The Villages of Winding Creek Subdivision, Clearcreek Township, Warren County, Ohio.**"
2. Original Letter of Credit and any amendments.

Partial drawings are permitted.

"It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above in writing, in writing by certified or registered mail, that

Letter of credit 10164846-3  
October 8, 2024  
Page 2 of 2

we elect not to consider this Letter of Credit renewed for any such additional period, at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit."

Draft(s) must be marked: "Drawn under The Old Fort Banking Company Standby Letter of credit No. 10164846-3 dated October 8, 2024."

We hereby agree with you that drafts drawn under and in strict compliance with the terms of this credit will be duly honored by us upon presentation at **The Old Fort Banking Company, 8034 Main St., Old Fort, Ohio 44861**, on or before our close of business on October 8, 2026 or any automatically extended expiry date.

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

This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

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

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce, Publication 590 ("ISP98"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

The Old Fort Banking Company



Richard J. Demko  
Senior Vice President

# Resolution

Number 24-1460

Adopted Date October 29, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH VWC HOLDINGS, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION TEN-A SITUATED IN CLEARCREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-020 (P/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Ten-A
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$45,235.40
Surety Company	:	Old Fort Banking Company (LOC#10164846-1)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES**  
(Including Sidewalks)

Security Agreement No.

24-020 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
VWC Holdings, LTD (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The Old Fort Banking Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Winding Creek  
ne Boulevards at Winding Creek **Subdivision, Section/Phase Ten-A** (3) (hereinafter the "Subdivision") situated in  
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$226,177.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$23,464.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$45,235.40 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$45,235.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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



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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

VWC Holdings, LTD

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3601 Rigby Rd, Suite 300

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Miamisburg, OH 45342

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Ph. ( 937 ) 435 - 8584

D. To the Surety:

Old Fort Banking Company

\_\_\_\_\_  
6430 Wilmington Pike

\_\_\_\_\_  
Sugarcreek Township, OH 45459

\_\_\_\_\_  
Ph. (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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

\_\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 10164846-1)

\_\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: 

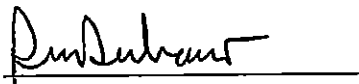
PRINTED NAME: David C. Oakes

TITLE: Manager

DATE: 10/15/2024

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Richard J. Demko


TITLE: SR. V.P.

DATE: 10-8-2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1460, dated 10-29-24.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

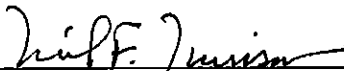
SIGNATURE: \* 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-29-24

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
Asst. COUNTY PROSECUTOR

Key:

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



## Irrevocable Standby Letter of Credit No. 10164846-1

**Beneficiary:** Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**Applicant:** VWC Holdings, Ltd.  
3601 Rigby Road, Ste 300  
Miamisburg, OH 45342

**Issue Date:** October 8, 2024  
**Expiration Date:** October 8, 2026  
**Amount:** USD \$45,235.40  
**Reference No.:** 10164846-1

**Your Reference:** The Villages of Winding Creek  
The Boulevards Section Ten-A  
Streets and Appurtenances

We hereby establish our Irrevocable Standby Letter of Credit No. 10164846-1 in your favor for the account of VWC Holdings, Ltd. 3601 Rigby Road, Ste 300, Miamisburg, OH 45342 up to an aggregate amount of USD \$45,235.40 available by your draft(s) at sight drawn on The Old Fort Banking Company, Old Fort, Ohio.

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

1. Beneficiary's statement signed by one purporting to be an authorized signer of the Warren County Board of Commissioners certifying that "VWC Holdings, Ltd. Is in default of the installation and/or maintenance of Streets and Appurtenances, **The Boulevards Section Ten-A, The Villages of Winding Creek Subdivision, Clearcreek Township, Warren County, Ohio.**"
2. Original Letter of Credit and any amendments.

Partial drawings are permitted.

"It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above in writing, in writing by certified or registered mail, that

we elect not to consider this Letter of Credit renewed for any such additional period, at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.”

Draft(s) must be marked: “Drawn under The Old Fort Banking Company Standby Letter of credit No. 10164846-1 dated October 8, 2024.”

We hereby agree with you that drafts drawn under and in strict compliance with the terms of this credit will be duly honored by us upon presentation at **The Old Fort Banking Company, 8034 Main St., Old Fort, Ohio 44861**, on or before our close of business on October 8, 2026 or any automatically extended expiry date.

