

# Resolution

Number 22-1491

Adopted Date October 04, 2022

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

BE IT RESOLVED, to hire Deilibeth Cruz as, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$22.22 per hour, under the Warren County Job and Family Services compensation plan, effective October 10, 2022, subject a negative background check, drug screen 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
D. Cruz' Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-1492

Adopted Date October 04, 2022

HIRE EVAN MAHLE AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Evan Mahle as, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$21.22 per hour, under the Warren County Job and Family Services compensation plan, effective October 24, 2022, subject a negative background check, drug screen 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
E. Malhe's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-1493

Adopted Date October 04, 2022

RECOGNIZE THE OF HIRING OF TRACI STIVERS, DIRECTOR OF COMMUNITY RELATIONS, WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015, Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the executive Director, Rebecca Ehling has hired Traci Stivers as Director of Community Relations with the approval of the Workforce Investment Board Butler, Clermont. and Warren Counties; and


NOW THEREFORE BE IT RESOLVED, to recognize the hiring of Traci Stivers, Director of Community Relations, within the Workforce Investment Board Butler, Clermont, Warren Counties, unclassified, full-time, permanent, non-exempt status, at a rate of \$2,884.63 bi-weekly, effective October 24, 2021, subject to a negative drug screen and background check (BCI).

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Workforce Investment Board (file)  
T. Stivers' Personnel file  
OMB – S. Spencer

# Resolution

Number 22-1494

Adopted Date October 04, 2022

END TEMPORARY PAY SUPPLEMENT FOR JEFF STILGENBAUER, FISCAL SPECIALIST, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, there is no longer a need for Mr. Stilgenbauer to assist other Commissioner departments; and


NOW THEREFORE BE IT RESOLVED, to end the temporary supplement for Jeff Stilgenbauer effective pay period ending October 7, 2022.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: OMB (file)  
J. Stilgenbauer's Personnel file  
OMB-Sue Spencer

# Resolution

Number 22-1495

Adopted Date October 04, 2022

## ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2023 Community Development Block Grant (CDBG) Program, to be held Tuesday, November 22, 2022, at 4:30 p.m., in the County Commissioners' Meeting Room; and


BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Journal Pulse newspaper, in accordance with CDBG guidelines.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

# Resolution

Number 22-1496

Adopted Date October 04, 2022

AUTHORIZE THE TREASURER TO INITIATE CONTRACT NEGOTIATIONS WITH HARRIS LOCAL POINT FOR TAX BILL PRINTING AND MAILING SERVICES FOR THE WARREN COUNTY TREASURER

WHEREAS, with the adoption of Resolution #22-1228 on August 09, 2022, the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested vendors for tax bill printing and mailing services for the Warren County Treasurer's Office; and

WHEREAS, seven proposals were received, reviewed, and scored by the County Treasurer based on the criteria set forth in the request for proposal; and

WHEREAS, based on the rankings the County Treasurer, Barney Wright, recommends entering into contract negotiations with the top ranked vendor; and

NOW THEREFORE BE IT RESOLVED, that the Board accepts the evaluation and rankings which are attached, and further authorizes the Treasurer to enter into contract negotiations with the highest ranked vendor, Harris Local Point.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Treasurer (file)  
Bid File

RFP 2022

Proposal	0.45 Costs w/o inserts	Score	0.35 Capabilities	0.15 Exp. & Ref	0.05 Proximity	Score
American Solutions		3	5	7	3	4.15250
PacWest		2	5	1	5	3.05000
OSG		6	5	5	2	5.35000
Harris		5	7	5	2	5.70000
Ppi		1	5	5	5	3.05000
Divco		4	7	7	3	5.40000
PNC		0	7	7	2	3.75000

# Resolution

Number 22-1497

Adopted Date October 04, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR A VOIP INTEGRATED DECT HEADSET

WHEREAS, Business Communication Specialists will provide a VOIP, integrated DECT headset per quote AAAQ17424 for Warren County Telecommunication, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for VOIP, Integrated DECT headset; as attached hereto and 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Business Communication Specialists  
Telecom (file)





162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcsip.com

# QUOTE

**Number** AAAQ17424  
**Date** Sep 13, 2022

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Bryon Palitto  330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
1	51305332 VoIP, Integrated DECT Headset	\$358.00	D40	\$214.80	\$214.80
1	SHIP Shipping Charges	\$0.00		\$15.00	\$15.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.  
 Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

<b>SubTotal</b>	\$229.80
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$229.80</b>

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Tom Grossmann Date: 10/4/22

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

[Handwritten Signature]  
 Adam M. Nice  
 Asst. Prosecuting Attorney



**BUSINESS  
COMMUNICATION  
SPECIALISTS**

162 Main Street  
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.businesscommunicationspecialists.com

## **Warren County Standard Terms and Conditions**

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### **Payment Terms**

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

### **Rescheduling Fee**

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### **Warranty & Additional Notes**

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### **Technical Support**

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### **License Agreement**

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### **Limit of Remedy:**

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

# Resolution

Number 22-1498

Adopted Date October 04, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1, SALES ORDER Q-104693 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #1, Sales Order Q-104693 for Enterprise CAD Automatic Dispatch; and


NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #1, Sales Order Q-104693 for Enterprise CAD Automatic Dispatch 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)  
Telecom (file)



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH Sales Order Q-104693 Task Completion Report #1

**Reference:** Enterprise CAD Automatic Dispatch Q-104693 PO 22002198

**Effective Date:** 9/7/2022

The purpose of the Task Completion Report ("TCR") is to document the mutual agreement between CentralSquare and the Client on the items listed in this TCR, in reference to **Warren County, OH – Enterprise CAD Automatic Dispatch Q-104693**

### Completion of Project Deliverables:

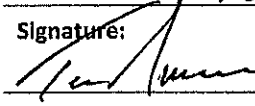
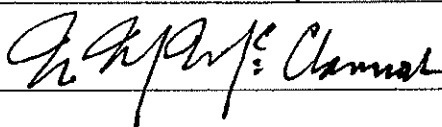
1. Go-Live of Enterprise CAD Automatic Dispatch annual subscription – 9/7/2022
2. Technical services – 9/7/2022
3. Project management services – 9/7/2022

**Acknowledgement:** Upon receipt of this TCR, CentralSquare will provide an invoice for the following deliverables:

Description	Amount
<b>100% due upon completion</b>	
Public Safety Consulting Services – Fixed Fee	\$780.00
Public Safety Project Management Services – Fixed Fee	\$195.00
<b>Total</b>	<b>\$975.00</b>

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: 	Date: <u>10/4/22</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamrock</u>	
	Signature: 	Date: <u>9/7/2022</u>

# Resolution

Number 22-1499

Adopted Date October 04, 2022

## ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

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

Performance Training Solutions, LLC  
7791 Taylor Rd, STE A  
Reynoldsburg, OH 43068

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs  
OhioMeansJobs (file)

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Performance Training Solutions, LLC, 7791 Taylor Rd SW, STE A, Reynoldsburg, OH 43068**, hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2023. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to



require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

**General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

### **Assurances and Certifications:**

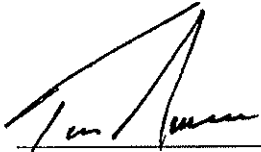
1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors or has programmatic accreditation through the NCCER and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements

between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

***Signature Page***


In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Tom Grossmann, President

10/4/22  
Date

**Contractor**

  
\_\_\_\_\_  
Authorized Contractor Signature

9-23-2022  
Date

Rich Lee  
Typed Name of Authorized Contractor

9/23/2022  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Adam Nice, Asst. Prosecutor

9/28/22  
Date

# Resolution

Number 22-1500

Adopted Date October 04, 2022

APPROVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH KINGS LOCAL SCHOOL DISTRICT FOR SCHOOL RESOURCE DEPUTIES ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

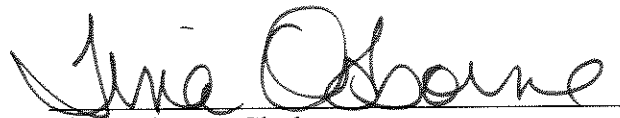
BE IT RESOLVED, to approve the Agreement and Memorandum of Understanding with the Kings Local School District for School Resource Deputies on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School District  
Sheriff (file)

**KINGS LOCAL SCHOOL DISTRICT AND WARREN COUNTY SHERIFF'S OFFICE  
SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF  
UNDERSTANDING AND AGREEMENT**

This Agreement and Memorandum of Understanding entered and effective as of the date last signed below is between the Warren County Board of Commissioners on behalf of the Warren County Sheriff's Office (hereinafter "WCSO"), the Kings Local School District (hereinafter "KLSD") (collectively referred to as "the parties").

**Whereas**, KLSD requires a safe and orderly environment in order to successfully educate its students and requires school resource officers (hereinafter "SRO") for this purpose and;

**Whereas**, WCSO desires to provide deputies to act as SROs to provide law enforcement public safety services to KLSD for the SRO Program.

**Whereas**, pursuant to Section 3313.951 of the Ohio Revised code the parties join in this agreement and memorandum of understanding with the goal of collaboration between the parties to ensure school administrators, staff, and students have the resources and expertise to maintain safety, order and discipline on its school campuses (this activity is hereinafter referred to as the "SRO Program"). The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

**Whereas**, this agreement and memorandum of understanding clarifies the roles of the SRO and school administrators, the scope of their authority, their duties to provide effective communication, and other responsibilities of the parties.

