

Resolution

Number 19-0218

Adopted Date February 19, 2019

ACCEPT RESIGNATION OF ASHLEY BORSCH, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 12, 2019

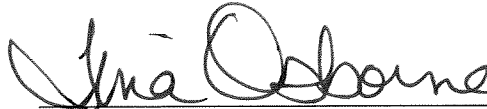
BE IT RESOLVED, to accept the resignation of Ashley Borsch, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective February 12, 2019.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Borsh's Personnel file
OMB – Sue Spencer
Tammy Whitaker
Job Class #1798

Resolution

Number 19-0219

Adopted Date February 19, 2019

ACCEPT RESIGNATION OF RICHARD SLUSHER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 11, 2019


BE IT RESOLVED, to accept the resignation, of Richard Slusher, Emergency Communications Operator within the Warren County Emergency Services Department, effective February 11, 2019.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
R. Slusher's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class 1356

Resolution

Number 19-0220

Adopted Date February 19, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KEVIN CURRAN,
WITHIN THE WATER AND SEWER

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kevin Curran;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Kevin Curran, not to exceed twelve (12) weeks; pending further documentation from Mr. Curran's
physician.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
K. Curran's FMLA file
OMB – Sue Spencer

Resolution

Number 19-0221

Adopted Date February 19, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO LAURA LANDER,
WITHIN THE WARREN COUNTY COMMISSIONERS OFFICE

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Laura Lander;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Laura Lander, not to exceed twelve (12) weeks; pending further documentation from Mrs. Lander's
physician.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file
L. Lander's FMLA file
OMB – Sue Spencer

Resolution

Number 19-0222

Adopted Date February 19, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TERRY FINAMORE, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Terry Finamore; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Terry Finamore, not to exceed twelve (12) weeks; pending further documentation from Mrs. Finamore's physician.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
T. Finamore's FMLA file
OMB – Sue Spencer

Resolution

Number 19-0223

Adopted Date February 19, 2019

APPOINT SUSANNE MASON AS THE PROJECT COORDINATOR OF WARREN COUNTY PROJECT CARE

WHEREAS, a cooperative agreement by and between the US Department of Justice-Office of Justice Program-Bureau of Justice Assistance and the Warren County Board of Commissioners was approved for the Comprehensive Opioid Abuse Site-Based Program on October 30, 2018 by resolution #18-1681; and

WHEREAS, it is the desire of the Board of County Commissioners to appoint Susanne Mason as the Project Coordinator of Warren County Project CARE; and

WHEREAS, this is a grant funded temporary position which will last approximately two years, in the event funding is not available the position will end at that time; and

NOW THEREFORE BE IT RESOLVED, to appoint Susanne Mason as the Project Coordinator of the Warren County Project CARE, compensated \$575.00 per pay period beginning with pay period starting February 16, 2019.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file
S. Mason's Personnel file
OMB – Sue Spencer
Martin Russell

Resolution

Number 19-0224

Adopted Date February 19, 2019

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CHILDREN SERVICES DIVISION


BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 19-0225

Adopted Date February 19, 2019

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CHILDREN SERVICES DIVISION

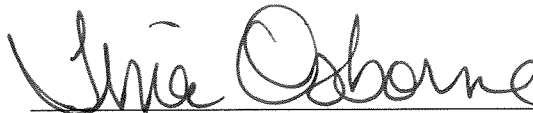
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 19-0226

Adopted Date February 19, 2019

AMEND THE WIOA YOUTH SERVICE CONTRACT WITH EASTER SEALS TRISTATE, LLC ON BEHALF OF THE WORKFORCE INVESTMENT BOARD OF BUTLER, CLERMONT, AND WARREN COUNTIES

BE IT RESOLVED, to amend the contract with Easter Seals Tristate, LLC, Administrative Authority, on behalf of the Workforce Investment Board of Butler, Clermont and Warren Counties beginning with the carryover amount of 297,475.00; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Easter Seals Tristate, LLC
Area 12 WIB Administrator
Workforce Investment Board (file)

Amendment #3:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Youth Purchase of Service Contract

The approved and entered into WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2016 and subsequently amended was entered into by and between the Workforce Investment Board of Butler, Clermont and Warren Counties/Ohio Area 12 WDB (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent and Easter Seals Tristate LLC, (hereinafter "Provider"), with its main office located at 2901 Gilbert Avenue, Cincinnati, Ohio 45206, for the purchase of Workforce Investment WIOA Youth Services identified under Exhibit I, Services To Be Purchased, is hereby modified by the Amendment #3.

