

Resolution

Number 20-0351

Adopted Date March 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ARRON TATE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Arron Tate, Water Distribution Worker III, Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 3, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Arron Tate's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.88 per hour effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0352

Adopted Date March 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR RHONDA DAY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Rhonda Day, Water Sewer Utility Clerk I, Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 10, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Rhonda Day's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.15 per hour effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0353

Adopted Date March 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR GARY GRISMER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Gary Grismer, Wastewater Treatment Plant Technician, Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective March 10, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Gary Grismer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.45 per hour effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
G. Grismer's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0354

Adopted Date March 03, 2020

APPROVE A PAY INCREASE FOR AMBERLEE WILSON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Amberlee Wilson, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as a Emergency Communications Operator on March 6, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Amberlee Wilson's pay increase from \$22.22 per hour to \$24.81 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
A. Wilson's Personnel File
OMB-Sue Spencer

Resolution

Number 20-0355

Adopted Date March 03, 2020

APPROVE A PAY INCREASE FOR SAMUEL LEMASTER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Samuel LeMaster, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as a Emergency Communications Operator on March 11, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Samuel LeMaster's pay increase from \$22.22 per hour to \$24.81 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
S. LeMaster's Personnel File
OMB-Sue Spencer

Resolution

Number 20-0356

Adopted Date March 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR TERESA DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Teresa Davis, Foster Care Adoption Worker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective March 3, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Teresa Davis' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.40 per hour effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Davis' Personnel File
OMB – Sue Spencer

Resolution

Number 20-0357

Adopted Date March 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MELINDA CALLAHAN WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Melinda Callahan, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective March 3, 2020; and

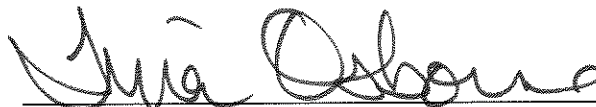
NOW THEREFORE BE IT RESOLVED, to approve Melinda Callahan's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0358

Adopted Date March 03, 2020

AMEND SECTION 7.12.A: COMMERCIAL DRIVER'S LICENSE (CDL) ALCOHOL AND DRUG TESTING WITHIN THE PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to update section 7.12.A Commercial Driver's License (CDL) Alcohol and Drug Testing by adding section "S" to meet recent requirements by the U.S. Department of Transportation's Federal Motor Carrier Safety Administration (FMSCA) new Drug and Alcohol Clearinghouse Program; and

NOW THEREFORE BE IT RESOLVED, to amend section 7.12.A Commercial Driver's License (CDL) Alcohol and Drug Testing policy within the Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage
Facilities Management
Water/Sewer
Commissioners
Telecommunications
Grants Admin.
Building & Zoning
Clerk of Courts
Treasurer
Auditor
Veterans
Coroner
Engineer
Personnel Policy file
CSEA
OhioMeansJobs
Solid Waste
Emergency Services
County Court
Dog and Kennel
Children Services
Recorder
Information Technology
Economic Development
Human Services
OMB (file)
Soil & Water

POLICY 7.12.A: COMMERCIAL DRIVER'S LICENSE (CDL) ALCOHOL AND DRUG TESTING

The Office of Management and Budget will administer the CDL Alcohol and Drug Testing Policy. Please contact the Personnel Officer for any questions regarding this policy.

- A. In accordance with rules issued by the U.S. Department of Transportation (DOT) and the County's Drug-Free Workplace Program, employees who are required by their employment with the County to maintain a Commercial Driver's License (CDL) or who are on call to drive are covered by this policy. For purposes of this policy, drivers are defined as:
1. Full-time regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the County or who may operate a Commercial Motor Vehicle (CMV) at the direction of or with the consent of the County.
 2. For purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the County for a position or classification requiring a CDL.
- B. For purposes of this policy, safety sensitive functions include:
1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
 2. All time inspecting equipment as required or inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 3. All time spent at the driving controls of a commercial motor vehicle in operation.
 4. All time, other than driving time, in or upon any commercial motor vehicle.
 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded.
 6. All time spent by the driver performing functions relating to accidents.
 7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- C. Drivers covered by this policy are prohibited from engaging in the following:
1. Reporting to duty, remaining on duty, or performing a safety-sensitive function while having an alcohol concentration of 0.04 or greater.
 2. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs, unless a physician has documented the substance does not adversely affect the driver's ability to operate a CMV, documentation must be provided prior to operating a CMV) or if testing positive for controlled substances.
 3. Possessing alcohol while on duty or operating a commercial motor vehicle.
 4. Using alcohol or controlled substances while on duty or during unpaid meal periods.

5. Performing safety-sensitive functions within four (4) hours after using alcohol.
6. Using alcohol in the following eight (8) hours of any accident involving a CMV for which a driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first.
7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.
8. Any results that constitute a substituted specimen as stated in 49 CFR Part 40 of the DOT Regulations shall be considered a positive test.
9. Not reporting the use of non-prescription or prescription medication that could adversely affect the driver's ability in the operation of a CMV.

D. If a driver/employee violates any of the prohibitions listed in the above section C of this policy, the following consequences will result:

1. The driver may be disciplined, up to and including removal, for engaging in prohibited conduct under this policy. In addition, in those instances when an employee is not terminated for the original infraction, if the employee does not successfully comply with SAP's recommendations the employee may be subject to further disciplinary action, up to and including removal from employment.
2. The driver shall be immediately removed from safety-sensitive duties. This action is required by law and is not subject to a grievance process.
3. If the driver is not terminated for the infraction, the driver shall be provided with the name, address and phone number of the Employee Assistance Program (EAP) for referral to a Substance Abuse Professional (SAP). The employee will also be given the names, addresses and phone numbers of treatment resources.
4. In order for the driver to resume performing safety-sensitive duties, the law requires the driver to be evaluated by a Substance Abuse Professional (SAP). All follow-up tests are to be paid by the employee. The driver must comply with any and all recommendations for intervention by the SAP of record. After completion of these recommendations, the driver must be re-evaluated by the SAP of record and have negative result on a return-to-duty drug and alcohol test scheduled by the SAP of record. The driver is subject to a minimum of six (6) unannounced follow-up tests at the discretion of the SAP of record within the first twelve (12) months of returning to safety-sensitive duty. All follow up tests are to be paid by the employee.
5. An employee assigned to a Substance Abuse Professional (SAP) will be considered on a leave of absence and will not be eligible to use any paid leave for compensation until the driver is returned to duty.

6. Following all of the above, the driver may be returned to safety-sensitive duty. All of the above steps are necessary for the driver to return to safety-sensitive duty.

- E. Any CDL driver is required to report the use of any prescription medication to his/her supervisor. At the time the medication is prescribed, the driver shall inquire as to whether the medication will impair his/her ability to perform safety-sensitive functions. The driver must also provide a signed statement from the prescribing physician that the medication was legally prescribed, and that when used as directed, by the individual, the medication will not impair his/her ability to perform safety-sensitive functions and that the driver can safely operator a commercial motor vehicle. The driver will not be permitted to perform safety-sensitive functions without the doctor's signed statement described above. A driver is prohibited from using any medication containing alcohol while performing safety-sensitive duty.