**Now therefore**, the parties agree as follows:

**1. WCSO Responsibilities:**

- 1.1. WCSO, in collaboration with Deerfield Township and the Warren County Commissioners, shall be responsible to provide a total of **4 deputies** to act as SROs for KLSD.
- 1.2. WCSO shall be responsible to provide uniforms, weapons, salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance.
- 1.3. WCSO shall be responsible for supplying necessary marked patrol vehicles and will bear the cost of all vehicle operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.
- 1.4. WCSO shall be responsible for the cost of the SROs continued professional education and training pertaining to all functions of WCSO sworn personnel.
- 1.5. WCSO shall invoice KLSD pursuant to the attached Schedule A. WCSO will invoice KLSD quarterly in advance of SRO services being provided.

- 1.5.1 WCSO will return any overpayments to KLSD 60 days after the current calendar year.
- 1.6. WCSO shall be responsible to secure the funds for the remaining costs of the SRO Program not paid by KLSD, as described in Paragraph 2.1 below. WCSO may secure financial contributions from Deerfield Township Board of Trustees in its annual police service agreement to pay for some or all the remaining costs of the SRO Program.
- 1.6.1. In the event that WCSO cannot secure funding to pay for the remaining costs of the SRO Program not paid by KLSD through its annual police services agreement with Deerfield Township, or any other source, then WCSO shall have the sole discretion to reduce the number of SROs provided to KLSD. WCSO shall provide KLSD 30 days advanced written notice prior to any reduction in SROs.
- 2. KLSD Responsibilities:**
- 2.1 KLSD shall be responsible to pay WCSO an amount equivalent to 62.5% of the **actual total cost of service of 4 deputies**. This number was arrived by calculating the estimated costs of service for 3 SROs providing services for 10 months each [one "school year" each for only 3 SROs]. The remaining costs of the SRO Program shall be secured by the WCSO pursuant to Paragraph 1.6. et seq.
- 2.1.1 WCSO will provide an annual addendum [referred herein as Schedule A] that details the **actual total cost of service**. The parties acknowledge and agree that this amount is subject to fluctuations based on collective bargaining agreements, the assignment of a particular deputy, salaries, and benefits, etc.
- 2.2 KLSD shall be responsible for the cost of training pertinent to the SRO Program, in an amount not to exceed \$1,500.00 total, any additional training costs shall be paid by the WCSO. SRO Program should focus on understanding child and adolescent development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crises intervention methods, and school safety.
- 2.3 If KLSD shall cause any overtime to be owed to an SRO due to KLSD seeking SRO services for school related activities including but not limited to athletic events, student performances, dances, field trips or other extracurricular activities, KLSD shall be solely responsible for any such overtime. WCSO will include the overtime on the applicable invoices.
- 2.4 KLSD shall pay any quarterly invoices it received from WCSO within 30 days of receipt, pursuant to Schedule A.
- 3. Relationship of the Parties**
- 3.1 The WCSO shall provide all SRO services pursuant to this contract as an independent contractor. The SRO will, at all times, be under the direct supervision and control of the WCSO, and subject to the rules, regulations, and policies of the WCSO, and the laws of the State of Ohio and the United States Government. In no event shall the SRO be considered an employee of KLSD. The SRO, as the employee of an independent contractor, is not authorized to make a contract, agreement, or promise on behalf of KLSD, or to create any implied obligation on behalf of KLSD.

#### **4. Term and Termination**

4.1 The terms of this contract shall commence upon final signature below and continue through and terminate at 11:59 p.m., July 31, 2027. However, this contract may be renewed for an additional term by a written addendum executed by both parties. Either party may terminate this contract without cause by giving 90 days written notice to the other party or upon 30 days written notice if for cause. The contract shall also terminate automatically at 11:59 p.m. on July 31<sup>st</sup> of every calendar year after 2027, in the event the parties fail to agree upon the division of SRO payroll costs for the subsequent calendar by that day and time.

#### **5. Responsibilities of SRO**

- 5.1 The SRO is a sworn Warren County Deputy Sheriff assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and support of the Campus' of KLSD. The SRO will be considered an active member of the administrative team.
- 5.2 The SRO's assigned school buildings, grounds, and surrounding will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO. In an emergency, in the absence of the SRO, the school shall call 911.
- 5.3 The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. The WCSO shall assign a substitute SRO to perform all SRO duties whenever the primary SRO is unavailable due to illness, vacation or emergency.
- 5.4 The SRO shall wear the regulation deputy uniform and operate a marked sheriff's cruiser while on duty unless otherwise authorized. The supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of the WCSO to students and staff.
- 5.5 While the primary role of the SRO will be that of a law enforcement officer the SRO shall also fulfill the additional roles of counselor, teacher, and community liaison.
- 5.6 The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- 5.7 The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instruction in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.



- 5.8 When it is in the best interest of the WCSO and the school, the SRO may make formal presentation to, or participate in, school-based community organization meetings. The supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the supervisor informed of the status of such additional activities.
- 5.9 A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO shall meet weekly, or more frequently, if necessary, with the assigned school principal or their designee for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- 5.10 The SRO is expected to be familiar with school rules and how they are applied by the school. Routinely, rule infractions will not be handled as violations of law, but instead will be referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct. If not otherwise prohibited by law or WCSO policy, the principal or their designee may direct the SRO to investigate school rule violations and appear as a witness as resulting proceedings before the school board or any other appropriate forum. The following procedures will be adhered to where arrests of students, staff or trespassers become necessary:
- 5.10.1 Arrests of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical.
- 5.10.2 Persons who have been deemed as non-students without legitimate reason to be on school grounds or those, including students, whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.
- 5.10.3 The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.
- 5.10.4 The SRO shall make every effort to affect each arrest in a manner as to provide minimal disruption to school operations.
- 5.10.5 The SRO shall make notification to a juvenile offender's parent or guardian in accordance with the WCSO procedures.
- 5.11 It is agreed that SROs shall not transport students except:
- 5.11.1 When the student is a victim of crime, under arrest, when a student is suspended and sent home from school and the student's parent or guardian has refused or is unable to transport the student within a reasonable time and it has confirmed that the student's parent is at the destination to which the student is to be transported, or some other exigent circumstances exist.

## **6. Responsibilities of School Principal**

- 6.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal or their designee shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues.

- 6.2 The principal shall ensure the SRO is provided a designated work area equipped with a telephone and computer. The principal shall also ensure the SRO has unrestricted access to a photocopier and fax machine. The principal shall provide the SRO access to the internet but will follow the guidelines set forth in the school district's acceptable use policy.
- 6.3 The principal shall meet with the SRO supervisor at the request of either party when needed to ensure adequate communication between the school and WCSO. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the annual evaluation of the SRO's performance. The principal is also encouraged to consult with the SRO supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school district.
- 6.4 The principal shall ensure the school staff are trained and have an understanding of the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly participate in routine emergency drills, the principal shall facilitate this effort and cooperation.
- 6.5 The principal or their designee shall ensure there is always an administrator onsite. The SRO is not given sole charge of the building in the absence of the school administrator(s).

#### **7. Responsibilities of SRO Supervisor**

- 7.1 The SRO supervisor shall ensure the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.
- 7.2 The SRO supervisor shall act as liaison between the KLSD and the WCSO. The SRO supervisor will immediately address any personnel concerns KLSD brings forward regarding the SRO.

#### **8. Entire Agreement**

- 8.1 This agreement and memorandum of understanding contains the entire agreement between the parties with respect to the SRO program and supersedes all prior written or oral agreement between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

#### **9. Modification or Amendment**

- 9.1 No modification or amendment of any provisions of this agreement and memorandum of understanding shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which referred specifically to this memorandum of understanding and states that amendment or modification is being made in the respects as set forth in such amendment.


**[The remainder of this page is intentionally left blank.]**

**10. Execution**

In execution whereof, the undersigned duly authorized parties hereby agree to the above agreement and memorandum of understanding and all of its terms and conditions.

**Warren County Board  
Of Commissioners**

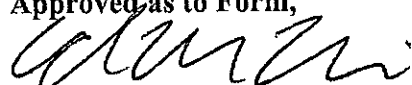
10/04/22  
Date

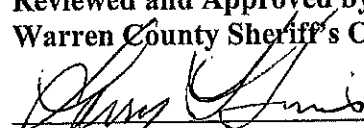
  
\_\_\_\_\_  
President / Vice President

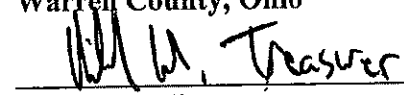
Tom Grossmann  
Printed Name

10/4/22  
Date

Resolution Number: 22-1500

Approved as to Form,  
  
\_\_\_\_\_  
Adam M. Nice  
Assistant Prosecuting Attorney  
Warren County

Reviewed and Approved by  
Warren County Sheriff's Office  
  
\_\_\_\_\_  
Larry L. Sims, Sheriff

**Kings Local School District  
Warren County, Ohio**  
  
\_\_\_\_\_  
Authorized Signatory  
Mike Morrow  
Printed Name

## Schedule A

### 2023 Kings SRO Enforcement

Updated: 9/23/2022

Salaries				\$317,326.40
Overtime				\$8,500.00
PERS	18.10%	\$325,826.40		\$58,974.58
Benefits				\$62,647.70
<i>Single / Base</i>	1	\$547.49	\$5,474.90	
<i>Family / Base</i>	4	\$1,429.32	\$57,172.80	
<i>Couple / Base</i>	0	\$719.91	\$0.00	
<i>Waive</i>	1	\$0.00	\$0.00	
Worker's Comp	2%	\$325,826.40		\$6,516.53
Medicare	1.45%	\$325,826.40		\$4,724.48
Total (Contract Enforcement)				\$458,689.69