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

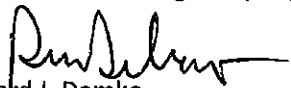
This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

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

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce, Publication 590 (“ISP98”). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

The Old Fort Banking Company



Richard J. Demko  
Senior Vice President

# Resolution

24-1461  
Number \_\_\_\_\_

October 29, 2024  
Adopted Date \_\_\_\_\_

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH VWC HOLDINGS, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION TEN-B SITUATED IN CLEARCREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-021 (P/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Ten-B
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$97,958.64
Surety Company	:	Old Fort Banking Company (LOC#10164846-2)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES**  
(Including Sidewalks)

Security Agreement No.

24-021 (PIS)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
VWC Holdings, LTD (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The Old Fort Banking Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Winding Creek  
19 Boulevards at Winding Creek **Subdivision, Section/Phase** Ten-B (3) (hereinafter the "Subdivision") situated in  
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$489,793.22,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$46,030.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$97,958.64 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.



2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$97,958.64 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

VWC Holdings, LTD

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3601 Rigby Rd, Suite 300

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Miamisburg, OH 45342

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Ph. ( 937 ) 435 - 8584

D. To the Surety:

Old Fort Banking Company

6430 Wilmington Pike

Sugarcreek Township, OH 45459

Ph. ( ) -

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

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

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 10164846-2)

\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: David C. Oakes

TITLE: Manager

DATE: 10/15/2024

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Richard J Demko

TITLE: SR. V.P.

DATE: 10-8-2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1461, dated 10-29-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]

PRINTED NAME: David G Young

TITLE: President

DATE: 10-29-24

RECOMMENDED BY:

By: [Signature]  
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
Asst. COUNTY PROSECUTOR

Key:

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



## Irrevocable Standby Letter of Credit No. 10164846-2

**Beneficiary:** Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**Applicant:** VWC Holdings, Ltd.  
3601 Rigby Road, Ste 300  
Miamisburg, OH 45342

**Issue Date:** October 8, 2024  
**Expiration Date:** October 8, 2026  
**Amount:** USD \$97,958.64  
**Reference No.:** 10164846-2

**Your Reference:** The Villages of Winding Creek  
The Boulevards Section Ten-B  
Streets and Appurtenances

We hereby establish our Irrevocable Standby Letter of Credit No. 10164846-2 in your favor for the account of VWC Holdings, Ltd. 3601 Rigby Road, Ste 300, Miamisburg, OH 45342 up to an aggregate amount of USD \$97,958.64 available by your draft(s) at sight drawn on The Old Fort Banking Company, Old Fort, Ohio.

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

1. Beneficiary's statement signed by one purporting to be an authorized signer of the Warren County Board of Commissioners certifying that "VWC Holdings, Ltd. is in default of the installation and/or maintenance of Streets and Appurtenances, **The Boulevards Section Ten-B, The Villages of Winding Creek Subdivision, Clearcreek Township, Warren County, Ohio.**"
2. Original Letter of Credit and any amendments.

Partial drawings are permitted.

"It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above in writing, in writing by certified or registered mail, that

we elect not to consider this Letter of Credit renewed for any such additional period, at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.”

Draft(s) must be marked: “Drawn under The Old Fort Banking Company Standby Letter of credit No. 10164846-2 dated October 8, 2024.”

We hereby agree with you that drafts drawn under and in strict compliance with the terms of this credit will by duly honored by us upon presentation at **The Old Fort Banking Company, 8034 Main St., Old Fort, Ohio 44861**, on or before our close of business on October 8, 2026 or any automatically extended expiry date.

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

This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

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

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce, Publication 590 (“ISP98”). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

The Old Fort Banking Company



Richard J. Demko  
Senior Vice President



# Resolution

Number 24-1462

Adopted Date October 29, 2024

ENTERING INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH CLARK VENTURES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR COPPER MILL, SECTION 1 SITUATED IN CLEARCREEK TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	24-016 (P)
Development	:	Copper Mill, Section 1
Developer	:	Clark Ventures, LLC
Township	:	Clearcreek
Amount	:	\$151,845.10
Surety Company	:	Civista Bank (LOC#10052803)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES**

Security Agreement No.

24-016(P)

This Agreement made and concluded at Lebanon, Ohio, by and between CLARK VENTURES LLC  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
CVISTA BANK (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in COPPER MILL  
Subdivision, Section/Phase ~~ONE 1~~ (3) (hereinafter the "Subdivision") situated in  
CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$759,225.49,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$82,833.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$151,845.10 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$151,845.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

CLARK VENTURES LLC

8534 YANKEE ST.

SUITE 1A

DAYTON, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

CVISTA BANK

ATTN: KEN WISEMAN

6400 PERIMETER DRIVE

DUBLIN, OH 43016

Ph. (614) 210 2407

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

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

**Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)**

**Original Letter of Credit (attached) (LETTER OF CREDIT # 10052803)**

**Original Escrow Letter (attached)**

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

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


15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

**DEVELOPER:**

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

SIGNATURE: 


PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 10/15/24

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: KEN WISEMAN

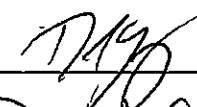
TITLE: V.P. COMMERCIAL LENDING

DATE: 10/15/24

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1462, dated 10-29-24


WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \*   
PRINTED NAME: David G. Young  
TITLE: President  
DATE: 10-29-24

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR  
Adam M. Nice

Key:

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





IRREVOCABLE STANDBY LETTER OF CREDIT

Bank ABA Routing #: 041201635

**Applicant:** Clark Ventures, LLC  
8534 Yankee St., Suite 1A  
Dayton, OH 45458

**Project:** Copper Mill Subdivision  
Phase One

**Beneficiary:** Warren County Commissioners  
105 Markey Rd.  
Lebanon, OH 45036

**Issue Date:** October 11, 2024  
**Letter of Credit No.** 10052803  
**Initial Expiration Date:** October 11, 2026

To: THE WARREN COUNTY COMMISSIONERS

We hereby issue in your favor this Irrevocable Standby Letter of Credit which is available by your sight draft(s) drawn on Civista Bank, Sandusky, Ohio, up to the maximum aggregate amount of One Hundred Fifty-One Thousand Eight Hundred Forty-Five and 10/100 Dollars (\$151,845.10). Your sight draft shall be appropriately completed and signed by your duly authorized representative and shall bear the clause: "Drawn under Civista Bank Standby Letter of Credit No. 10052803 (amount not to exceed \$151,845.10).

Accompanied by the following document:

Beneficiary's Signed Statement as follows:

"We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Clark Ventures, LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Streets and Appurtenances between Clark Ventures, LLC and the Warren County Board of County Commissioners."

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

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

This Letter of Credit is governed by the Uniform Commercial Code and is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs").




Communications with respect to this Letter of Credit shall be in writing and shall be addressed to Civista Bank, 100 E. Water Street, Sandusky, OH 44870, Attention: Kenneth E. Wiseman, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10052803.

This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Applicant and Beneficiary.

Sincerely,

CIVISTA BANK,

an Ohio Banking Corporation

By:   
Kenneth E. Wiseman,  
Vice President/Commercial Lender

# Resolution

Number 24-1463

Adopted Date October 29, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH CLARK FARMS LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN COPPER MILL, SECTION 1, SITUATED IN CLEARCREEK TOWNSHIP

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

## SECURITY AGREEMENT


Bond Number	:	24-020 (W/S)
Development	:	Copper Mill, Section 1
Developer	:	Clark Farms LLC
Township	:	Clearcreek
Amount	:	\$25,506.80
Surety Company	:	Civista Bank (LOC#10052802)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: Clark Farms LLC, 8534 Yankee Street, Suite 1A, Dayton, OH 45458  
Civista Bank, Attn: Ken Wiseman, 6400 Perimeter Drive, Dublin, OH 43016  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-020 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between CLARK VENTURES LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
CVISTA BANK (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in COPPER MILL  
Subdivision, Section/Phase ONE (3) (hereinafter the "Subdivision") situated in  
CLEARCREEK (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$255,068.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$25,506.80 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

CLARK VENTURES LLC  
8534 YANKEE STREET  
SUITE 1A  
DAYTON, OH 45458  
Ph. ( 937 ) 438 3667

D. To the Surety:

CVISTA BANK

ATTN: KEN WISEMAN

6400 PERIMETER DRIVE

DUBLIN, OH 43016

Ph. (614) 210 2407

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

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

Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 10052802)

Original Escrow Letter (attached)

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

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

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

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




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

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 10/8/2024

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: KEN WISEMAN

TITLE: V.P. COMMERCIAL LENDING

DATE: 10/15/24

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1463, dated 10-29-24.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \* [Signature]

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-29-24

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
Asst. COUNTY PROSECUTOR

Key:

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



IRREVOCABLE STANDBY LETTER OF CREDIT

Bank ABA Routing #: 041201635

**Applicant:** Clark Ventures, LLC  
8534 Yankee St., Suite 1A  
Dayton, OH 45458

**Project:** Copper Mill Subdivision  
Phase One

**Beneficiary:** Warren County Commissioners  
406 Justice Dr.  
Lebanon, OH 45036

**Issue Date:** October 11, 2024  
**Letter of Credit No.** 10052802  
**Initial Expiration Date:** October 11, 2025

To: THE WARREN COUNTY COMMISSIONERS

We hereby issue in your favor this Irrevocable Standby Letter of Credit which is available by your sight draft(s) drawn on Civista Bank, Sandusky, Ohio, up to the maximum aggregate amount of Twenty-Five Thousand Five Hundred Six and 80/100 Dollars (\$25,506.80). Your sight draft shall be appropriately completed and signed by your duly authorized representative and shall bear the clause: "Drawn under Civista Bank Standby Letter of Credit No. 10052802 (amount not to exceed \$25,506.80).