- F. It is the responsibility of the employee to notify the employer if he/she has any medical condition or develops any medical condition which interferes with his/her ability to control and operate a commercial motor vehicle.

- G. In order to maintain a commercial driver's license all drivers must remain in compliance with CFR 383.51, which lists various traffic violation convictions that disqualify employees from performing CDL job functions. Any driver who is disqualified from performing CDL duties shall be placed under suspension until he/she becomes eligible to perform the duties as hired. If a driver's CDL privileges are suspended, the driver may be subject to unpaid suspension up to termination from her/his position with the County.

- H. Required Drug and Alcohol Tests:
 1. **Post-Offer testing:** Prior to the first time a driver performs a safety sensitive function, the driver will be tested for controlled substances. The applicant/driver shall be disqualified for any position within the County requiring a commercial driver's license if the applicant tests positive for a controlled substance. Drug testing is also required of a current employee who moves to a position requiring a commercial driver's license. Testing must be completed prior to the driver performing a safety sensitive function.
 - a) The rules require that a recommended candidate shall give consent and the County shall obtain information on the driver's alcohol tests with a concentration of 0.40 or greater, positive controlled substance tests results and refusals to be tested within the two (2) preceding years.
 - b) This information is obtained from the driver's previous employers.
 2. **Post-accident testing:** A driver operating a CMV at the time of any accident shall be tested for alcohol and controlled substances as soon as feasible following:
 - a) an accident in which a fatality occurs
 - b) an accident in which the driver receives a citation

It shall be the ultimate responsibility of the driver to ensure that this testing is completed as soon as possible after the accident. Alcohol tests are to be administered within two (2) hours of the accident, no later than eight (8) hours of the accident. Drug tests are to be administered within thirty-two (32) hours of the accident. Failure to obtain testing within the time frames stated shall constitute a violation of CDL Drug/Alcohol Rules, and shall result in immediate removal from safety-sensitive duty.

3. **Random testing:** Annually, a minimum number of drivers (currently 10% for alcohol testing and 50% for controlled substances testing) will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates of testing shall be unannounced, spread throughout the calendar year. When a driver is selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.
4. **Reasonable suspicion tests:** A trained supervisor or County official may require a driver to undergo testing for alcohol and/or controlled substances based upon specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the driver. Alcohol testing is authorized by this section only if these observations are made during, or just preceding, or just after the period of the work day that the driver is required. A driver may be directed to undergo testing only while the driver is performing safety-sensitive functions, or just before the driver is to perform safety-sensitive functions or just after the driver has ceased performing such functions. If a driver is required to undergo testing under this section, the driver must immediately cease performing the safety-sensitive function and may not continue it until the driver's alcohol concentration measures less than 0.02 or twenty-four hours have elapsed since the observation was made. In the case where the alcohol test is not administered within two (2) hours following the observation, the employer shall maintain a record stating the reason for the delay, and if the alcohol test is not administered within eight (8) hours, the employer shall cease attempts to administer the test and maintain a record stating the reason for not administering the test. Transportation to and from the testing center will be provided to all employees subject to reasonable suspicion testing.
5. **Return-to-duty testing:** Before a driver who has been found to be in violation of the prohibitions section C of this policy may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. The test must be pre-authorized by the SAP of record.
6. **Follow-up-testing:** When a driver has been found to be in violation of the prohibitions section C of this policy, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the SAP of record.
 - I. All drug screening and confirmation tests shall be conducted by a laboratory certified under the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody of control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined and proved to the Employer representatives and donors.

- J. All alcohol breath tests shall be administered by a trained Breath Alcohol Technician (BAT) or Law enforcement officer certified to conduct such tests. Only Evidential Breath Testing (EBT) devices listed on the National Highway Transportation Safety Administration's (NHTSA) "Conforming Products List" that meet the Department of Transportation's (DOT) guidelines shall be used for the testing. The prescribed breath alcohol testing form shall be used for every test.
- K. The Medical Review Officer (MRO), a licensed physician selected by the County, is responsible for receiving and reviewing laboratory results generated by the drug testing program and evaluating medical explanations for certain drug test results. The MRO must meet the criteria established by the DOT in order to serve in this capacity.
- L. The MRO's responsibilities in the DOT testing program are to:
1. Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.
 2. Provide a quality assurance review of the drug testing process for the specimen under review, i.e., providing feedback to employers, collection sites and laboratories regarding performance issues where necessary; determining whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug test results from the laboratory; investigating and correcting problems where possible and notifying appropriate parties (Department of Health & Human Services, DOT, employers, service agents) where assistance is needed; ensuring the timely flow of test results and other information to employers; protecting the confidentiality of the drug testing program.
- M. Refusal to submit to any of the alcohol or controlled substance test required by this policy will result in the driver's immediate removal from the safety-sensitive functions and may result in disciplinary action up to and including dismissal. Actions constituting a refusal to submit to a test include:
1. Failing to provide the adequate breath for alcohol testing without medical justification as documented by the MRO;
 2. Failing to provide adequate urine for controlled substance testing without medical justification as documented by the MRO;
 3. Engaging in conduct that clearly obstructs the testing procedure including any adulterated or substituted specimens as certified by the MRO;
 4. Failing to remain readily available for a post-accident test, or otherwise failing to comply with timely completion of a required test.
- N. Providing a diluted specimen, (a specimen with creatinine and specific gravity values that are lower than expected for human urine), will be handled as follows:
1. If the MRO notifies the County that a positive drug test was a dilute, the test must be treated as verified positive test. The employee cannot be directed to take another test on the fact that the specimen was dilute;
 2. If the MRO notifies the County that a negative drug test was dilute, the employee must retake the test immediately. A retake test can only be done once;

3. If the employee is directed to take another test, the result of the second test will become the test of record.
 4. If the employee takes a second test and it is also negative dilute, the County is not permitted to make the employee take a third test. The second test will be considered a negative test.
 5. If the employee is directed to take another test and declines to do so, this action will be considered as a refusal to test.
- O. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions within twenty-four (24) hours following administration of the test.
- P. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through OMB and will be periodically provided to employees.
- Q. Upon written request from the driver the County will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. Access to the information will not be contingent upon payment for records other than those specifically requested.
- R. OMB will provide prospective employers of former County employees, all information required by DOT law regarding the employee's drug/alcohol testing and/or violation history with Warren County. This information will be provided up to two years following an individual's separation from Warren County.
- S. OMB will report any positive drug and alcohol tests or refusal of drug and alcohol tests to the US Department of Transportation's Federal Motor Safety Carrier Administration (FMSCA) Drug and Alcohol Clearinghouse for any current employee or applicant as required by FMSCA.**

Resolution

Number 20-0359

Adopted Date March 03, 2020

AUTHORIZE THE TRANSFER OF SURPLUS RADIO EQUIPMENT FROM WARREN COUNTY TELECOMMUNICATIONS TO VARIOUS AGENCIES

BE IT RESOLVED, to authorize the transfer of surplus radio equipment from Warren County Telecommunications to the agencies listed below:

- **Serial Number:** 775CPD0760 **Model:** XTL1500 **Agency:** South Lebanon Road
- **Serial Number:** 775CPD0818 **Model:** XTL1500 **Agency:** South Lebanon Road
- **Serial Number:** 775CPD0744 **Model:** XTL1500 **Agency:** Wayne Twp. Road

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Transfer file
B. Quillen – Auditor's Office

Resolution

Number 20-0360

Adopted Date March 03, 2020

APPROVE AND ENTER INTO CONTRACT WITH ASSOCIATION FOR PSYCHOTHERAPY, INC. TO PROVIDE PSYCHOLOGICAL SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, the Warren County Sheriff's Office desires to contract out services relative to pre-employment evaluations, fitness for duty evaluations, critical incident stress debriefing, and general consultation; and

WHEREAS, the Warren County Sheriff's Office has selected Association for Psychotherapy, Inc. to provide said services; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Association for Psychotherapy, Inc. to provide pre-employment evaluations, fitness for duty evaluations, critical incident stress debriefing, and general consultation services, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Association for Psychotherapy, Inc.
Sheriff (file)

PERSONAL SERVICES

AGREEMENT

THIS AGREEMENT is made this 3rd day of March 2020 by and between the Warren County Sheriff's Office, hereinafter referred to as the Department, and the Association for Psychotherapy, Inc., hereinafter referred to as AP Inc.

WITNESSETH:

WHEREAS, the DEPARTMENT wishes to engage the services of AP Inc. to perform psychological evaluations, fit for duty evaluations, critical incident debriefings and other psychological consultation as necessary; and

WHEREAS, AP Inc. is qualified by virtue of being a private psychology practice with a multi-disciplinary staff that provides behavioral health care services to individuals, families, and organizations including pre-employment testing to federal, state, and local law enforcement agencies and safety forces, (e.g., Ohio Department of Public Safety, City of Columbus Police Department, and over fifty different municipal law enforcement agencies); and

NOW, THEREFORE, for the purposes of providing such services and in consideration of the compensation to be paid, the parties hereto covenant and agree as follows:

A. AP Inc. shall provide the following:

Pre-employment psychological evaluations to include psychological tests chosen, administered and interpreted by the Association for Psychotherapy, Inc., and a written report with recommendations as to psychological suitability of the candidate.

- B. Fit for duty evaluations to include all psychological testing, review of records, threat assessment, mental status and a report with recommendations.
- C. Critical incident stress debriefing as designated by the Department.
- D. Other psychological consultation as deemed necessary by the Department.

Financial consideration is included in Attachment A

This agreement shall be in effect from January 1, 2020 to December 31, 2022 and may be cancelled at any time by either party without cause. The parties further agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party request changes or cancels this Agreement.

IN WITNESS WHEREOF, the said parties hereto set their hands as of the day indicated herein below:

AP Inc.

311441549

Federal Tax Identification or
Social Security Number



Amy Marzella Spieß, Ph.D
Police/Fire Behavioral Specialist

IN WITNESS WHEREOF, upon written recommendation of the Warren County Sheriff, the Warren County Board of Commissioners have caused this Agreement to be executed on the date stated below pursuant to Resolution No. _____.

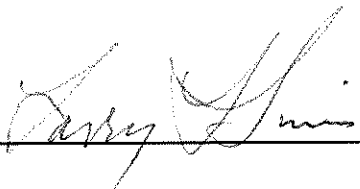
ATTACHMENT A

AMENDMENT TO THE AGREEMENT BETWEEN THE ASSOCIATION FOR PSYCHOTHERAPY, INC., AND WARREN COUNTY PROVIDING PROFESSIONAL SERVICES TO THE WARREN COUNTY SHERIFF'S OFFICE.

IN CONSIDERATION OF WHICH, the DEPARTMENT covenants and agrees to pay AP Inc:

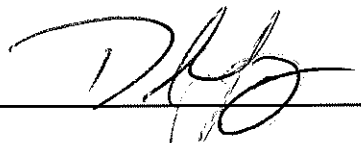
Pre-Employment Evaluations	\$550.00
Fitness for Duty Evaluations	\$1,500.00
Critical Incident Stress Debriefing	\$250.00
General Consultation	\$250.00

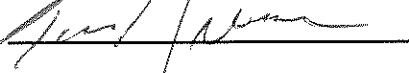
Recommended by:
Warren County Sheriff

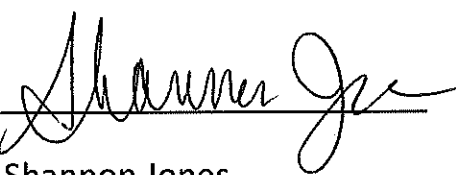
By: 

Date: 2-18-2020

Board of Commissioners
of Warren County, Ohio


By: 
David G. Young, President

By: 
Tom Grossmann, Vice President

By: 
Shannon Jones

Date: 3-3-2020

APPROVED AS TO FORM


Adam M. Nice, A.P.A.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF FRANKLIN

I, AMY MARZELLA SPIESS, holding the title and position of PROSPECT / CEO at the firm ASSOCIATION FOR PSYCHOTHERAPY, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Amy Marzella Spiess
AFFIANT

Subscribed and sworn to before me this 18 TH day of FEBRUARY 20 20

Cheryl L. Hemmworth
(Notary Public),

FRANKLIN County.

My commission expires MAY 12 20 24



Cheryl L. Hemmworth
Notary Public
In and for the State of Ohio
My Commission Expires
May 12, 2024

Resolution

Number 20-0361

Adopted Date March 03, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Youth Worksite Agreement with the following companies, as attached hereto and made part hereof:

Warren County Children Services
416 East Street
Lebanon, Ohio 45036

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

This agreement is entered into by and between on this 3rd day of March, 2020, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Children Service, 416 S East St, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2020.

WITNESSETH:

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

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

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

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

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

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

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

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

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

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

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

T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

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

Attachment A

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

I. Agency Information:

Agency Name: Warren County Children Services

Address: 416 S. East Street Lebanon, Ohio 45036

Phone: 513-695-1511 E-mail susan.walther@jfs.ohio.gov

Agency Administrator: Susan Walther

Contact Person: Susan Walther

FEIN#: 31-6000058

II. Program Information: Work for the youth will begin at the worksite on or about 8AM and continue until on or about 4:30pm. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren County Children Services	Jenny Carman 513-695-1520	2	18+	From: 8am To: 4:30pm	Yes
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

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

Worksite #1:

Scanning Clerical 7116 S. East St. Lebanon, Ohio 45034 (SW)

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

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

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

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

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

 N/A

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

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

Shawn Walker (Director)

Signature of Worksite Administrator/Title

2/28/2020

Date

Matt Fetty

2/28/20

Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B

Minor Labor Laws

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

NOT:

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

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

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

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

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

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

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

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

GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

Resolution

Number 20-0362

Adopted Date March 03, 2020

AUTHORIZE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC., INCREASING PURCHASE ORDER NO. 19001038 FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, Warren County and Strand Associates, Inc. entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of preliminary design services for the Sycamore Trails Wastewater Treatment Plant Upgrades Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of construction drawings, contract documents, surveying and construction services; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 19001038 to Strand Associates, Inc. in the amount of \$663,000 creating a new contract price of \$735,000. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be stipulated in "February 17, 2020 Amendment No. 1 to the Engineering Agreement" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the July 30, 2019 Engineering Agreement, total additional compensation not to exceed \$663,000.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Strand Associates, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, 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 STRAND ASSOCIATES, INC., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 (hereinafter called the "Consultant").