# Resolution

Number 22-1501

Adopted Date October 04, 2022

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 9/27/22 and 9/29/22 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 22-1502

Adopted Date October 04, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH WILSON FARMS DEVELOPMENT II, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WILSON FARMS SECTION SIX, PHASE B SITUATED IN FRANKLIN TOWNSHIP

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

## AGREEMENT


Bond Number	:	22-018 (W/S)
Development	:	Wilson Farms Section Six, Phase B
Developer	:	Wilson Farms Development II, LLC
Township	:	Franklin
Amount	:	\$33,371.20
Surety Company	:	Great American Insurance Co. (4421319)

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CGB

cc: Wilson Farms Development II LLC, 2610 Crescentville Rd, West Chester, OH 45069  
Great American Insurance Company, 301 E. 4<sup>th</sup> Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file

Form WA-3  
Rev. 08/2016

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

22-018 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
WILSON FARMS DEVELOPMENT II, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
GREAT AMERICAN INSURANCE COMPANY (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
WILSON FARMS Subdivision, Section/Phase SIX / B (3) (hereinafter the "Subdivision") situated in  
FRANKLIN (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 \$333,715.00,  
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 \$33,371.20 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:

WILSON FARMS DEVELOPMENT II, LLC

---

2610 CRESCENTVILLE RD

---

WEST CHESTER OH 45069

---

Ph. ( 513 ) 326 - 6000

---

D. To the Surety:

GREAT AMERICAN INSURANCE COMPANY

301 E 4TH ST

CINCINNATI OH 45202

Ph. ( 513 ) 412 - 9176

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

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

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

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

       **Original Escrow Letter** (attached)

  X   **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: 

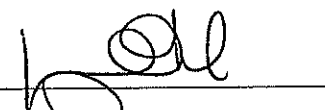
PRINTED NAME: DANIEL STREICHER

TITLE: DIRECTOR OF DEVELOPMENT

DATE: 8/25/22

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Liz Ohi

TITLE: Attorney-in-Fact

DATE: 08/24/2022

**[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 22-1502, dated 10/04/22.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

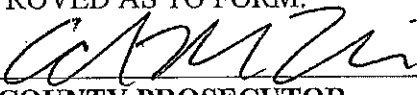
TITLE: President

DATE: 10/4/22

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR  
Adam Nice, A.P.A.

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

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-6000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than NINE

No. 0 21501

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	LIZ OHL	ALL
MARY BETH MILLING	JULIE SIEMER	\$100,000,000
RANDAL T. NOAH	G. DALE DERR	
STELLA ADAMS	NANCY NEMEC	
KATIE ROSE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of DECEMBER, 2020  
GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of DECEMBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of August, 2022



*Stephen C. Beraha*

Assistant Secretary



August 24, 2022

Sunesis Properties, LLC  
2610 Crescentville Road  
West Chester, OH 45069

Dear Daniel,

Enclosed is the bond you requested. This bond has an initial term of 8/24/2022 to 8/24/2023 and will renew annually until released in writing by the obligee.

Principal: Wilson Farms Development II, LLC  
Obligee: Warren County, OH  
Bond Description: Water/Sanitary Sewer Performance Bond (Section/Phase: Six/B)  
Bond Amount: \$33,371.20  
Bond #4421319

**FILING INSTRUCTIONS:** Sign the bond where indicated and then submit the original to Warren County, OH.

**PAYMENT INSTRUCTIONS:** An invoice will be emailed to you shortly.

**CANCELLATION INSTRUCTIONS:** If this bond is no longer needed, please complete the cancellation request below and return the original bond to us at AssuredPartners Bond Dept., 5905 East Galbraith Rd, Suite 5000, Cincinnati, OH 45236.

Thank you for placing your business with AssuredPartners! If you have any questions, you can contact me at [APMW.Bonds@assuredpartners.com](mailto:APMW.Bonds@assuredpartners.com) or (513) 624-1721.

Regards,

*Liz Ohl*

Midwest Regional Commercial Surety Team Leader

---

### Cancellation Request

Please provide a reason, then sign & date the cancellation request below and return this letter and the original bond to AssuredPartners Bond Dept., 5905 East Galbraith Road, Suite 5000, Cincinnati, OH 45236

**\*\*\*PLEASE RETURN THE ORIGINAL BOND WHEN REQUESTING CANCELLATION\*\*\***

Principal: Wilson Farms Development II, LLC  
Bond # 4421319

I am requesting cancellation of this bond for the following reason: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Midwest Region

# Resolution

Number 22-1503

Adopted Date October 04, 2022

## APPROVE VARIOUS RECORD PLATS

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

- Wilson Farms Section 6B – Franklin 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC



# Resolution

Number 22-1504

Adopted Date October 04, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO AUDITOR'S OFFICE FUND  
11014100

WHEREAS, the Warren County Auditor's Office did not receive the billing certification for the vital statistics filing fees from the Ohio Department of Health, Bureau of Vital Statistics for birth and death certificates for the years 2018, 2019, and 2020 that would have been paid in 2019, 2020 and 2021; and

WHEREAS, those billings have now been received and need to be paid;

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

\$2,070.00 into # 11014100-5910 (Other Expense)

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)   
Supplemental Appropriation file

# Resolution

Number 22-1505

Adopted Date October 04, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriations:

\$ 40,000.00	into	BUDGET-BUDGET 22891224-5102	(Regular Salaries)
\$ 4,000.00	into	BUDGET-BUDGET 22891224-5811	(PERS)
\$ 900.00	into	BUDGET-BUDGET 22891224-5871	(Medicare)
\$ 20,000.00	into	BUDGET-BUDGET 22891227-5102	(Regular Salaries)
\$ 1,200.00	into	BUDGET-BUDGET 22891227-5811	(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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1506

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND  
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from 11011220-5820 (Health/Life Insurance)  
into 11011220-5371 (Software w/ DA)

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Common Pleas (file)

# Resolution

Number 22-1507

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND  
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

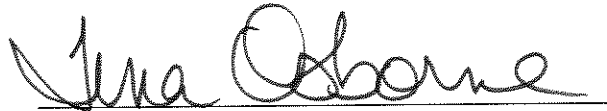
\$725.00      from #11011280-5142      (Acting Judges Payroll)  
                 into #11011280-5102      (Regular Salaries)

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)

# Resolution

Number 22-1508

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

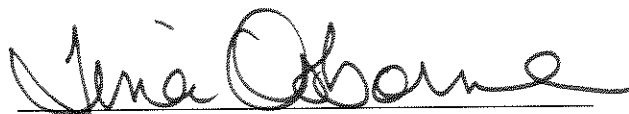
\$1,200.00	from	#11012100-5855	(Coroner – Clothing/Personal Equipment)
	into	#11012100-5400	(Coroner –Purchased Services)

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 22-1509

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00	from	#11012100-5850	(Coroner – Training/Education)
	into	#11012100-5400	(Coroner –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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 22-1510

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00      from    #11012100-5940      (Coroner – Travel)  
                         into    #11012100-5400      (Coroner –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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 22-1511

Adopted Date October 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Katie Pyle:

\$5,130.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB



# Resolution

Number 22-1512

Adopted Date October 04, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

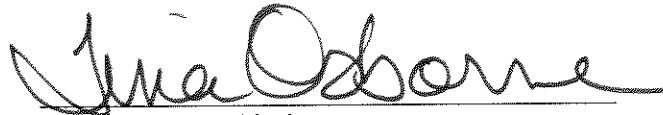
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
ENG	TRANSPORTATION IMPROVEMENT DISTRICT	BOCC CONTRIBUTION FOR THE SECOND HALF OF 2022	\$ 1,673,667.99

**PO CHANGE ORDER**

Department	Vendor Name	Description	Amount
FAC	PRODIGY BUILDING SOLUTIONS LLC	SILVER STREET PAVING	\$ 13,024.00 INCREASE
WAT	TERRAN CORPORATION	PROFESSIONAL SERVICES FOR WELL OPTIMIZATION ST	\$ 348,185.00 INCREASE

10/4/2022 APPROVED:



---

Tiffany Zindel, County Administrator

# Resolution

Number 22-1513

Adopted Date October 04, 2022

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON LYTLE FIVE POINTS ROAD (CR#46) BEGINNING AT CROSSLEY/YANKEE ROAD AND CONTINUING TO STATE ROUTE 48

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Lytle Five Points Road (CR#46) beginning at Crossley/Yankee Road to State Route 48; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Warren County, Ohio that:

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Lytle Five Points Road (CR#46) beginning at Crossley/Yankee Road to State Route 48.