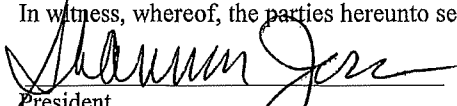
All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT

Increase the current Contract amount with the unspent PY17 WIOA Youth carryover funds of \$297,475.

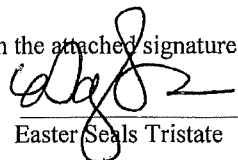
Except as modified and changed by the Amendment Number 3, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2016 and subsequently amended, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners

2/19/2019
Date

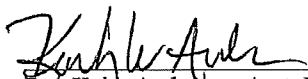


Easter Seals Tristate

02/08/2019
Date

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Resolution

Number 19-0227

Adopted Date February 19, 2019

APPROVE AND ENTER INTO A COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS, OHIO MEANS JOBS WARREN COUNTY, AND THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Community Partnership Agreement with OhioMeansJobs Warren County and The Abuse and Rape Crisis Shelter of Warren County, on behalf of Warren County Department of Human Services, agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
c/a—Abuse & Rape Crisis Shelter of Warren County
Human Services (file)

Community Partnership Agreement

This agreement is between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (WCDJFS), Ohio Means Jobs (OMJ) and the Abuse & Rape Crisis Shelter of Warren County (ARCS).

PURPOSE

The Purpose of this agreement is to develop a working partnership which will:

- Increase knowledge of signs of domestic violence, sexual assault, and human trafficking
- Educate WCDJFS and OMJ on being trauma informed and knowledgeable on resources and options available to victims.
- Increase reach and victim engagement in supportive services
- Increase visibility and presence of advocates in the community

SCOPE of WORK

The Abuse & Rape Crisis Shelter will provide the following:

1. Train employees of WCDJFS and Ohio Means Jobs on signs of domestic violence, sexual assault and human trafficking
2. Provide educational materials
3. Provide a community advocate to provide in person support service and resources upon request or referral
4. Provide ongoing refresher courses as needed and during the onboarding orientation of new employees
5. Assist in developing policy and procedure for agency response to employee or client self-disclosure of domestic violence, sexual assault, and human trafficking
6. Measure the Outcome of increase knowledge and victim services provided, and share data with the parties of this agreement

Warren County Job & Family Services and Ohio Means Jobs will provide the following:

1. Employees/staff for training
2. Adequate space to conduct the trainings
3. Employee workstation space for Recognizing the Signs (Domestic Violence, Sexual Assault, Human Trafficking), Next Steps, and Community Advocate contact information.
4. Vested in the Community Partnership to increase awareness of domestic violence, sexual assault, and human trafficking in the community.
5. Vested in linking victims of domestic violence, sexual assault, and human trafficking to the Community Advocate for services and resources.
6. Participation in yearly refresher training
7. Include training materials provided by ARCS to new employee orientation process.

ALL PARTIES AGREE TO THE FOLLOWING:

The intent of this agreement is to build and document mutually beneficial partnership between Warren County Department of Job and Family Services Division of Human Services (WCDJFS), Ohio Means Jobs (OMJ) and the Abuse & Rape Crisis Shelter of Warren County (ARCS)

This agreement does not require any funding and agrees that the Abuse & Rape Crisis Shelter will provide services and materials free of charge.

This agreement is effective beginning February 1, 2019 through December 31, 2019. At that time, the agreement will be modified to reflect the new year dates and any agreed upon changes.

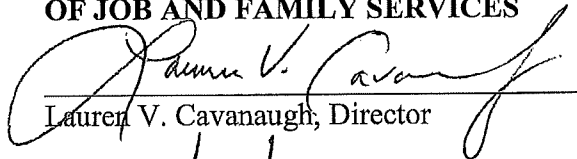
The staff and personnel involved will at all times represent both parties in this partnership in a professional manner, and reflect the commitment of all parties to quality trainings and trauma informed support services.

The commitment of personnel, facilities, supplies/materials will be honored according to the timetable agreed upon by both parties.

All parties agree to comply with all federal and state laws applicable and concerning to matters of confidentiality.