WHEREAS, the County and the Consultant entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of construction drawings, specifications, and surveying services during the design of the Sycamore Trails Wastewater Treatment Plant Upgrades Project (hereinafter "Project"); and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the County and were indented as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional services including the preparation of construction drawings, contract documents, surveying and construction services; and

NOW, THEREFORE, IT IS AGREED by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the Consultant's letter dated, February 17, 2020, 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 this Amendment by both the Consultant and the County. All services shall be completed by December 31, 2022.

COMPENSATION

1. The Consultant’s fee for all services performed pursuant to this Amendment shall be on a “per hour” basis for all labor incurred by the Consultant, in accordance with the July 30, 2019 Agreement.
2. Based on the scope of services as described in the Consultant’s letter dated February 17, 2020, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$663,000. The services performed under this Amendment in addition to the services under the original contract and all direct reimbursable expenses, shall not exceed \$735,000.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

ELECTRONIC FILES

County has requested that Consultant as part of the Scope of Services provide electronic files for County’s use on the Project. The parties hereby agree, Consultant makes no representation as to the compatibility of these files with the County’s hardware or software. The files shall not be used by County or anyone receiving the files or data through or from County for any purpose other than that intended. Any use or reuse by County or others will be at County’s sole risk and without any responsibility, liability or legal exposure to Consultant.

TERMS & CONDITIONS

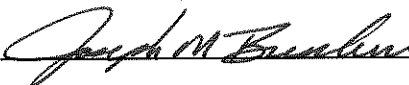
Except as provided herein, the July 30, 2019 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 30, 2019 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Strand Associates, Inc., has caused this Agreement to be executed by Joseph M. Bunker, its Corporate Secretary, on the date stated below, pursuant to a corporate resolution, authorizing the same.

STRAND ASSOCIATES, INC.

SIGNATURE: 

NAME: Joseph M. Bunker

TITLE: Vice President and Corporate Secretary

DATE: 2/20/2020

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Board Resolution No. 200362, dated 3-3-2020.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: David G Young

TITLE: President

DATE: 3-3-2020

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor



Strand Associates, Inc.®
629 Washington Street
Columbus, IN 47201
(P) 812-372-9911
(F) 812-372-7190

February 17, 2020

Ms. Kathryn Gilbert, Staff Engineer
Warren County Water and Sewer Department
406 Justice Drive
Lebanon, Ohio 45036

Re: Amendment No. 1 to the Engineering Agreement dated July 30, 2019
Sycamore Trails Wastewater Treatment Plant Upgrades Project

Dear Kathryn,

We are pleased to present the following changes to Exhibits No. 1, No. 3, and No. 4 of the referenced Agreement as we move forward into design and construction of improvements to the Sycamore Trails Wastewater Treatment Plant (WWTP).

Under **Attachment 1–Scope of Services**, ADD the following:

“Task 3–Preliminary Design Services

1. Assist the County in retaining a geotechnical firm for structural recommendations necessary for design of the project.
2. Provide two depth-velocity flow meters and one rain gauge. Install flow meters in the eight-inch and 12-inch influent sewers. Download meter data and clean sensors bi-weekly. Remove flow meter after 90 days of data collection. Additional time can be accommodated by amendment if more data is needed. Compare the data from the depth-velocity flow meters to the data from the existing ultrasonic level transducer and summarize the flows to the WWTP.
3. Prepare approximately 30 percent design comprising process schematic design, design criteria, hydraulic profile, preliminary site plan, general building floor plans including equipment and piping, equipment listing, preliminary equipment specifications, electrical one-line diagram, and opinion of probable construction cost.
4. Conduct 30 percent review meeting with the County at the County offices.

Task 4–Final Design Services

1. Design the treatment processes and support systems. This will include process, hydraulic, structural, architectural, electrical, mechanical, and site design of the following items:
 - a. New screen structure, including influent spiral screen with weather protection enclosure and heat tracing and bypass channel
 - b. New aeration tanks
 - c. Two new circular clarifiers
 - d. Return-activated sludge/waste-activated sludge pumping station

Ms. Kathryn Gilbert, Staff Engineer
Warren County Water and Sewer Department
Page 2
February 17, 2020

- e. New Blower Building, including space for blowers, office, utility sink and benchtop, half bath, and storage
 - f. New chlorine contact tank, including effluent flow metering weir and post-aeration equipment
 - g. Sludge holding tank modifications
 - h. Demolition of existing structures and equipment
 - i. Site improvements, including electric service upgrade, additional exterior lighting, and additional yard hydrants
2. Prepare approximately 60 percent design including preliminary building/facility section views, control descriptions, wall sections, roof drawings, structural drawings and sections, plumbing and fire protection drawings, HVAC drawings, input/output list, and a draft of the technical specifications.
 3. Submit electronic copy of 60 percent documents to County for review.
 4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings.
 5. Prepare approximately 90 percent design. These documents will have additional information to bid the project compared to the 30 and 60 percent design. Prepare a final version of the opinion of probable construction cost.
 6. Conduct 90 percent review meeting with the County at the County offices.
 7. Prepare a permit-to-install application and submit the application along with the required forms and documentation to OEPA for review.
 8. Prepare a National Pollution Discharge Elimination System (NPDES) permit modification and submit the application along with the required forms and documentation to OEPA for review.
 9. Prepare a Building Permit application and submit the application along with the required forms and documentation to the Warren County Building and Zoning Department for review.
 10. Incorporate comments from the County and OEPA, as appropriate, into the contract documents. Submit three revised copies of the contract documents to the County and OEPA.

Task 5–Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to the County for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend prebid meeting with site visit.

Ms. Kathryn Gilbert, Staff Engineer
Warren County Water and Sewer Department
Page 3
February 17, 2020

4. Attend bid opening, tabulate and analyze bid results, and assist the County in award of the Construction Contract.
5. Prepare five sets of Contract Documents for signature.

Task 6--Construction-Related Services

1. Provide construction contract administration services including attendance at the preconstruction conference, review of the contractor's shop drawing submittals, and review of the contractor's monthly pay requests. Consultant's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to County free and clear of any liens, claims, or other encumbrances. Any such service by Consultant will be provided through an amendment to this Agreement.
2. Review and answer the contractor's requests for information, submit cost proposal requests to contractor for possible changes in work scope, and process contract change orders.
3. Prepare agenda and meeting minutes for the monthly construction progress meetings. The project manager and resident project representative (RPR) will attend the monthly project meetings for the 16-month duration.
4. Conduct one substantial completion review to develop Certificate of Substantial Completion and a list of items to be completed or corrected by the contractor.
5. Assist the County during equipment manufacturer's training and equipment start-up and respond to operator process-type inquiries regarding plant operations following substantial completion.
6. Prepare record drawings based on the contractor's mark-up drawings in AutoCAD format and transmit to the County in hard copy, AutoCAD format, and portable document format (PDF) file. Strand will prepare record drawings based on the records presented to Strand by the contractor and the County, and Strand will not be liable for the accuracy of the record drawing information provided by the contractor or the County. The County has requested that Consultant, as part of the Scope of Services, provides electronic files for County's use on the Project. Consultant makes no representation as to the compatibility of these files with the County's hardware or software. The files shall not be used by the County or anyone receiving the files or data through or from the County for any purpose other than that intended. Any use or reuse by the County or others will be at the County's sole risk and without any responsibility, liability or legal exposure to Consultant.