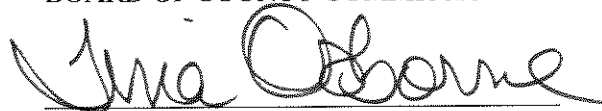
Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 22-1514

Adopted Date October 04, 2022

AUTHORIZE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TERRAN CORPORATION, INCREASING PURCHASE ORDER NO. 21002438 FOR THE HYDROGEOLOGICAL EVALUATION OF THE SOUTH WELLFIELDS, SUBFUND NO. 5410

WHEREAS, Warren County (hereinafter "County") and the Terran Corporation (hereinafter "Terran") entered into a professional services agreement on October 26, 2021 for the hydrogeological evaluation of the County's existing wellfields to quantify the potential production capacity and sustainability of the County's source water; and

WHEREAS, the steady-state hydrogeological model created by Terran identified the possibility of developing the County's Middletown Junction property with a three-well operation pumping between 550 to 600 gallons per minute per well and producing 2.5 million gallons per day; and

WHEREAS, the County is interested in further analysis of the Middletown Junction property and also evaluation of the existing Thompson Wellfield property to exploring the possibility of installing additional production wells along the property; and

WHEREAS, it is the desire of this Board to amend the Agreement with Terran to allow for additional professional services including detailed hydrogeological analysis of the Middletown Junction and Thompson Wellfield properties; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 21002438 to Terran, Corporation. in the amount of \$348,185 creating a new contract price of \$391,485. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:


1. The scope of services shall be as stipulated in the "Proposal for Middletown Junction Site Characterization" document submitted to Warren County on August 5, 2022 by Terran and attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the October 26, 2021 Professional Services Contract, with total additional compensation not to exceed \$348,185.

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

Resolution adopted this 4<sup>th</sup> day of October 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Terran Corp.  
Water/Sewer (file)  
Project file

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1**, is effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Terran Corporation, 4080 Executive Drive, Beavercreek, Ohio 45430-1061 (hereinafter "CONSULTANT").

**WHEREAS**, the COUNTY and the CONSULTANT entered into a professional services agreement on October 26, 2021 for the hydrogeological evaluation of Warren County's existing wellfields to quantify the potential production capacity and sustainability of the COUNTY's source water; and

**WHEREAS**, the steady-state hydrogeological model created by the CONSULTANT identified the possibility of developing the COUNTY's Middletown Junction property with a three-well operation pumping between 550 to 600 gallons per minute per well and producing 2.5 million gallons per day; and

**WHEREAS**, the COUNTY is interested in further analysis of the Middletown Junction property and also evaluation of the existing Thompson Wellfield property to exploring the possibility of installing additional production wells along the property; and

**WHEREAS**, it is the desire of this Board to amend the Agreement with the CONSULTANT to allow for additional professional services including detailed hydrogeological analysis of the Middletown Junction and Thompson Wellfield properties; and

**NOW, THEREFORE, IT IS AGREED** by and between the COUNTY and the CONSULTANT that the existing agreement for the Hydrogeological Evaluation of the South Wellfield is hereby amended as follows:

**SCOPE OF SERVICES**

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, August 5, 2022, attached hereto and made a part hereof.

**COUNTY RESPONSIBILITIES**

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

**SCHEDULE**

The CONSULTANT’S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed December 31, 2023.

**COMPENSATION**

1. The CONSULTANT’s fee for all services performed pursuant to this Amendment shall be on a “hourly cost-times-factor” basis for all labor incurred by the CONSULTANT, in accordance with the October 26, 2021 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$348,185.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

**TERMS & CONDITIONS**

Except as provided herein, the terms and conditions of the October 26, 2021 Professional Services Agreement shall remain binding and in force and effect in all other aspects, and incorporated as if fully re-written herein.

[the remainder of this page is intentionally left blank]

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Terran Corporation, has caused this Agreement to be executed by Brent E. Huntsman., its President, on the date stated, pursuant to a resolution authorizing the same.

**TERRAN CORPORATION**

SIGNATURE: 

NAME: Brent E. Huntsman

TITLE: President

DATE: 9/28/2022

**COUNTY:**

**IN EXECUTION WHEREOF**, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Board Resolution No. 22-1514, dated 10/4/22.

**WARREN COUNTY BOARD OF COMMISSIONERS**

SIGNATURE: 

NAME: Tom Grossmann

TITLE: President

DATE: 10/4/22

Approved as to form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO



By: Adam Nice, Assistant Prosecutor



# Terran Corporation

*Environmental Services*

August 5, 2022

Mr. Chris Brausch, P.E.  
Sanitary Engineer  
Warren County Water & Sewer Department  
406 Justice Drive  
Lebanon, OH 45036

RE: Proposal for Middletown Junction Site Characterization  
Warren County, Ohio  
Terran Proposal P-WARN22A(2)

Dear Mr. Brausch:

Terran Corporation respectfully submits for your consideration the following revised proposed scope of work and cost estimate for site characterization services at the Middletown Junction property owned by the Warren County Commissioners and the Ohio Dept. of Natural Resources (ODNR). Our understanding of the required services is based upon the groundwater modeling work provided in the technical report "*Wellfield Production Analysis for the East, Revis, Sod Farm and Thompson Wellfields, Warren County, Ohio*" and the meeting held between the Warren County Water & Sewer Department (WCW&SD) and Terran Corporation on May 25, 2022. Revisions to this proposal come from our second meeting held on July 26, 2022 which includes exploratory work at the Thompson wellfield property.

## **PROJECT BACKGROUND**

### *Middletown-Junction Property*

As provided in Scenario #3 of the technical report, the groundwater computer simulation indicated that a three-well operation, each well pumping between 550 to 600 gallons per minute (gpm) and cumulatively producing upwards of 2.5 millions of gallons per day (MGD), is potentially feasible for the Middletown Junction (M-J) property. The simulation result is similar to conclusions advanced in the early 1990s that considered the site as a potential prospect for development using three production wells producing approximately 1.5 to 2.5 MGD (by Civil and Environmental Consultants, Inc. (CEC)).

CEC installed test well TW-1 as a 90 ft. deep well, 8-inches in diameter with a 125-slot screen, 20 feet in length, set between 68 and 88 feet below ground surface (ft. bgs). The well was installed in 1993 and is still present on site as found during a site inspection by Terran and WCW&SD in June 2022 (i.e. MJ-TW1, Figure 1). Test well TW-1 was pumped at 700 gpm for three days during December 1993, producing drawdown in site piezometers on the order of 2-feet across the site. A second pump test using TW-1 was conducted by Tetra Tech in 2006, pumping at 715 gpm for three days and producing the same results. High water events on the Little Miami River thwarted long-term operation of each constant rate test but demonstrated that leakage from the river is an active source of recharge during precipitation events upgradient of the site. Tetra Tech in their report "Little Miami River Wellfield Development" (2007) reported that a second pump test was conducted by CEC using a second test well TW-2; however, the



well could not sustain a constant pumping rate of 1,700 gpm. Uncertainty associated with the cumulative test results caused Tetra Tech to not recommend the site for development.

As previously described, Terran's modeling results indicated a 3-well operation is possible, assuming the site hydrogeology has certain physical characteristics associated with it including:

- The aquifer is continuous across the site as a sand and gravel outwash deposit with hydraulic conductivity values in the range of 200 to 650 ft./day. Thickness of the deposit varies but overall has sufficient thickness to support wells with screens 20 feet in length set at the bottom of the aquifer at depths of 70 feet more or less.
- The shale bedrock occurs at depths of 25 to 30 feet thick on the north-northeast side of the M-J site (under the Little Miami River) and at depths of 70 to 90 feet thick at the M-J property and continues as such southward from the property as a buried valley aquifer. In other words, the property is not a plunge pool or "bathtub" whereby the sand and gravel outwash is bounded laterally by shale in all directions like a bowl (Figure 2).
- The Little Miami River is capable of recharging the aquifer with a bed hydraulic conductivity value of 0.25 ft./day or higher.

The present site conceptual model is based on the results of the 1990s site investigation; however, site characterization tools have improved significantly since then and a better characterization of the site can be implemented, building on the 1990s information. To accomplish this, Terran proposes to conduct the site characterization scope of work as described in the next section below.

#### *Thompson Wellfield Property*

The Thompson wellfield property (Thompson WF Property) consists of a single production well, PWT-12, operating at a production rate of 1,000 gpm. Previous exploratory efforts during the early 1990s determined depth to bedrock ranged 19 to 65 feet bgs. During 2005, additional borings determined bedrock as deep as 85 feet occurs at the site. Production well PWT-12 was installed in 2006 and depth to bedrock was 61 feet bgs at that location. A second well (PWT-11) was proposed for a location 2,100 feet north of PWT-12 at that time but shallow bedrock (@ 40 ft.) was encountered at the location.

Due to the variable depth to bedrock across the site, WCW&SD has expressed interest in re-evaluating the Thompson WF Property to see if another location exists that can support a second production well. Terran has revised the original proposal to include investigative field work to evaluate the site including geophysical delineation and exploratory soil borings/monitoring wells. A description of the proposed exploratory field work to be provided in the Scope of Work section of this proposal.

#### **PROJECT OBJECTIVES AND APPROACH**

Terran proposes to conduct a phased program for the wellfields at the M-J property and Thompson WF Property. The project phases include the following:

1. **Phase 1 Site Characterization:** Characterization of the property to bedrock with geophysical delineation and/or exploratory soil borings to investigate nature, thickness

and quality of unconsolidated deposits overlying bedrock at the site. Install piezometer/monitoring wells for background hydraulic characterization purposes. Analyze soil samples for particle analysis for screen design. Recommendations for further pursuit of development to be decided based on this phase of work. If favorable, proceed to Phase 2.