SIGNATURES

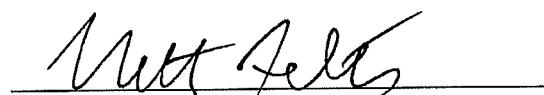
**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**



Lauren V. Cavanaugh, Director
2/13/19

Date

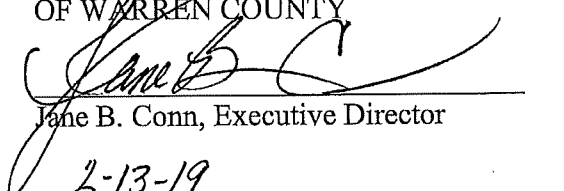
OHIO MEANS JOBS



Matthew Fetty, Director
2/13/19

Date

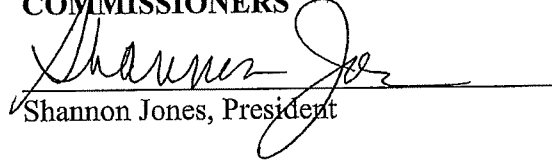
**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**



Jane B. Conn, Executive Director
2-13-19

Date

**BOARD OF WARREN COUNTY
COMMISSIONERS**

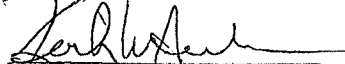


Shannon Jones, President

David G. Young, Vice President

Tom Grossmann, Member

APPROVED AS TO FORM:



Keith W. Anderson
Asst. Prosecuting Attorney

2/19/19

Date

Resolution

Number 19-0228

Adopted Date February 19, 2019

AUTHORIZE PAUL KINDELL, DIRECTOR OF TELECOMMUNICATIONS TO DIGITALLY SIGN AN AGREEMENT BETWEEN RAPIDSOS, INC. AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, RapidSOS, Inc. will provide a free service to enable Warren County Telecommunications to provide more accurate location information for 911 calls; and

NOW THEREFORE BE IT RESOLVED, to authorize Paul Kindell, Director of Telecommunications to digitally sign an agreement between RapidSOS, Inc. and Warren County Board of Commissioners to provide a free service to enable Warren County Telecommunications to provide more accurate location information for 911 calls. Copy of said agreement attached hereto and made a part hereof.

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

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

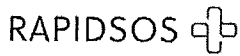
Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—RapidSOS
Telecom (file)



Welcome INdigital customers! To enable access to the RapidSOS NG911 Clearinghouse, please fill out this form.

Definitions

- ✔ **RapidSOS:** RapidSOS, Inc., a provider of emergency communications services, located at 234 West 39th St, New York, NY 10018
- ✔ **Agency:** A Public Safety Answering Point (PSAP), as defined in Section 20.3 of the rules of the Federal Communications Commission (FCC), requesting access to RapidSOS Emergency Information
- ✔ **RapidSOS Emergency Information:** Information received by RapidSOS from RapidSOS Emergency Information Providers and provided by RapidSOS to Agency, including but not limited to supplemental 9-1-1 caller location data and profile data associated with a 9-1-1 caller
- ✔ **Credentials:** Unique electronic credentials that allow Agency to access RapidSOS Emergency Information
- ✔ **RapidSOS Emergency Information Provider:** Any person that provides RapidSOS Emergency Information to RapidSOS via wire or radio communications, including without limitation manufacturers of smartphones or other connected devices, operating systems service providers, application service providers, etc.

RapidSOS Emergency Information Terms of Use

Agency explicitly acknowledges that the RapidSOS Emergency Information is provided for informational purposes only and is supplemental to location data provided from other sources, and that RapidSOS Emergency Information should not replace other emergency location information and should not be exclusively relied upon in an emergency scenario. RapidSOS Emergency Information will only be used by Agency to respond to 9-1-1 emergency calls. Agency will not use the RapidSOS Emergency Information in any manner or for any purpose that violates any applicable local, state, national, or international law, any right of any person, or use the RapidSOS Emergency Information for any illegal, unauthorized or other improper purposes. Agency specifically authorizes RapidSOS, and each RapidSOS Emergency Information Provider, to provide the other emergency communications services contemplated herein to provision RapidSOS Emergency Information to Agency.

Agency acknowledges and agrees that RapidSOS may from time to time collect and analyze data arising from the use of the RapidSOS Emergency Information in order to facilitate delivery of the RapidSOS Emergency Information and improve RapidSOS's delivery of the RapidSOS Emergency Information and Agency's experience. RapidSOS shall not share this data with any third person except for the purposes of delivering the RapidSOS Emergency Information or to the extent required by a subpoena, court order, agency action, or any other legal or regulatory requirement.

Credentials to Access RapidSOS Emergency Information

Agency hereby requests a unique set of credentials assigned to Agency that will allow Agency to access RapidSOS Emergency Information. Agency acknowledges that Agency is responsible for proper safekeeping of those credentials, and will immediately notify RapidSOS electronically to psapsupport@rapidsos.com should these unique credentials ever get exposed to unauthorized personnel or otherwise compromised. For security reasons, RapidSOS reserves the right to disable credentials and re-issue new credentials at their sole discretion. In such case, Agency or Agency vendor will be notified by RapidSOS.