Task 7--Resident Project Representative Services

Provide one RPR for part-time observation of construction. Services include attendance at construction progress meetings and daily field documentation. RPR efforts are anticipated to be approximately 20 hours each week within a five-day work week for 14 months of the 16-month construction duration, for a total of 1,200 hours. In furnishing observation services, Strand's efforts will be directed toward determining that the completed project will, in general, conform to the Contract Documents. Strand will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Ms. Kathryn Gilbert, Staff Engineer
 Warren County Water and Sewer Department
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 February 17, 2020

Task 8–Operation and Maintenance Manual Services

Prepare a written Operation and Maintenance (O&M) Manual and transmit to the County in hard copy and as a PDF. The O&M Manual will include a narrative, figures, and descriptive tables to assist the County in the operation of the existing and new WWTP processes. The O&M Manual will also include an organized volume of the process equipment O&M Manuals provided by the equipment manufacturers.

If-Authorized Services

The following additional tasks will be completed upon receipt of written authorization from the County.

Post-Construction Services

Provide the County with ongoing assistance following final completion and extending through the contractor-provided 12-month warranty period. Closeout efforts will include office time and on-site time to assist with resolution of contractor or equipment warranty issues.”

Under **Attachment 3–Compensation by Task**, REPLACE the table in its entirety with the following:

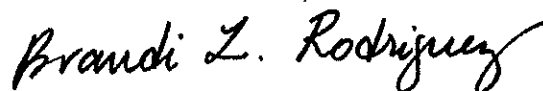
Service	Fee
Task No. 1–Data Collection and Review Services	\$ 28,000
Task No. 2–Alternative Analysis and Preliminary Design Report Services	\$ 44,000
Task No. 3–Preliminary Design Services	\$ 87,000
Task No. 4–Final Design Services	\$177,000
Task No. 5–Bidding-Related Services	\$ 24,000
Task No. 6–Construction-Related Services	\$185,000
Task No. 7–Resident Project Representative Services	\$155,000
Task No. 8–Operation and Maintenance Manual Services	\$ 35,000
Total	\$735,000
If-Authorized–Easement Services	\$ 4,800
If-Authorized–Property Transfer Documentation Services	\$ 9,300
If-Authorized–Post-Construction Services	\$ 20,000

Under **Exhibit 4–Project Schedule**, CHANGE October 31, 2019, to “December 31, 2022,” and REPLACE the preliminary schedule Gantt chart with the enclosed.

We look forward to continuing to work with the County on this project.

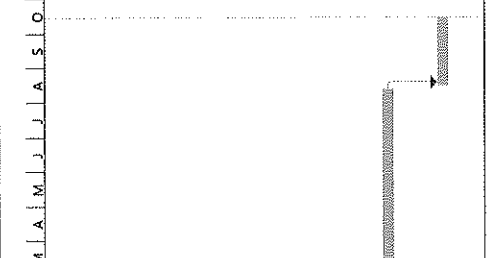
Sincerely,

STRAND ASSOCIATES, INC.®



Brandi Rodriguez

ID	Task Mode	Task Name	Start	Finish
1		Preliminary Design	Wed 1/29/20	Fri 6/12/20
2		Flow Monitoring	Wed 1/29/20	Thu 5/14/20
3		30 Percent Design	Wed 1/29/20	Fri 6/12/20
4		Final Design	Mon 6/15/20	Fri 10/16/20
5		OEPA NPDES and PTI Review	Mon 10/19/20	Fri 2/19/21
6		Bidding and Award	Mon 2/22/21	Fri 5/21/21
7		Construction (Substantial Completion)	Mon 5/24/21	Fri 8/12/22
8		Final Completion	Mon 8/15/22	Fri 10/14/22



Project: 4640.001 Schedule
Date: Mon 12/30/19

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

Resolution

Number 20-0363

Adopted Date March 03, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH QUEEN CITY MECHANICALS, INC. FOR THE CONSTRUCTION OF THE CARLISLE AREA LIFT STATION UPGRADES – PHASE I – FAIRVIEW AND JILL LIFT STATIONS PROJECT, PURCHASE ORDER NO. 19001670

WHEREAS, this Board on January 7, 2020 entered into a Contract with Queen City Mechanicals, Inc. for the construction of the Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project; and

WHEREAS, it was determined that the wrong type and size of access hatch was specified in the contract documents; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

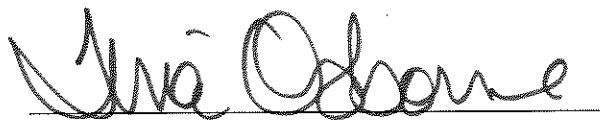
1. Approve Change Order No. 1 to the Contract with Queen City Mechanicals, Inc. increase Purchase Order No. 19001670 by \$3,100.00 and creating a new Contract and Purchase Order price in the amount of \$102,800.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Queen City Mechanicals, Inc. for the construction of the Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Queen City Mechanicals, Inc.
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: February 19, 2020

Change Order Number 1

Project Name: Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Change Fairview Lift Station Access Hatch to an H20 Load Rating Hatch	\$1,550.00	
2	Change Jill Lift Station Access Hatch to an H20 Load Rating Hatch	\$1,550.00	
Sums of the ADDITIONS & DELETIONS		\$3,100.00	\$0
TOTALS FOR THIS CHANGE ORDER		\$3,100.00	

Attachments:

Attachment 1 – Emails with Queen City Mechanicals Describing Change

Original contract price \$99,700.00 .

Current contract price adjusted by previous change orders \$99,700.00 .

The Contract price due to this change order will be increased/decreased.

The New contract price including this change order will be \$102,800.00

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Contractor's Signature

2-19-20

Date

Recommended By:

Warren Sanitary Engineer

2/25/2020

Date

Warren County Commissioner

3-3-2020

Date

Warren County Commissioner

3-3-2020

Date

Warren County Commissioner

3-3-2020

Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

CARLISLE AREA LIFT STATION UPGRADES – PHASE I – FAIRVIEW AND JILL
LIFT STATIONS

CHANGE ORDER NO. 1

**ATTACHMENT 1 – EMAILS WITH QUEEN CITY
MECHANICALS DESCRIBING CHANGES**

Gilbert, Kathryn

From: Gilbert, Kathryn
Sent: Tuesday, February 18, 2020 12:03 PM
To: 'Rick Seaver'
Subject: RE: Carlisle vault submittal

Categories: Carlisle Lift Station Upgrades

Good Morning Rick,

Please proceed with the H20 Halliday Hatches. I will send over the formal change order form latter today.