2. **Phase 2 Aquifer Production Assessment:** Conduct an assessment of the wellfield and its production potential. Conduct aquifer testing using test well TW-1 and/or TW-2. Use the computer model of the property to refine the wellfield design to meet proposed production capacity. Revise the existing computer model to site production well locations, define potential drawdown, zone of influence, and recharge/no-flow boundaries around the wellfield.
3. **Phase 3 Initial Wellfield Design:** Design a production well using Phase 1 and 2 data for contractor installation. Other facets of wellfield design such as raw water line design and electrical service design to be included in this Phase as needed. Pursue Ohio EPA preliminary site approval of wellfield to serve as a Public Water System, Community Water Supply (PWS CWS).
4. **Phase 4 Initial Well Installation/Testing:** Install one production well (or more) based on Phase 1 and 2 design details and recommendations. Construct, develop and aquifer rate test the well to characterize its actual production capability, drawdown and aquifer properties (hydraulic conductivity, storage, porosity, etc.). Install additional piezometers or monitoring wells as needed for the aquifer pump test. Update wellfield model as needed using Phase 3 information. Finalize design requirements for raw water lines, electrical service, etc. Submit plans for Ohio EPA approval to serve as PWS CWS wellfield.
5. **Phase 5 Full Scale Implementation:** Using technical information developed during Phases 1 to 4, with applicable regulatory agency approval, fully develop the wellfield to the desired production capacity as site conditions and logistical constraints allow. Install additional production wells, raw water lines, electrical service and related infrastructure as needed. Prepare the required wellhead source area protection plan.

Terran proposes to conduct a hydrogeologic investigation to characterize the proposed site pursuant to Ohio Administrative Code (OAC) 2745-9-04 rules governing new well siting. For this proposal scope of work (SOW), Terran proposes to implement both Phase 1 and Phase 2 objectives to verify, refine and expand the site conceptual model as provided in the computer model used to simulate the M-J and Thompson WF Properties. The site conceptual model incorporates the key characteristics as described in the previous section. To implement Phases 1 and 2, Terran proposes the following tasks:

- **Task 1:** Prepare the site property for equipment access to drill exploratory soil borings. Brush and tree removal, clearing/leveling, staking and utility demarking as needed to prepare the site for a drill rig to access the areas of interest will be completed under this task.
- **Task 2:** Drill up to seven exploratory soil borings at the M-J property (Figure 1). Conduct a geophysical mapping survey at the Thompson WF property and based on the mapping findings, drill up to two exploratory soil borings at the site. Use the

rotosonic drilling method to provide the most comprehensive means to characterize the nature and thickness of the outwash aquifer. Collect and analyze soil samples of the aquifer for well screen design purposes.

- Task 3: Install up to four 2-inch monitoring wells in key locations for use in aquifer testing at the site. Install river gauges along the Little Miami River at up gradient and down gradient locations of the site. Develop the wells and install transducers to measure background hydraulic activity at the site for a period of one month. Survey the piezometer top-of-casing and ground surface elevations for water level data analysis and construction control purposes.
- Task 4: Rehabilitate test well TW-1 for use in an aquifer test of the site. Conduct a constant rate test of TW-1 at a rate of 600 gpm for three to five days, weather conditions permitting. Sample the well water at the conclusion of the test for Ohio EPA new well parameters to evaluate groundwater quality purposes.
- Task 5: Revise and calibrate the M-J portion of the computer model domain using the new site characterization data and rerun Scenario #3 using the revised, calibrated model. Prepare report and recommendations for further production well development at the site based on the project findings and conclusions.

A brief description of the proposed work is provided below.

#### *Task 1: Site Preparation*

Brush and tree removal, clearing/leveling, staking and utility demarking as needed to prepare the site for a drill rig to access the areas of interest will be completed under this task. Terran will mobilize a crew to stake and clear lanes and drill sites of sufficient size to permit drilling of the site using a track-mounted rotosonic drill rig and ancillary equipment (i.e. water truck). A brush hog will be needed to clear lanes of travel to access the sites. Small trees and brush will be cleared to permit access for a drill rig to drill the proposed sites for exploratory soil borings and production wells (Figure 1). The crew will also locate test well TW-2 and clear the area around it to prepare it for inspection, testing and/or permanent abandonment as needed.

At the Thompson WF Property, site clearance will be needed to provide access for the geophysical transects and drill rig access.

#### *Task 2a: Aquifer Site Characterization: M-J Property*

For Task 2 at the M-J Property, seven exploratory soil borings TRN-1 to TRN-7 are proposed to define the stratigraphy and hydrogeologic properties of the site (Figure 1). The soil borings are spaced in a pattern throughout the property (and adjoining properties) to characterize the length, width and thickness of outwash aquifer across the site. Borings are sited to expand upon previous soil borings and test well logs that have initially defined the site stratigraphy. The objective is to refine the conceptual model as incorporated into the computer model of the M-J property.

The soil borings will be drilled using rotosonic drilling and continuous soil sampling. Rotosonic drilling provides for the fastest and most efficient drilling and soil coring when compared to

other techniques for deep soil borings and wells as is required for this project. Each soil boring will be drilled and sampled to either bedrock or 100 feet total, whichever one comes first.

Soil cores will be collected on 10-foot intervals, inspected, logged and photographed by a Terran staff geologist. Soil samples will be collected from the aquifer of interest (presumably on 5-foot intervals from the soil borings TRN-2, -3 or -5) and submitted for grain-size analysis to aid in the preliminary design of the production well(s). Soil boring logs will be prepared thereafter for inclusion into the project report.

#### *Task 2b: Aquifer Site Characterization: Thompson WF Property*

Aquifer site characterization at the Thompson WF Property will utilize a geophysical mapping survey to evaluate the depth to bedrock and the granular deposits at the 25 acre site. Terran proposes to retain Xenon Geosciences, Inc. to conduct the survey and analyze the data. Terran will assist Xenon Geosciences in provision of field manpower and support equipment to conduct the survey. A series of transects will be conducted along the length and width of the site to map the depth to bedrock (Figure 3).

Two geophysical methods are recommended for use at the site: resistivity and seismic refraction tomography. The seismic refraction tomography yields results with greater correlation to measured rock depths and is comparatively robust. The earth resistivity method is also recommended as it can be used to evaluate lithologic changes with the alluvial cover along the property. Because seismic method is sensitive to material mechanical properties and the resistivity method is sensitive to bulk formation porosity, the use of both methods will result in a final interpretation that is more reliable than that with either single method. The two methods are provided on an optional basis so that seismic, resistivity or both can be authorized. Costing using a single method versus using both methods is provided in the business section of this proposal.

Conduct of the geophysical survey will need to be done once the trees have lost their foliage so that the geophysical GPS equipment can function properly at the site. This means the Thompson site characterization will need to be done separate from the M-J site in terms of timing in the event that WCW&SD wants to commence the M-J Property investigation in September 2022. The Thompson site would be investigated in the November-December timeframe during a period of fair weather in the forecast.

Up to two soil borings are proposed for the Thompson wellfield property. Location of the two soil borings to be determined based on the results of a geophysical survey of the Thompson wellfield property. Terran will consult with WCW&SD regarding the geophysical mapping results and proposed exploratory soil boring location(s) prior to mobilizing to the site to confirm the results using sonic drilling method.

#### *Task 3: Aquifer Hydrologic Characterization*

Task 3 will entail installation of devices to characterize hydraulic activity of the outwash aquifer. To accomplish this, up to four of the Task 2 soil borings will have a 2-inch PVC monitoring well constructed at the M-J property. Each monitoring well will be screened within the aquifer for use in sentient water level monitoring and pump test water level measurements. Other potential

use of the monitoring wells includes water quality samples and future wellfield source water protection program purposes.

At the Thompson WF property, up to two monitoring wells are proposed for installation in the event the soil borings confirm a thick deposit occurs at the site (based on the exploratory soil borings drilled under Task 2b). The monitoring well(s) will be installed at the same time the soil exploratory borings are drilled to save mobilization cost to WCW&SD.

The monitoring wells will be constructed of schedule 40 PVC with a 20-foot length of screen with 20-slot openings. A quartz sand filter pack will be constructed around each screen and each well constructed in accordance with the example well log of Figure 4. After construction, each monitoring well will be developed by surging followed by pumping to remove fine-sized sediment by the drilling firm. A well log will be prepared for each monitoring well installed for this project.

After development, Terran will install pressure transducers and data loggers to monitor the water level activity at the site. Terran will also install a stilling wells/well point at upgradient and down gradient locations to serve as staff gauges for collecting water level measurements of the Little Miami River. A pressure transducer will also be installed for sentient monitoring and the sentient monitoring data used to provide insight into the river-aquifer interaction. The sentient monitoring transducers will collect water level data for at least one month to develop a base line of water level activity and recharge in the aquifer.

Surveying services will be needed to convert field measurements into elevation measurements for mapping and modeling purposes. *We understand that WCW&SD will assume responsibility for provision of a professional surveying crew to the survey the M-J Property and to measure the northing-easting, top-of-casing and ground surface elevations of the soil borings ground surface, monitoring wells and stream gauges.* We request a copy of the survey results be provided to Terran for use in data management and modeling purposes.

#### ***Task 4: TW-1 & TW-2 Aquifer Pump Tests***

To characterize hydrogeologic properties of the outwash aquifer, Terran proposes to reuse the 1993 test well TW-1 for aquifer pump testing purposes. Prior to conducting the pump tests, redevelopment of the well is recommended to ensure the well screen is clean and ready for service. Terran will mobilize equipment the site to surge and redevelop the well in advance of the pump test. On satisfactory demonstration that the test well is fully functioning, Terran will install a submersible pump capable of pumping 500 to 800 gpm to conduct a step drawdown test and a 72 hour constant rate test. The piezometers and river gauges installed during Task 3 will be used to collect water levels throughout the aquifer testing.