Accompanied by the following document:

Beneficiary's Signed Statement as follows:

"We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Clark Ventures, LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Water and/or Sanitary Sewer between Clark Ventures, LLC and the Warren County Board of County Commissioners."

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

It is a condition of this letter that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

This Letter of Credit is governed by the Uniform Commercial Code and is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs").



**CIVISTA  
BANK**

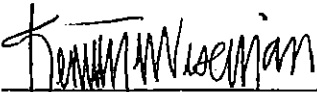
Communications with respect to this Letter of Credit shall be in writing and shall be addressed to Civista Bank, 100 E. Water Street, Sandusky, OH 44870, Attention: Kenneth E. Wiseman, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10052802.

This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Applicant and Beneficiary.

Sincerely,

CIVISTA BANK,

an Ohio Banking Corporation

By:   
\_\_\_\_\_  
Kenneth E. Wiseman,  
Vice President/Commercial Lender

# Resolution

Number 24-1464

Adopted Date October 29, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Copper Mill Section 1 Final Plat – Clearcreek Township
- The Villages of Winding Creek, The Boulevards at Winding Creek Section 10A Final Plat – Clearcreek Township
- The Villages of Winding Creek, The Boulevards at Winding Creek Section 10B Final Plat – Clearcreek Township

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 24-1465

Adopted Date October 29, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE HEALTH INSURANCE FUND #6632

WHEREAS, the Health Insurance Fund #6632 had underestimated 2024 revenue due to an Operational Transfer.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren County Budget Commission in the amount of \$18,225,460.97 for the Health Insurance fund #6632 and approve the following Supplemental Appropriation:

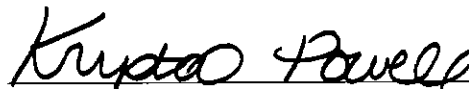
\$ 1,500,000.00      into      #66320100-5932      (Health – Medical/Rx Claims)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental File  
OMB (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

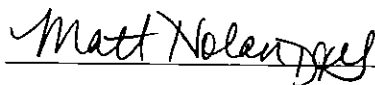
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, October 28, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Internal Service Fund	Jan. 1st, 2024	Taxes	Other Sources	Total
Health Insurance	\$676,289.97		\$17,549,171.00	\$18,225,460.97
Fund 6632				
<b>TOTAL</b>	\$676,289.97	\$0.00	\$17,549,171.00	\$18,225,460.97

 )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 24 18  
 Fund 6632 49000 +2,500,000.00

# Resolution

Number 24-1466

Adopted Date October 29, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS  
FUND #11011300

WHEREAS, it is necessary to have appropriations in place to pay for a mandatory upgrade to our  
Voter Registration System which will be reimbursed by the State.

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

\$5,675.00 into #11011300-5400 (Purchased Services)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/bs

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



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

# Resolution

Number 24-1467

Adopted Date October 29, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation into #2211:

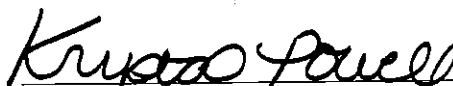
\$ 800,000.00 into #22111110-5102 (Loc Fiscal Rec – Regular Salaries)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)  
OGA

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

# Resolution

Number 24-1468

Adopted Date October 29, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 8,000.00 into BUDGET-BUDGET #22271220-5850 (Training/Education)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1469

Adopted Date October 29, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO GRANTS ADMINISTRATION  
FUND #2265

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,573.17 into #22653420-5991 (Reimbursement)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sh\

cc: Auditor            
Supplemental App file  
OGA (file)

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

# Resolution

Number 24-1470

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
#11011150

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,000.00      from    #11011150-5400      (Purchased Services)  
                         into    #11011150-5850      (Training/Education)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor   
Appropriation Adj. file  
Prosecutor (file)

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

# Resolution

Number 24-1471

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 15,000.00 from #11011220-5820 (Health & Life Insurance)  
into #11011220-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 29th day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1472

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GARAGE FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$695.00      from #11011620-5210      (Material & Supplies)  
                 into #11011620-5371      (Software-Data Board Approved)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

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

# Resolution

Number 24-1473

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES  
MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00      from #11011600-5910      (Other Expense)  
                 into #11011600-5370      (Software Non-Data Board)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor  \_\_\_\_\_  
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 24-1474

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile  
Detention fund #11012600:

\$ 3,000.00    from    #11012600-5114    (Juv Det Overtime Pay)  
                  into    #11012600-5820    (Juv Det Health & Life Insurance)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



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

# Resolution

Number 24-1475

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,600.00    from    #11012810-5460    (Insurance)  
                 into    #11012810-5850    (Training/Education)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:    Auditor   
         Appropriation Adj. file  
         Telecom (file)

# Resolution

Number 24-1476

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND  
#2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services  
fund 2203:

\$70,000.00    from    22035310-5400    (Purchased Services)  
                  into    22035310-5749    (Children Services)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Human Services (file)

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

# Resolution

Number 24-1477

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND #2245

BE IT RESOLVED, to approve the following appropriation adjustment:

\$625.77      from    #22452450-5820      (Health & Life Insurance)  
                 into    #22452450-5950      (Refunds)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 24-1478

Adopted Date October 29, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND  
#2247

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court  
RECLAIM Fund #2247:

\$3,500.00	from	#22471242-5400	(Purchased Services)
\$ 500.00	into	#22471242-5871	(Medicare)
\$3,000.00	into	#22471242-5811	(PERS)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 24-1479

Adopted Date October 29, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE TREASURER'S OFFICE  
FUND #11011130 AND DETAC FUND #2249

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,500.00	from #11011130-5820	(Health & Life Ins)
	into #11011130-5210	(Materials & Supplies)
\$2,000.00	from #11011130-5820	(Health & Life Ins)
	into #11011130-5370	(Software Non-Data Board)
\$4,000.00	from #22491130-5820	(Health & Life Ins)
	into #22491130-5102	(Regular Salaries)
\$2,000.00	from #22491130-5820	(Health & Life Ins)
	into #22491130-5811	(PERS)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cs/

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

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

# Resolution

24-1480  
Number \_\_\_\_\_

October 29, 2024  
Adopted Date \_\_\_\_\_

**APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS  
WARREN COUNTY FUND #2258**

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund #2258:

\$ 4,000.00	from	#22585800-5651	(Support Adults)
\$11,000.00	from	#22585800-5663	(Classroom Training-Adult)
\$ 3,000.00	from	#22585800-5850	(Training & Education)
\$ 3,000.00	from	#22585800-5940	(Travel)
\$15,000.00	into	#22585800-5102	(Regular Salaries)
\$ 6,000.00	into	#22585800-5820	(Health & Life Insurance)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor    
Appropriation Adjustment file  
OhioMeansJobs (file)

# Resolution

Number 24-1481

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
#2267

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County  
Sheriff's Office Fund #2267:

\$8,557.98    from    #22672200-5320    (Capital Purchases)  
                  into    #22672200-5317    (Non Capital Purchases)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

# Resolution

Number 24-1482

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, to approve the following appropriation adjustments:

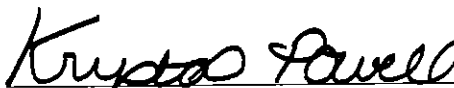
\$2,700.00    from    #22997000-5210    (Materials & Supplies)  
                  into    #22997000-5912    (Admin Costs)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sh

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



# Resolution

Number 24-1483

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$17,511.00 from #44923825-5320 (Capital Purchases)  
into #44923825-5400 (Purchased Services)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 24-1484

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 23,000.00 from #44923814-5320 (Capital Purchase)  
into #44923814-5370 (Software Non-Data Board)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 24-1485

Adopted Date October 29, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize  
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

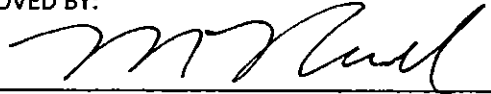
/kp

cc:

Commissioners' file

Department	Vendor Name	Description	Amount	
WAT	CINCYAUTOS INC	WAT 2024 FORD F150 4X4 SUPERCR	\$ 44,528.00	*vehicles/ obtained 3 quotes
TEL	PROLINE DEVELOPMENT INC	TEL-ENTERPRISE SURVEILLANCE CA	\$ 66,498.76	*RFP previously approved
TEL	PROLINE DEVELOPMENT INC	TEL- ENTERPRISE SURVEILLANCE C	\$ 67,900.48	*RFP previously approved
TEL	PROLINE DEVELOPMENT INC	TEL- CAMERA PROJECT INSTALLATI	\$ 61,642.50	*RFP previously approved
FAC	FRED B DE BRA CO	FAC CHILLER REPLACEMENT	\$ 211,392.55	*capital purchase/ state contract
EMS	RJE BUSINESS INTERIORS CINCINNATI OH INC	EMS RJE DISPATCH CHAIRS	\$ 3,380.00	*non capital purchase/ resolution in packet
WAT	HUNGERFORD & TERRY INC	WAT CB ANION EXCHANGE EQUIPMEN	\$ 1,018,939.00	*capital purchase/ resolution in packet
TEL	SOUND COMMUNICATIONS INC	TEL VERINT V15 RECORDING SYSTE	\$ 39,517.23	*contract in packet