Thanks,

Kathryn Gilbert
Staff Engineer
Warren County Water & Sewer Department
Kathryn.Gilbert@co.warren.oh.us
Ph. (513) 695-1645

From: Rick Seaver [<mailto:rick.seaver@queencitymech.com>]
Sent: Friday, January 24, 2020 8:26 AM
To: Gilbert, Kathryn
Subject: RE: Carlisle vault submittal

Kathryn

I have researched Halliday's catalog and am unable to find a different version of what you have speced. I believe we can find a way in the field to make this one work, but it is up to you. Please let me know how you would like to proceed.

Thanks

From: Gilbert, Kathryn <Kathryn.Gilbert@co.warren.oh.us>
Sent: Tuesday, January 21, 2020 3:02 PM
To: Rick Seaver <rick.seaver@queencitymech.com>
Subject: RE: Carlisle vault submittal

Good Afternoon Rick,

Thank you for the quick response, you are correct in assuming we would be replacing with the 2 door version.

I just need a little clarification regarding the installation. Would the anchors shown on the drawing be grouted in place or how would they be handled?

We could also discuss this at tomorrow's pre-construction meeting.

Thank you,

Kathryn Gilbert
Staff Engineer
Warren County Water & Sewer Department
Kathryn.Gilbert@co.warren.oh.us
Ph. (513) 695-1645

From: Rick Seaver [<mailto:rick.seaver@queencitymech.com>]
Sent: Monday, January 20, 2020 3:00 PM
To: Gilbert, Kathryn
Subject: RE: Carlisle vault submittal

Kathryn

Attached is the submittal for H2O loaded access hatches. The additional cost is \$1550 per each hatch. I am assuming we are replacing with the 2 door version that is the same as the existing (H2R060036)?

Please let me know what you need to proceed. Thanks

From: Gilbert, Kathryn <Kathryn.Gilbert@co.warren.oh.us>
Sent: Friday, January 17, 2020 12:23 PM
To: Rick Seaver <rick.seaver@queencitymech.com>
Subject: RE: Carlisle vault submittal

Good Afternoon Rick,

I have completed my review of the vault submittals, please see the attached.

I am not sure what happened during the design but the access hatch that was called out on the drawing is the wrong size and type of access hatch. The correct size of the access hatch should be a 36-inch by 60-inch H2O load rating hatch and as such I have rejected the submittal for the Series F1R Access hatch for both of the vaults. This change will be made through a work change directive, please submit on the corrected access hatch. Let me know if you need additional product specifications for the access door.

I apologize for the mix-up in the drawings. Please let me know if you have any questions.

Thank you,

Kathryn Gilbert
Staff Engineer
Warren County Water & Sewer Department
Kathryn.Gilbert@co.warren.oh.us
Ph. (513) 695-1645

Resolution

Number 20-0364

Adopted Date March 03, 2020

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT WITH ASHLEY N. STONECASH, FORMERLY KNOWN AS ASHLEY N. MILTON FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Ashley N. Stonecash, a married woman, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and a temporary construction easement from the property owner; and

WHEREAS, the land for the permanent easement and a temporary construction easement is as follows:

Permanent Construction Easement – Exhibit A & C- 0.013 acres
Temporary Construction Easement – Exhibit B & C 0.022 acres

WHEREAS, the negotiated price for the permanent easement and a temporary construction easement is \$4,451.00; and

NOW THEREFORE BE IT RESOLVED, to enter into permanent easement and a temporary construction agreement, copies of which are attached hereto and made a part hereof, with Ashley N. Stonecash, a married woman for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$4,451.00.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Stonecash, Ashley N.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #05-32-101-006-0 (Pt.)**

ARTICLES OF AGREEMENT

This Easement Agreement (the "Agreement") is entered into the date stated below by Ashley N. Stonecash, formerly known as Ashley N. Milton, married, whose tax mailing address is 35 E. Lytle-Five Points Road, Springboro, OH 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle Five-Points Road/Bunnell Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Four Thousand Four Hundred Fifty-One and no/100 Dollar(s) (\$4,451.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, it's successors and assigns, an exclusive and permanent highway easement situated in Section 32, Town 3, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 0.459 acre and being the same premises described in the deed recorded in the Warren County Recorder's Office as Doc. # 2017-020426, said permanent highway easement for the purpose of improving and maintaining a public road and a temporary construction easement for constructing the necessary project improvements upon, over and under the lands hereafter described as follows:

EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "C" for drawing.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

See Exhibit "B" for details.

See Exhibit "C" for drawing.

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle Five-Points Road/Bunnell Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

[the balance of the page is blank]

GRANTOR

IN EXECUTION WHEREOF, Ashley N. Stonecash, the Grantor herein, and her husband, Aaron Stonecash who hereby releases his rights of dower for purposes of said Agreement, have hereunto set their hands hereto on the date stated below.

SIGNATURE: Ashley N. Stonecash
PRINTED NAME: Ashley N. Stonecash
DATE: 2/11/2020

SIGNATURE: Aaron Stonecash
PRINTED NAME: Aaron Stonecash
DATE: 2/11/2020

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 11th day of February, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Ashley N. Stonecash, being the **Grantor** in the foregoing Agreement, and her husband, Aaron Stonecash, and acknowledged the signing thereof to be her voluntary act and deed.



ROBYN LEGGETT
Notary Public, State of Ohio
My Commission Expires 8/18/21

Notary Public: Robyn Leggett
My commission expires: 8/18/21

[the remainder of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David G Young, it's President on the date stated below, pursuant to Resolution No. 20-0364, dated 3-3-2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: David G Young
TITLE: President
DATE: 3-3-2020

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 3rd day of March, ²⁰²⁰ 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David G Young, the President of the Warren County Board of County Commissioners being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the said Resolution authoring such act.

Notary Public: [Signature]
My commission expires: 2/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
~~Bruce McGary~~, Assistant Prosecutor, Adam M. [Signature]
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

EXHIBIT A

Ver. Date 03/18/2019

PART OF PIN 05-32-101-006

**WAR-CR46/TR128-ROUNDAABOUT
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.459 acre parcel as conveyed to **Ashley N. Milton** by Document Number 2017-020426 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in the Lytle-Five Points Road and the north line of Section 32, said point bears South 84 degrees 30 minutes 41 seconds East, 160.00 feet from the northwest corner of Section 32, said point being the northwest corner of said Milton parcel and the northeast corner of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records;

thence South 04 degrees 56 minutes 41 seconds West, for a distance of **30.00 feet**, along the westerly line of said Milton parcel and the easterly line of said Taylor parcel, to a point on the existing southerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **100.00 feet**, along the existing southerly right-of-way line of Lytle-Five Points Road, to a point on the easterly line of said Milton parcel and the westerly line of a record 0.459 acres parcel as conveyed to **Pamela S. Esken** by Official Record Volume 1167 and Page 509 of the Warren County Recorder's records, said point referenced by an iron pin found bearing South 34 degrees 56 minutes 16 seconds West, at a distance of 0.43 feet;