Terran also recommends locating, inspecting, redeveloping and step-testing TW-2 for purposes of evaluating its potential for use as a PWS CWS production well (Figures 1 and 5). A review of its location (its actual location is uncertain) and its construction details indicates there is potential for converting the well into a PWS depending on its location, securing a defensible 300-foot isolation radius around the well, its physical/operating condition and other issues of concern. Previous testing indicates the well cannot sustain 1,700 gpm; however, we believe the well may be capable of sustaining between 500 to 700 gpm depending on its condition and the

hydrogeologic boundaries (consistent with the Scenario #3 modeling results). Depending on the results of this investigation, a recommendation for converting TW-2 into a PWS CWS well or to permanently abandon it will be provided.

Terran will collect a water sample at the conclusion of the constant rate test for Ohio EPA new well parameters to evaluate groundwater quality purposes (Table 1). This sample result will be compared against previous sample results to evaluate current conditions, treatment requirements and regulatory acceptability issues.

***Task 5: GW Modeling, Data Management & Report Preparation Services***

Task 5 is the data management and report preparation for this project. Services to include revising the computer model to include the site characterization data developed by Tasks 2 to 4. The aquifer width, thickness and lateral extent will be adjusted based on the findings of the seven test borings. The model will be recalibrated to the pre-pumping groundwater elevations and a transient calibration will be conducted to simulate the constant rate test. Once calibrated, the model will then be used to re-simulate Scenario #3 as provided in the project modeling report.

The Thompson WF property model domain will be modified based on the field results and a simulation including a new production well at the best location identified will be conducted to evaluate production expansion potential at the wellfield.

The M-J Property aquifer pump test results will be analyzed and results summarized using AQTESOLV Software. Analysis curves and summary data will be provided for inclusion into the project report. Soil boring, well logs and geologic cross sections will also be prepared for inclusion into the technical report.

A technical report will be prepared presenting the findings, conclusions and recommendations of this project. The report will present a description of the site exploratory results, the constant rate test results, the revised site conceptual model, the revised computer flow model domain, calibration results, simulation results and related documentation. Maps showing the model's revised M-J Property Scenario #3 potentiometric surface, particle track simulations and production results will be prepared as well as those conducted for the Thompson wellfield property. Recommendations for further development as a wellfield will be advanced for consideration. A draft report will be provided to WCW&SD project team to review and comment before finalizing the document. An electronic pdf copy will also be provided.

***Business Proposal***

The costs of services proposed to be provided on a Time and Materials basis:

**MIDDLETOWN-JUNCTION PROPERTY**

Task 1 Site Preparation Services	\$10,755 to \$23,400
Task 2 Soil Borings/Site Characterization Services	
Terran Labor & Expenses	\$ 7,410 to \$10,495
Drilling Subcontractor Services	\$46,915 to \$58,620
Geotech Lab Services	<u>\$ 1,260 to \$ 3,785</u>
Task 2 Subtotal =	\$55,585 to \$72,900

Task 3 Monitoring Well/Stream Gauge Construction Services	
Terran Labor & Expenses	\$ 5,175 to \$ 7,940
Drilling Subcontractor Services	<u>\$26,170 to \$30,205</u>
Task 3 Subtotal =	\$31,345 to \$38,145
Task 4 Site Hydraulic Characterization Services	
Terran Labor & Expenses	\$28,690 to \$38,785
Analytical Laboratory Services	<u>\$ 790 to \$ 1,585</u>
Task 4 Subtotal =	\$29,480 to \$40,370
Task 5 Modeling, Project Data Management & Report Preparation	\$20,085 to \$25,115
Grand Total =	\$147,250 to \$199,930

**THOMPSON WELLFIELD PROPERTY**

Task 1 Site Preparation Services	\$5,030 to \$8,185
Task 2 Site Characterization Services	
Terran Labor & Expenses	\$11,045 to \$13,065
Geophysical Subcontractor Services*	<u>\$37,770 to \$77,635</u>
Task 2 Subtotal =	\$48,815 to \$90,700
Task 3 Monitoring Well Construction Services	
Terran Labor & Expenses	\$ 3,215 to \$ 4,250
Drilling Subcontractor Services	\$20,415 to \$31,600
Geotech Lab Services	<u>\$ 1,425 to \$ 3,315</u>
Task 3 Subtotal =	\$25,055 to \$39,165
Task 5 Modeling, Project Data Management & Report Preparation	\$7,055 to \$10,205
Grand Total =	\$85,955 to \$148,255

\* Seismic only: \$43,610; Resistivity only: \$37,770; Combined methods: \$77,635

The scope of services can be provided on a Time and Materials basis. The scope of work as described in this proposal can be accomplished for the Estimated Total as shown above. Only those costs incurred will be charged and they will not exceed the estimated probable cost stated above without prior approval. The contents of this proposal have been submitted in confidence and represent trade secrets and/or privileged, confidential, or financial information. The technical and/or financial contents of this proposal shall be used only for evaluation purposes by the recipient and shall not be disclosed to third parties.

## *Assumptions*

Terran has made the following assumptions in preparing the above scope of work and cost estimate:

- One round of mobilization and demobilization to the Thompson WF Property for the conduct of the geophysical survey field work. The field work to be scheduled for late fall during periods of favorable weather in the forecast at the site.
- The Thompson WF Property will be free of brush and tree foliage at the time of the geophysical survey.
- One round of mobilization and demobilization to the site for drilling the exploratory soil borings, and constructing and developing the monitoring wells at the M-J Property.
- One round of mobilization and demobilization to the site for drilling the exploratory soil borings, and constructing and developing the monitoring wells at the Thompson WF property.
- WCW&SD to provide a professional surveyor to survey the monitoring well northings and eastings, ground surface elevation and top-of-casing elevations (and Little Miami River gauge stilling wells) at no cost to Terran Corp.
- WCW&SD to obtain permission to access and drill neighboring properties as shown in Figure 1 at no cost to Terran Corp.
- Up to five field days for site preparation services during standard business work day (Monday to Friday, 8:00 a.m. to 5:00 p.m.).
- Up to seven field days for drilling and well construction services during standard business work day (Monday to Friday, 8:00 a.m. to 5:00 p.m.).
- Drilling and sampling of up to seven soil borings using rotosonic drilling method to bedrock or 100 feet each, whichever is encountered first at the M-J property.
- Drilling and sampling of up to two soil borings using rotosonic drilling method to bedrock or 100 feet each, whichever is encountered first at the Thompson WF property.
- Installing up to four, 75-ft. deep, 2-inch schedule 40 PVC monitoring wells with 20-foot long screens and 20 slot openings at the M-J property. Natural formation collapse will serve as the screen filter pack and standard well construction format (bentonite seal and bentonite grout) to finish out each well. Stand pipe outer protective covers with concrete bases to be constructed.
- Installing up to two, 75-ft. deep, 2-inch schedule 40 PVC monitoring wells with 20-foot long screens and 20 slot openings at the Thompson WF property. Well construction as described above.
- Analysis of up to fifteen aquifer soil samples from the M-J property and five samples from the Thompson WF property for the D422 grain-size particle testing method by an off-site geotechnical laboratory on standard turn around schedule.
- Provision of potable water by a local water source for sonic drilling purposes at no cost to Terran Corporation.



Mr. Chris Braush, P.E.  
Warren County W&SD  
August 5, 2022  
P-WARN22A(2)

- Development, step-drawdown testing and sampling of TW-2 is included on the high side of the proposal estimate range of costs.
- Two round trips to the site to install and remove the pressure transducers/data loggers.
- Installation of pressure transducer/data loggers into two to four monitoring wells and the Little Miami River for water level measurements for a period of one month duration.
- Collection and analysis of two water samples (M-J Property and Thompson WF Property) for the Ohio New Well parameters (less radiological and bacterial tests, Table 1). A third sample is included for TW-2 on the proposal high side of estimated costs.
- Preparation and provision of one technical report as an electronic document. Hard copies of the report provided upon request.

Provision of additional services outside of the scope of work will be conducted on a time and material basis upon written permission to proceed from WCW&SD.

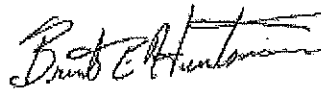
\*\*\*\*\*

Mr. Brausch, thank you for this opportunity to propose Terran's technical services to assist Warren County in this well field development project. If you have any questions regarding the contents of this proposal, please feel free to contact us at (937) 320-3601.