By clicking "I Agree" and entering my name in the "Signature" field below, I certify that I have the authority to bind the Agency to this agreement and agree that the Agency shall be bound by the terms of this agreement.

AGENCY*

FCC ID NUMBER

AGENCY POINT OF CONTACT*

POINT OF CONTACT TITLE*

PHONE NUMBER

EMAIL*

STATE/REGION*

GEOGRAPHIC AREA COVERED BY AGENCY

ESTIMATED POPULATION COVERAGE

I agree*

SIGNATURE*

Write your full name here

DATE*

Submit

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0229

Adopted Date February 19, 2019

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-366) FOR THE CITY OF LEBANON
IN THE AMOUNT OF \$95,000.09

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-366) for the City
of Lebanon.


<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 366	Center, Fairview and Walnut Street Reconstruction Project		\$95,000.09	

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
City of Lebanon (file)

Resolution

Number 19-0230

Adopted Date February 19, 2019

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING PROCESS FOR
EMERGENCY CCTV CABLING AT WARREN COUNTY MECHANICS GARAGE

WHEREAS, on January 14, 2019 it was discovered that the Garage had been broken into and It was determined then that PRC Technology would install (11) security cameras; and

WHEREAS, PRC Technology will provide material and labor to install; (11) Cat 6 350 MHZ CMP 4UTP data cables from the existing communications closet on the mezzanine to (11) camera locations; and

NOW THEREFORE BE IT RESOLVED, to declare an emergency situation, waive the competitive bidding requirement, and approve the flowing purchase order in the estimated amount for the necessary and immediate installation of CCTV Cabling at the Warren County Garage.

Requisition order	PRC Technology	\$3,925.00
-------------------	----------------	------------

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Facilities Management (file)

Resolution

Number 19-0231

Adopted Date February 19, 2019

ENTER 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, SECTION SEVEN 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	:	19-002 (W/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Seven
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$26,961.59
Surety Company	:	Old Fort Banking Company

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: VWC Holdings, LTD, 3601 Rigby Rd., 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.

19-002(4/6)

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
OLD FORT BANKING COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Villages of Winding Creek
The Boulevards **Subdivision, Section/Phase** 7 (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 \$269,615.90,
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 _____ 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 26,961.59 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 Co

6430 Wilmington Pike

Dayton, OH 45459

Ph. (937) 848 - 6700

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 # 10138554-2)

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.**

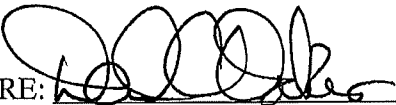
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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: 

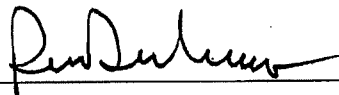
PRINTED NAME: David C. Oakes

TITLE: Manager

DATE: 1/24/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Richard Demko

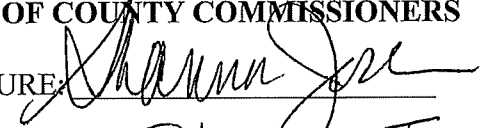
TITLE: President

DATE: 1/24/19

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0231, dated 2/19/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Shannon Jones

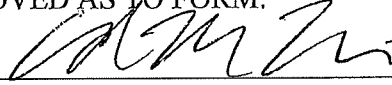
TITLE: President

DATE: 2/19/19

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



Irrevocable Standby Letter of Credit No. 10138554-2

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

Applicant: VWC Holdings, Ltd.
3601 Rigby Rd, Ste 300
Miamisburg, OH 45342-5038

Issue Date: January 24, 2019
Expiration Date: January 24, 2021
Amount: USD \$26,961.59
Reference No.: 10138554-2

Your Reference: The Villages of Winding Creek
The Boulevards Section 7
Water and/or Sanitary Sewer

We hereby establish our Irrevocable Standby Letter of Credit No. 10138554-2 in your favor for the account of VWC Holdings, Ltd. 3601 Rigby Rd, Ste 300, Miamisburg, OH 45342-5038 up to an aggregate amount of USD \$26,961.59 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 Water and/or Sanitary Sewer control, **The Boulevards Section 7, 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, 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. 10138554-2 dated January 24, 2019.”

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 January 24, 2021 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 19-0232

Adopted Date February 19, 2019

ENTER 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 SEVEN 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	:	19-003 (P/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Seven
Developer	:	VWC Holdings, Ltd.
Township	:	Clearcreek
Amount	:	\$373,966.06
Surety Company	:	The Old Fort Banking Company (10138554-1)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES
(Including Sidewalks)

Security Agreement No.