EXHIBIT A

2. **thence South 89 degrees 08 minutes 41 seconds West**, for a distance of **100.51 feet**, to a point on the westerly line of said Milton parcel and the easterly line of said Taylor parcel;
3. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **11.11 feet**, along the westerly line of said Milton parcel and the easterly line of said Taylor parcel, to the **Principle Point of Beginning** and containing 0.013 acres, more or less, out of Auditor Parcel Number 05-32-101-006.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: _____

Brian J. Oyer P.S. 8732

EXHIBIT B

Ver. Date 03/18/2019

PART OF PIN 05-32-101-006

**WAR-CR46/TR128-ROUNDAABOUT
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A ROUNDAABOUT
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.459 acre parcel as conveyed to **Ashley N. Milton** by Document Number 2017-020426 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in the Lytle-Five Points Road and the north line of Section 32, said point bears South 84 degrees 30 minutes 41 seconds East, 160.00 feet from the northwest corner of Section 32, said point being the northwest corner of said Milton parcel and the northeast corner of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records;

thence South 04 degrees 56 minutes 41 seconds West, for a distance of **41.11 feet**, along the westerly line of said Milton parcel and the easterly line of said Taylor parcel, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence North 89 degrees 08 minutes 41 seconds East**, for a distance of **100.51 feet**, to a point on the easterly line of said Milton parcel and the westerly line of a record 0.459 acre parcel as conveyed to **Pamela S. Esken** by Official Record Volume 1167 and Page 509 of the Warren County Recorder's records, said point being on the existing southerly right-of-way line of Lytle-Five Points Road and referenced by an iron pin found bearing South 34 degrees 56 minutes 16 seconds West, at a distance of 0.43 feet;
2. **thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **8.82 feet**, along the easterly line of said Milton parcel and the westerly line of said Esken parcel, to a point;
3. **thence South 88 degrees 04 minutes 00 seconds West**, for a distance of **100.72 feet**, to a point on the westerly line of said Milton parcel and the easterly line of said Taylor parcel;

EXHIBIT B

4. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **10.72 feet**, along the westerly line of said Milton parcel and the easterly line of said Taylor parcel, to the **Principle Point of Beginning** and containing 0.022 acres, more or less, out of Auditor Parcel Number 05-32-101-006.

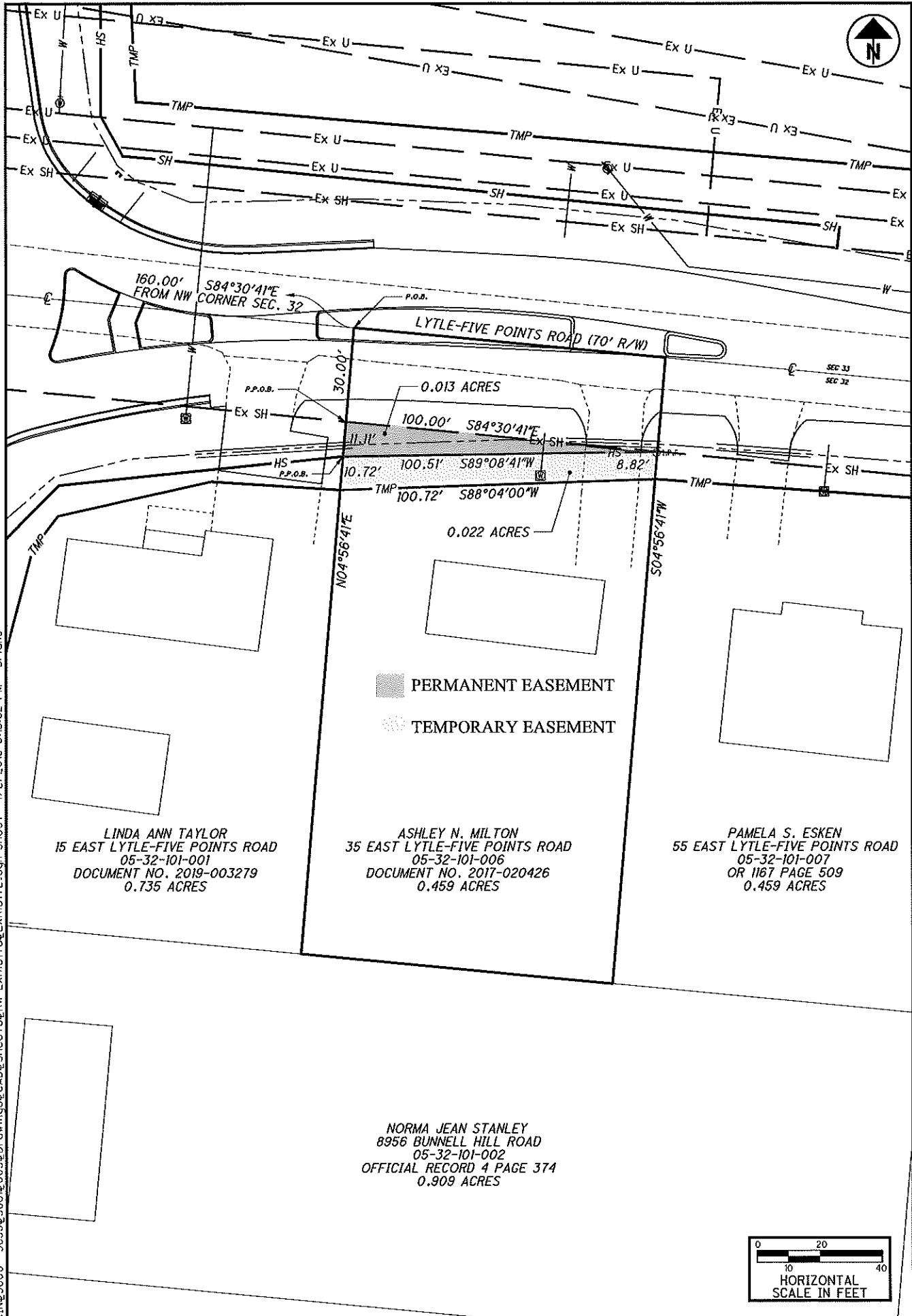
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: _____

Brian J. Oyer P.S. 8732

EXHIBIT C



160.00' FROM NW CORNER SEC. 32
S84°30'41"E

LYTLE-FIVE POINTS ROAD (70' R/W)

0.013 ACRES

0.022 ACRES

PERMANENT EASEMENT
TEMPORARY EASEMENT

LINDA ANN TAYLOR
15 EAST LYTLE-FIVE POINTS ROAD
05-32-101-001
DOCUMENT NO. 2019-003279
0.735 ACRES

ASHLEY N. MILTON
35 EAST LYTLE-FIVE POINTS ROAD
05-32-101-006
DOCUMENT NO. 2017-020426
0.459 ACRES

PAMELA S. ESKEN
55 EAST LYTLE-FIVE POINTS ROAD
05-32-101-007
OR 1167 PAGE 509
0.459 ACRES

NORMA JEAN STANLEY
8956 BUNNELL HILL ROAD
05-32-101-002
OFFICIAL RECORD 4 PAGE 374
0.909 ACRES

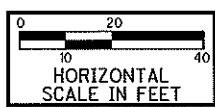


EXHIBIT FOR PROPOSED EASEMENT
35 EAST LYTLE-FIVE POINTS RD

WARREN COUNTY
OHIO



S:\B\C\ING\3800--3699\3661\003\Drawings\CAD\Sheet\RW Exhibit\Exhibit2.dgn Sheet 4/2/2019 5:15:52 PM briano