Sincerely,



Kelly C. Smith, CPG  
Sr. Hydrogeologist

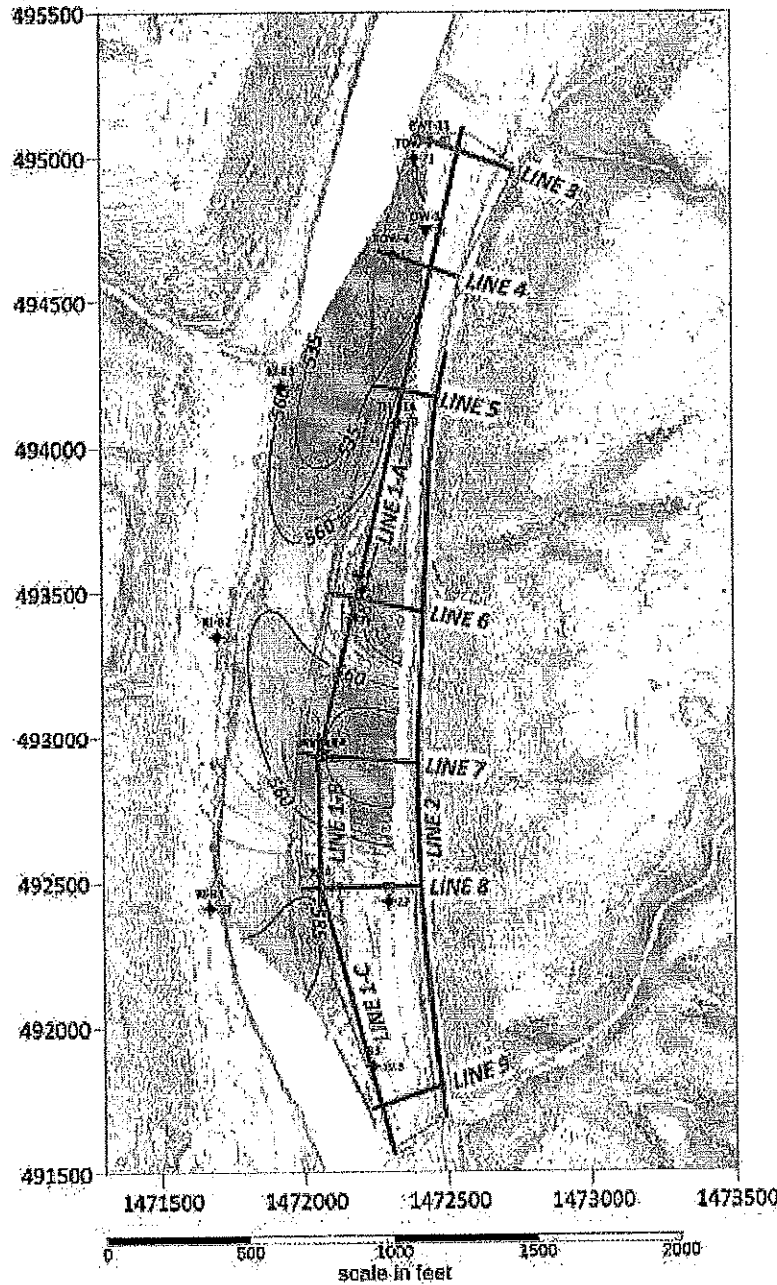


Brent E. Huntsman, CPG  
President

Mr. Chris Braush, P.E.  
Warren County W&SD  
August 5, 2022  
P-WARN22A

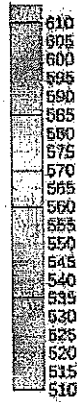


Figure 2. Colorized depth to bedrock surface map of the M.J property.



Profile Location	Length (ft.)
Line 1-A	2271
Line 1-B	592
Line 1-C	1001
Line 2	2636
Line 3	217
Line 4	217
Line 5	217
Line 6	330
Line 7	413
Line 8	408
Line 9	254

Bedrock elevation (feet)  
 Approximated from well logs  
 and topographic contours.



- NOTES:**
1. Profile (Line) lengths are approximate and subject to revision in the field.
  2. Topographic contours from Warren County, Ohio GIS server.
  3. Well and boring locations provided by Terran Corporation.

**Figure 1: Proposed Geophysical Line Locations**  
 Geophysical Exploration for Wellfield Expansion  
 Warren County, Ohio  
 Xenon Proposal XGP220728R1  
 August 3, 2022



Xenon Geosciences, Inc.  
 geology & geophysics  
 52 W Broadway Street, Danville, IN 46122  
 (317) 745-0002

**Figure 3. Proposed geophysical survey transect lines across the Thompson WF property.**

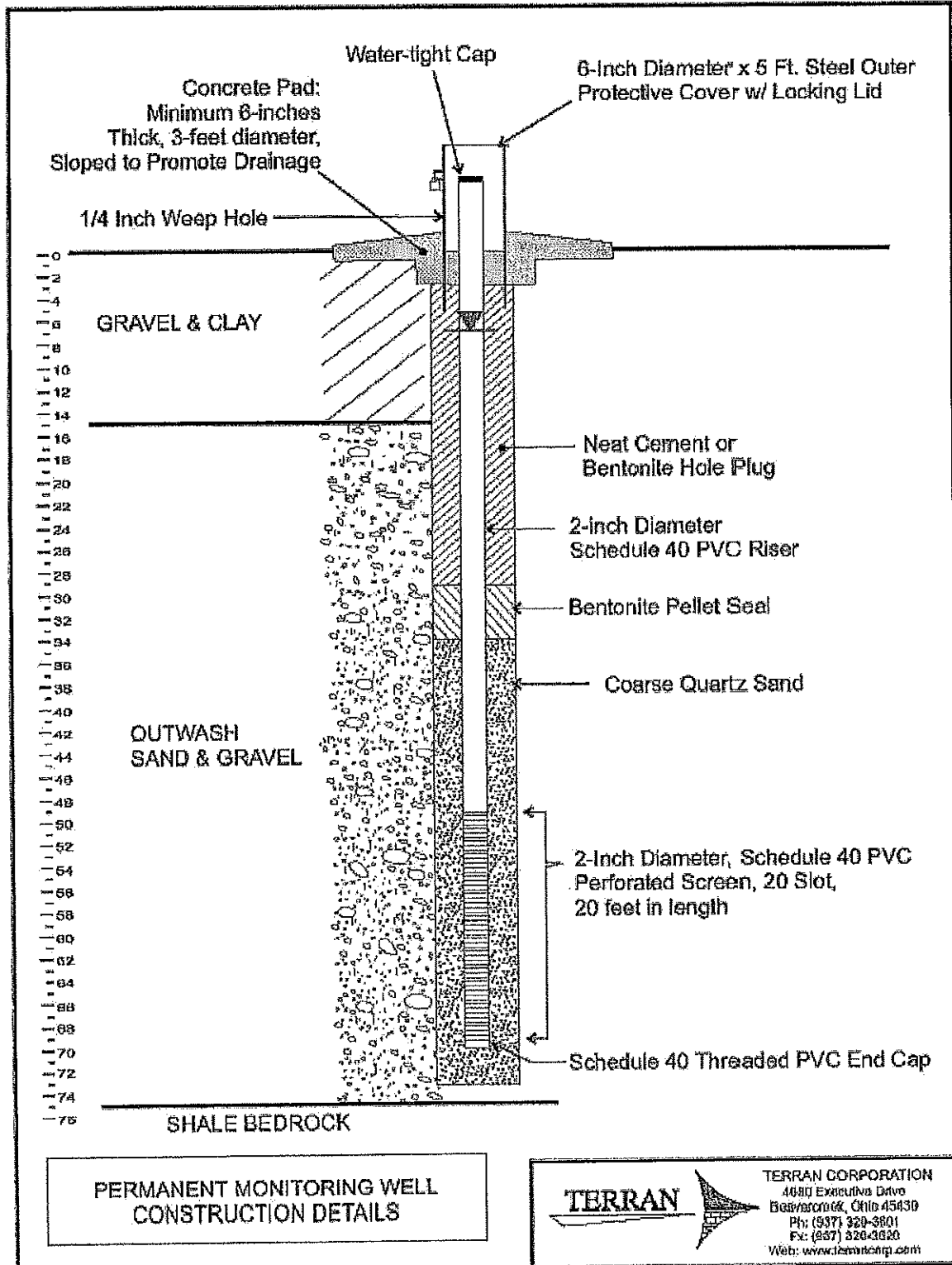


Figure 4. Example monitoring well construction diagram for installation at the M-J site.