10/29/24 APPROVED BY:



Martin Russell, County Administrator

# Resolution

Number 24-1486

Adopted Date October 29, 2024

WAIVING SEWER CONNECTION, NON-PARTICIPANT, CAPACITY, AND INSPECTION FEES FOR THE WARREN COUNTY PARK DISTRICT'S CONSTRUCTION OF RESTROOM FACILITIES AT THE MORROW VETERANS PARK

WHEREAS, the Warren County Park District Veterans Park is located at Hamlin Street in the Village of Morrow and contains a sports complex including soccer fields, baseball fields, and picnic pavilions; and

WHEREAS, the Veterans Park is equipped with drinking fountains served by the Village of Morrow but does not contain restroom facilities served by centralized sewer; and

WHEREAS, centralized sanitary sewer service is readily available to the property by the Warren County Water and Sewer Department from 8-inch gravity lines located along Hamlin Road; and

WHEREAS, the Warren County Park District has requested sewer service from the Warren County Water and Sewer Department for the construction of restroom facilities and has requested the waiver of sanitary sewer connection, non-participant, capacity, and inspection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements.

NOW THEREFORE BE IT RESOLVED:

1. That the following sanitary sewer connection, non-participant, capacity, and inspection fees for the construction of restroom facilities at the Warren County Park District Veterans Park are hereby waived:

Sewer Connection Fee	\$5,500
Sewer Non-Participant Fee	\$3,070
Sewer Capacity Fee	\$1,500
Sewer Inspection Fee	\$150

TOTAL \$10,220

2. That the Warren County Park District shall be responsible for all costs associated with the construction of the sanitary service from the County's existing sewer main to the proposed facilities.
3. That all sanitary sewer lateral and connection work shall be constructed in accordance with Warren County standards and inspected by a representative of the Warren County Water and Sewer Department.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
Park District (file)

# Resolution

Number 24-1487

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services fund #11012850 in order to process a vacation payout for Sara Swierk, former employee of Emergency Services:

\$252.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services –Vacation Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

# Resolution

Number 24-1488

Adopted Date October 29, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning fund #11012300 in order to process a vacation payout for Alden Payzant, former employee of Building and Zoning:

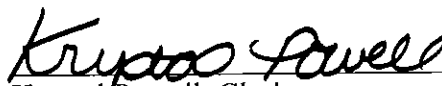
\$11,731.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012300-5882	(Building and Zoning –Vacation Leave Payout)

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building and Zoning (file)  
OMB

# Resolution

Number 24-1489

Adopted Date October 29, 2024

DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$100,000,000 OF HEALTHCARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2024 (OTTERBEIN HOMES OBLIGATED GROUP); AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST (BOND INDENTURE) TO SECURE SUCH SERIES 2024 BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID SERIES 2024 BONDS; AND AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT, A TAX CERTIFICATE AND AGREEMENT, AND VARIOUS OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BONDS

WHEREAS, pursuant to Chapter 140 of the Ohio Revised Code, the County of Warren, Ohio (the "County") is authorized to issue revenue obligations to pay the costs of, and to refund obligations previously issued to pay costs of, "hospital facilities" within the meaning of Section 140.01, Ohio Revised Code ("Hospital Facilities"); and

WHEREAS, Otterbein Homes (the "Corporation") is an Ohio nonprofit corporation and representative of an obligated group of borrowers providing long-term care, nursing, assisted-living and supported independent living facilities throughout the State of Ohio; and

WHEREAS, at the request of the Corporation, the Board of County Commissioners (the "Board") of the County has determined to authorize the issuance of not to exceed \$100,000,000 of County of Warren, Ohio Healthcare Facilities Improvement and Refunding Revenue Bonds, Series 2024 (Otterbein Homes Obligated Group) (the "Series 2024 Bonds") for the purpose providing funds, together with other available funds of the Corporation, (a) to refinance (i) those outstanding Healthcare Revenue Bonds, Series 2020 (Otterbein Homes Obligated Group) (the "Series 2020 Bonds") issued by the State of Ohio by and through the Ohio Higher Educational Facility Commission; (ii) the outstanding amounts under that certain Master Term Note made payable to Fifth Third Bank ("Fifth Third") and dated August 1, 2022 (the "Series 2022 Master Term Note"); and (iii) portions of the outstanding amounts under that certain Line of Credit Promissory Note made payable to Fifth Third and dated June 1, 2024, as extended (the "Series 2024 Master LOC Note", and collectively with the Series 2020 Bonds and the Series 2022 Master Term Note, the "Prior Obligations"), which Prior Obligations were issued to finance and refinance the acquisition, construction, renovation, installation and equipping of various Hospital Facilities of the Corporation (collectively, the "Refunding Project"); (b) to finance the acquisition, construction, renovation, installation and equipping of certain additional Hospital Facilities (the "New Money Project" and together with the Refunding Project, the "Project"); and (c) to pay the costs of issuance and other costs incidental to the foregoing; and