19-003 (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
The Boulevards **Subdivision, Section/Phase** 7 (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 \$848,870.38,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$287,666.20; 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 \$373,966.06 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 \$169,774.08 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

3601 Rigby Rd, Suite 300

Miamisburg, OH 45324

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 # 10138554-1)

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.**

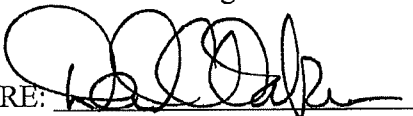
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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: 

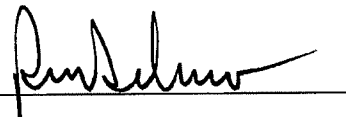
PRINTED NAME: David C. Oakes

TITLE: Manager

DATE: 1/24/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Richard J. Demko

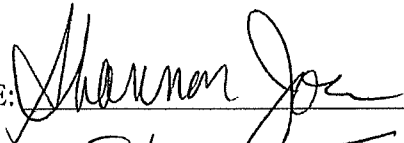
TITLE: v.p.

DATE: 1/24/19

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0232, dated 2/19/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2/19/19

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



Irrevocable Standby Letter of Credit No. 10138554-1

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

Applicant: VWC Holdings, Ltd.
3601 Rigby Rd, Ste 300
Miamisburg, OH 45342-5038

Issue Date: January 24, 2019
Expiration Date: January 24, 2021
Amount: USD \$373,966.06
Reference No.: 10138554-1

Your Reference: The Villages of Winding Creek
The Boulevards Section 7
Streets and Appurtenances

We hereby establish our Irrevocable Standby Letter of Credit No. 10138554-1 in your favor for the account of VWC Holdings, Ltd. 3601 Rigby Rd, Ste 300, Miamisburg, OH 45342-5038 up to an aggregate amount of USD \$373,966.06 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 7, 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, 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. 10138554-1 dated January 24, 2019.”

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 January 24, 2021 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 19-0233

Adopted Date February 19, 2019

APPROVE VARIOUS RECORD PLATS

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

- River's Bend Golf Club Community Section 7A – Hamilton Township
- The Villages of Winding Creek, The Boulevards at Winding Creek, Section Seven – Clearcreek Township

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0234

Adopted Date February 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS ADMINISTRATION
FUND #2251

WHEREAS, it is necessary to increase appropriation in Fund #2251 to implement the Child Assessment and Response Evaluation (CARE) Project; and

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 15,000.00 into 22511111-5102 (COAP Grant Opioid Abuse Prog - Regular Salaries)
\$ 2,000.00 into 22511111-5317 (COAP Grant Opioid Abuse Prog Non Capital Purchases)
\$ 50,000.00 into 22511111-5410 (COAP Grant Opioid Abuse Prog Contracts BOCC Appr)
\$ 2,100.00 into 22511111-5811 (COAP Grant Opioid Abuse Prog PERS)
\$ 220.00 into 22511111-5871 (COAP Grant Opioid Abuse Prog Medicare)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental Appropriation file
OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0235

Adopted Date February 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation adjustment into Warren County Sheriff's Office Fund #2295:

\$800.00 into 22952200 5210 (Materials & Supplies)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 19-0236

Adopted Date February 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2295:

\$100.00 into 22952200 5400 (Purchased Services)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 19-0237

Adopted Date February 19, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriations into Warren County Sheriff's Office Fund #6630:

\$208,146.22 into 66302251 5991 (Reimbursement)

\$31,554.38 into 66302258 5991 (Reimbursement)

\$57,893.63 into 66302259 5991 (Reimbursement)

\$13,662.32 into 66302260 5991 (Reimbursement)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)
OMB

Resolution

Number 19-0238

Adopted Date February 19, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#11011301 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 8,000.00	from	#11011301-5151	(Special Election-Pollworkers)
	into	#11011300-5151	(Pollworkers)
\$50,000.00	from	#11011301-5151	(Special Election-Pollworkers)
	into	#11011300-5320	(Capital Purchases)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 19-0239

Adopted Date February 19, 2019

APPROVE 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 leave payout for Nancy Machulskiy former employee of Emergency Services:

\$1,962.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012850-5882 (Emergency Services - Vacation Leave Payout)


\$36.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11012850-5881 (Emergency Services - Sick Leave Payout)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services' (file)

Resolution

Number 19-0240

Adopted Date February 19, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,700.00 from #55903090-5317 (Non Capital Purchase)
 into #55903090-5318 (Data Bd Approv, Non Cap Purchase)

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

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

Resolution adopted this 19th day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)