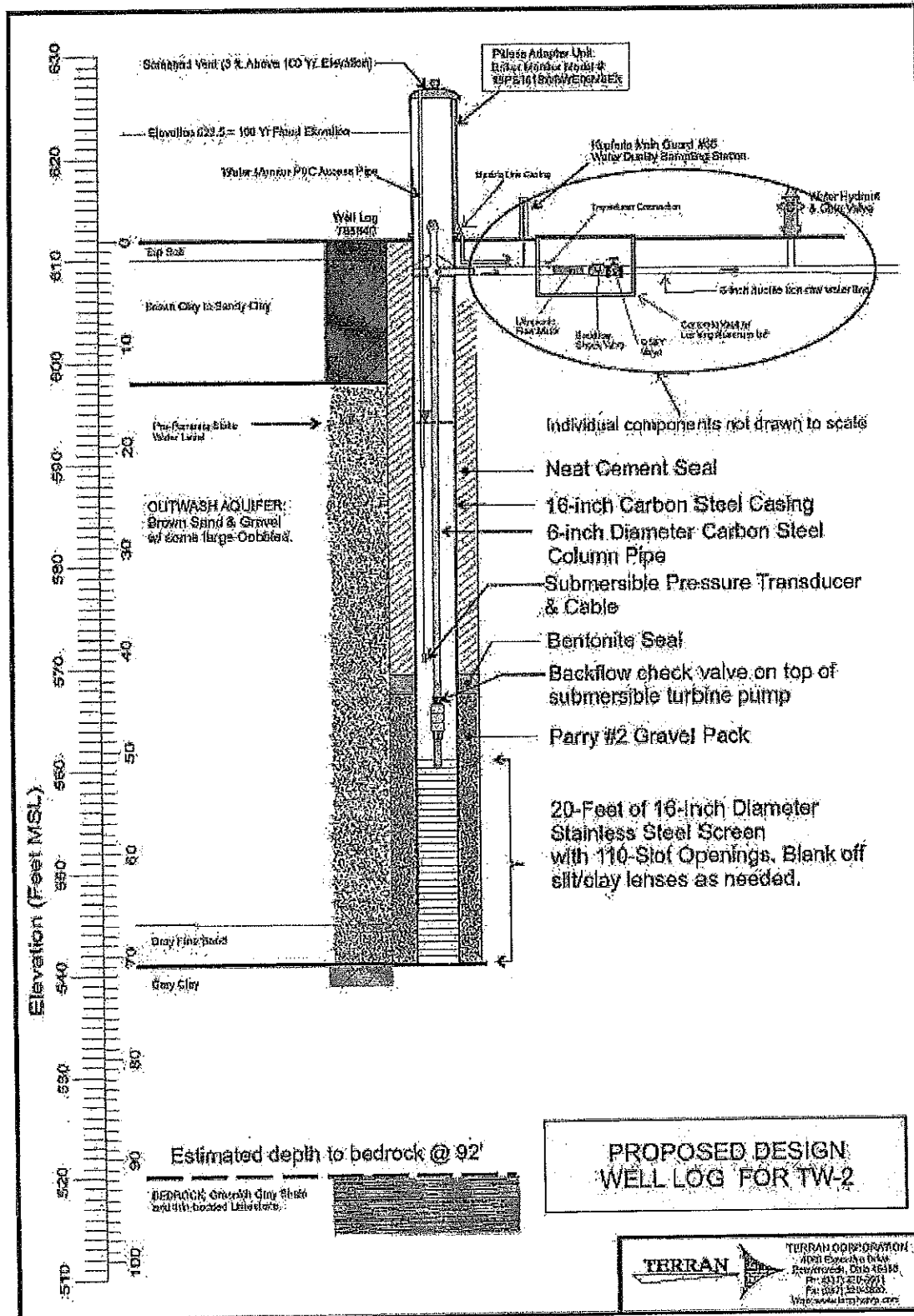


Figure 5. Proposed design of TW-2 for service as production well at the M-J Property.

Mr. Chris Braush, P.E.  
Warren County W&SD  
August 5, 2022  
P-WARN22A(2)

**Table 1. Ohio EPA Required Parameters for Analysis of Public Water Supply Wells**

<b>PARAMETER</b>	<b>MCL/STANDARD</b>
<b>Inorganic Constituents:</b>	
Alkalinity Total, as CaCO <sub>3</sub>	No Standard
Antimony Total, Sb	0.006 mg/L
Arsenic Total, As	0.05 mg/L
Barium Total, Ba	2 mg/L
Beryllium Total, Be	0.004 mg/L
Cadmium Total, Cd	0.005 mg/L
Calcium Total, Ca	No Standard
Chloride, Cl	250 mg/L (SMCL)
Chromium Total, Cr	0.1 mg/L
Copper Total, Cu	1.3 mg/L
Cyanide, CN <sup>-</sup>	0.2 mg/L
Fluoride Total, F	4.0 mg/L
Iron Total, Fe	0.3 mg/L (SMCL)
Lead Total, Pb	0.015 mg/L
Magnesium Total, Mg	No Standard
Manganese Total, Mn	0.05 mg/L (SMCL)
Mercury Total, Hg	0.002 mg/L
Nickel Total, Ni	0.1 mg/L
Nitrate-Nitrite, N	10 mg/L
pH, Lab S.U.	7.0 - 10.5 (SMCL)
Residue, Total Filtr (Total Dissolved Solids)	500 mg/L (SMCL)
Selenium Total, Se	0.05 mg/L
Silver Total, Ag	0.1 mg/L (SMCL)
Sodium Total, Na	No Standard
Sulfate, SO <sub>4</sub>	250 mg/L (SMCL)
Thallium Total, Tl	0.002 mg/L
<b>Volatile Organic Compounds:</b>	
Benzene	0.005 mg/L
Carbon Tetrachloride	0.005 mg/L
o-Dichlorobenzene	0.6 mg/L
p-Dichlorobenzene	0.075 mg/L
1,2-Dichloroethane	0.005 mg/L
1,1-Dichloroethylene	0.007 mg/L
cis-1,2-Dichloroethylene	0.07 mg/L
trans-1,2-Dichloroethylene	0.1 mg/L
Dichloromethane	0.005 mg/L
1,2-Dichloropropane	0.005 mg/L
Ethylbenzene	0.7 mg/L
Monochlorobenzene	0.1 mg/L
Styrene	0.1 mg/L
Tetrachloroethylene	0.005 mg/L
Toluene	1.0 mg/L
1,2,4-Trichlorobenzene	0.07 mg/L
1,1,1-Trichloroethane	0.2 mg/L
1,1,2-Trichloroethane	0.005 mg/L
Trichloroethene	0.005 mg/L
Vinyl Chloride	0.002 mg/L
Xylenes (total)	10 mg/L
<b>Synthetic Organic Compounds:</b>	
Atrazine	0.003 mg/L
Alachlor	0.002 mg/L
Simazine	0.004 mg/L
Radiological (Gross Alpha, Beta, Radium 226/288)	Not Sampled*
Bacteria Standards (Coliform Bacteria)	Not Sampled*

\* Not sampled for the preliminary evaluation but will be required for final approval of new production well(s)



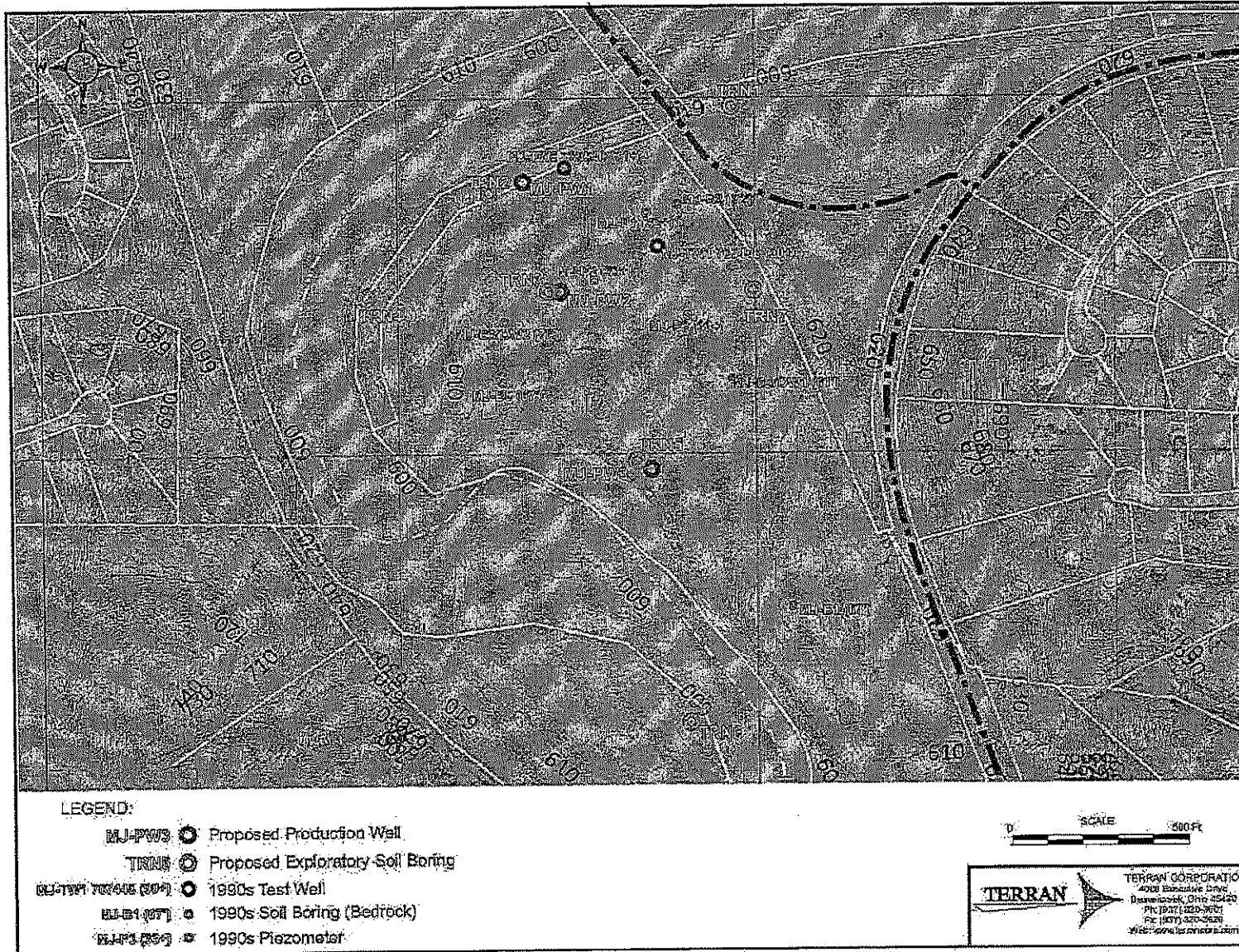


Figure 1. Location of proposed exploratory soil borings TRN-1 to TRN-7 at the M-J property, Warren County, Ohio.