WHEREAS, it is necessary for the County to enter into a Public Hospital Agencies Agreement with each of the Counties of Auglaize, Clermont, Franklin, Licking, Lucas, Miami, Ottawa, and



Wood, Ohio (collectively, the "Public Hospital Agencies Agreements") permitting the County to issue its revenue bonds, the proceeds of which will finance and refinance Hospital Facilities located in such counties; and

WHEREAS, this Board is authorized by the authority contained in Chapter 140, Ohio Revised Code, to issue health care facilities revenue bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and its affiliates, this Board has determined to authorize such Series 2024 Bonds and to award the sale thereof to Fifth Third Securities, Inc.; and

WHEREAS, the County will acquire a leasehold interest in the Project pursuant to certain Agreements of Lease (each a "Lease" and collectively, the "Leases") between the Corporation or one of its affiliates (together, "Otterbein Lessees") and the County, and will sublease such Project to the Otterbein Lessees, each of which is an Ohio nonprofit corporation or limited liability company, the sole member of which is the Corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual and which has authority to operate Hospital Facilities pursuant to certain Subleases (each a "Sublease" and collectively, the "Subleases") between the County and the Otterbein Lessee(s); and

WHEREAS, it is necessary in connection with the issuance of the Series 2024 Bonds for the County to enter into the Indenture of Trust (Bond Indenture), dated as of November 1, 2024 (the "Indenture"), by and between the County and U.S. Bank Trust Company, National Association, as bond trustee (the "Bond Trustee"); and

WHEREAS, it is necessary in connection with the issuance of such Series 2024 Bonds to also provide for the authorization of a Bond Purchase Agreement, Tax Certificate and Agreement, Preliminary Official Statement and Final Official Statement, and Memoranda of Lease and Sublease for the Series 2024 Bonds; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

**SECTION 1.** That for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County of Warren, Ohio, hereby determines that revenue bonds shall be issued pursuant to Section 140.06, Ohio Revised Code, in the principal amount of not to exceed \$100,000,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated County of Warren, Ohio Healthcare Facilities Improvement and Refunding Revenue Bonds, Series 2024 (Otterbein Home Obligated Group). The Series 2024 Bonds shall be issued in the forms and denominations and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, and be payable on the dates, all as exactly provided in the Indenture and by the Bond Purchase Agreement hereinafter authorized. The Series 2024 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 30 years as set forth in the Indenture herein authorized.

**SECTION 2.** That the Series 2024 Bonds shall be payable at the designated corporate trust office of the Bond Trustee or any successor trustee.

**SECTION 3.** That each of the Series 2024 Bonds authorized hereby shall bear on its face a statement that the Series 2024 Bonds are not general obligations, debt or bonded indebtedness of the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, and the holders or owners of the Series 2024 Bonds are not given the right, and have no right, to have excises or taxes levied by the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, for the payment of the bond service charges on such Series 2024 Bonds and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Indenture herein authorized.

**SECTION 4.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute on behalf of the County, the Indenture with the aforesaid Bond Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2024 Bonds to their purchasers pursuant to the terms of said Indenture. Said Indenture shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Indenture as aforesaid.

**SECTION 5.** That this Board and said Trustee are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2024 Bonds and the Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2024 Bonds and Indenture shall be effected, including taking all actions necessary to complete the sale of the Series 2024 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

**SECTION 6.** That this Board hereby determines that the Project and the leasing of the Project from the Otterbein Lessees and the subleasing of the Project to the Otterbein Lessees, which will operate the Project, providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County, the jurisdictions in which the Project is located, and the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

**SECTION 7.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and enter into, on behalf of the County the Leases with each of the Otterbein Lessees. The Leases shall be substantially in the form or forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions and duplications as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Leases as aforesaid. It is hereby determined that such Leases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

**SECTION 8.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County the Subleases with each of the Otterbein Lessees. The Subleases shall be substantially in the form or forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions and duplications as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Subleases as aforesaid. It is hereby determined that such Subleases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

**SECTION 9.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County the Memoranda of Lease and Sublease with each of the Otterbein Lessees. The Memoranda of Lease and Sublease shall be substantially in the form or forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions and duplications as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Memoranda of Lease and Sublease as aforesaid. It is hereby determined that such Memoranda of Lease and Sublease will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

**SECTION 10.** That the County Administrator or any member of this Board be and is hereby authorized and directed to execute and deliver on behalf of the County a Bond Purchase Agreement providing for the sale of the Series 2024 Bonds substantially in the form heretofore presented to this Board by Fifth Third Securities, Inc., so long as the terms of purchase contained therein are within the guidelines established in Section 1 of this Resolution. Such Bond Purchase Agreement shall set forth the underwriting discount, principal amounts, maturities, redemption provisions and interest rate or rates on the Series 2024 Bonds, and the execution and delivery of the Bond Purchase Agreement by such County Administrator or member of this Board shall be conclusive evidence of the authorization by this Board of such underwriting discount, principal amounts, maturities, redemption provisions and interest rate or rates on the Series 2024 Bonds.

**SECTION 11.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County a Tax Certificate and Agreement in substantially the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Tax Certificate and Agreement as aforesaid.

**SECTION 12.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County the Public Hospital Agencies Agreements in substantially the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Public Hospital Agencies Agreements as aforesaid.

**SECTION 13.** That this Board, for and on behalf of the County of Warren, Ohio, hereby covenants that it will restrict the use of the proceeds of the Series 2024 Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. Any member of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2024 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2024 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

**SECTION 14.** That the Preliminary Official Statement with respect to the Series 2024 Bonds, a draft copy of which is on file with the Clerk of this Board, is hereby approved. The use and distribution of the Preliminary Official Statement by Fifth Third Securities, Inc. and the Corporation and the Otterbein Lessees prior to the date of adoption of this Resolution is hereby expressly ratified and confirmed. That any member of this Board or the County Commissioners is hereby authorized and directed to execute and deliver on behalf of the County the final Official Statement substantially in the form heretofore presented to this Board.

**SECTION 15.** That the appropriate officers of the County, including the appropriate members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other releases, cancellation, certificates, documents and instruments in connection with the issuance and public sale of the Series 2024 Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2024 Bonds with the Internal Revenue Code, letters of representation to securities depositories, documentation relating to any qualified hedges, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

**SECTION 16.** That this Board of County Commissioners, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2024 Bonds in the maximum principal amount of not to exceed \$100,000,000, the proceeds of which will be made available to finance and refinance the Project as described herein.

**SECTION 17.** That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 18.** The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

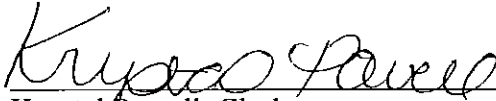
**SECTION 19.** That this resolution shall be effective from and after its adoption.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

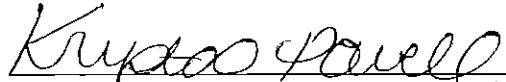
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor (certified)  
Bond File  
Bricker Graydon LLP

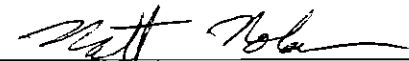
**CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on October 29, 2024, together with a true extract from the minutes of the meeting at which such resolution was adopted to the extent pertinent to consideration and adoption thereof; and further, that such a copy of the same has been filed this 29 day of October, 2024, with the County Auditor.

  
\_\_\_\_\_  
Clerk of the Board of County Commissioners

**RECEIPT**

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing, this 29 date of October, 2024, of a certified copy of the foregoing resolution to proceed.

  
\_\_\_\_\_  
County Auditor

# Resolution

Number 24-1490

Adopted Date October 29, 2024

TERMINATING THE EMPLOYMENT OF KATHERINE MULLINS, SCREENER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Mullins was charged with multiple offenses, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the above-named employee was provided an opportunity to have a pre-disciplinary conference in an effort to allow her due process rights; and

WHEREAS, said conference was held on October 14, 2024, and the Hearing Officer substantiated all charges; and

WHEREAS, Ms. Mullins has been disciplined multiple times during a two-year period in accordance with the Warren County Personnel Policy Manual following progressive discipline; and

WHEREAS, due to the recent substantiated charges and prior progressive discipline, the Deputy Director recommends termination of said employee.

NOW THEREFORE BE IT RESOLVED, in accordance with the Warren County Personnel Policy Manual, that the employment of Katherine Mullins, within the Warren County Department of Job and Family Services, Children Services Division, be terminated effective October 30, 2024; and

BE IT FURTHER RESOLVED, this action shall become a part of Ms. Mullins' personnel file.

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

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

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Children Services (file)  
K. Mullins' Personnel File  
OMB-Sue Spencer  
Tammy Whitaker