Resolution

Number 20-0365

Adopted Date March 03, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH ASHLEY N. STONECASH, FORMERLY ASHLEY N. MILTON FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, it is necessary to enter onto the property, parcel #05-32-101-006 located at 35 East Lytle Five Points Road, Springboro, OH. 45066 which is owned by Ashley N. Stonecash, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Construct a T-turnaround connected to existing driveway.
2. Abandon the existing septic tank per WCCHD specifications.
3. Connect house sewer to the Springboro sanitary sewer in compliance with Springboro's sewer use ordinance.
4. Place compacted backfill in all trenches and excavations to restore the existing grade.
5. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement Ashley N. Stonecash, for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Stonecash, Ashley N.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Ashley N. Stonecash, formerly known as Ashley N. Milton, married, whose tax mailing address is 35 East Lytle Five Points Road, Springboro, Ohio 45066 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety at the intersection of Lytle Five Points Road and Bunnell Hill Road, a Roundabout intersection project is to be constructed. In order to construct the project, it is necessary to enter onto property owned by Grantor. The subject real estate is located at 35 East Lytle Five Points Road, identified as Parcel #05-32-101-006. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Construct a T-turnaround connected to existing driveway.
2. Abandon the existing septic tank per WCCHD specifications.
3. Connect house sewer to the Springboro sanitary sewer in compliance with Springboro's sewer use ordinance.
4. Place compacted backfill in all trenches and excavations to restore the existing grade.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Five Points Road Bunnell Hill Road Roundabout Project or until December 31, 2020, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David B Young, its President on the date stated below, pursuant to Resolution Number 20-0365, dated 3.3.2020

Grantee:

Signature: [Signature]

Printed Name: David B Young

Title: President

Date: 3.3.2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 3rd day of March, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David B Young, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal

on this day and year aforesaid.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1782
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 20-0366

Adopted Date March 03, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DOUGLAS HARDY FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW COZADDALE ROAD

WHEREAS, in order to improve the safety of Morrow-Cozaddale Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-22-252-001 located at 2655 Shamrock Drive, Morrow, OH 45152 which is owned by Douglas Hardy, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Realign any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right of way.
6. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

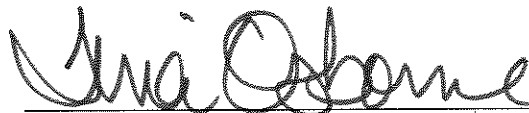
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Douglas Hardy, for the Morrow Cozaddale Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hardy, Douglas
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Douglas Hardy, whose tax mailing address is 2655 Shamrock Drive, Morrow, Ohio 45152 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow-Cozaddale Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2655 Shamrock Drive, Morrow, Ohio 45152, identified as Parcel #17-22-252-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Re-align any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow-Cozaddale Road Bridge #43-3.35 Replacement Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Douglas Hardy, the Grantor herein, have hereunto set his hand on the date stated below.

Grantor:

Signature: *Douglas Hardy*

Printed Name: Douglas Hardy

Date: 2/21/20

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 21 day of FEBRUARY, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Douglas Hardy, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2020
Recorded in
Warren County

Dominic M. Brigano

Notary Public

My commission expires: 02/06/2020

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution Number 20-0346 dated 3.3.2020

Grantee:

Signature: _____

Printed Name: David G Young

Title: President

Date: 3.3.2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 3rd day of March, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public

My commission expires: 12-26-2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____

Adam Nice, Assistant Prosecutor

500 Justice Drive

Lebanon, OH 45036

Ph. (513) 695-1399

Fx. (513) 695-2962

Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 20-0367

Adopted Date March 03, 2020

ACCEPT AN AMENDED CERTIFICATE WITHIN SEWER PROJECT FUND NO. 5575 AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SEWER PROJECT FUND NO. 5575 AND SEWER OPERATING FUND NO. 5580

WHEREAS, an Amended Certificate and supplemental appropriations are necessary to proceed with various upcoming Sewer revenue financed projects; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission in the amount of \$1,800,000:

BE IT FURTHER RESOLVED TO approve the following supplemental appropriations:

\$ 1,800,000.00 into 55803319 - 5997 (SEWER SURPLUS OPER TRANSFER)

\$ 1,800,000.00 into 55753300 - 5320 (SEWER PROJ CAPITAL PURCHASES)

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jb

cc: Auditor
Amended Certificate file
Supplemental Appropriation File
Water/Sewer (File)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, February 27, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Sewer Construction Projects	(\$3,293,200.00)		\$8,607,630.00	\$5,314,430.00
Fund 5575				
TOTAL	(\$3,293,200.00)	\$0.00	\$8,607,630.00	\$5,314,430.00


 _____)
)

Resolution

Number 20-0368

Adopted Date March 03, 2020

APPROVE A SUPPLEMENTAL APPROPRIATION INTO GRANTS FUND 2261

WHEREAS, Warren County Grants Administration is overseeing the Reduction of Stigma Grant Campaign; and

WHEREAS, a supplemental appropriation is necessary in order to process anticipated costs associated with this service; and

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

\$20,200.00 into 22613000-5400 (Purchased Services)

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


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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm

cc: Auditor 
Supplemental App file
Grants (File)

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

Resolution

Number 20-0369

Adopted Date March 03, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE FUND
#4451

BE IT RESOLVED, to approve the following supplemental appropriation:


\$2,500,000.00 into #44513120-5910 (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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Supplemental Appropriation file
 Engineer (file)
 OMB – S. Spencer

Resolution

Number 20-0371

Adopted Date March 03, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

WHEREAS, an appropriation was approved by resolution #19-1789 adopted December 27, 2019 for the aforementioned request, and

WHEREAS, the sick leave and vacation leave payout was not completed in 2019, therefore the unused appropriation was zeroed out as part of the end of the year closing process; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a sick and vacation leave payout for David Parry former employee of Information Technology:

\$6,886.00	from	#11011110-5881	(Commissioners – Sick Leave Payout)
	into	#11011400-5881	(Information Technology – Sick Leave Payout)
\$14,978.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011400-5882	(Information Technology - Vacation Leave Payout)

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Information Technology (file)
OMB

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

Resolution

Number 20-0372

Adopted Date March 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00 from #11011220-5160 (Visiting Judges)
 into #11011220-5855 (Clothing/Personal Equipment)

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

Resolution

Number 20-0373

Adopted Date March 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from #11012300-5830 (Worker's Comp)
 into #11012300-5317 (Non Capital Purchase)

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 20-0374

Adopted Date March 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #22735100-5910 (Other Expenses)
 into #22735100-5911 (Non Taxable Meal Fringe)

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 20-0375

Adopted Date March 3, 2020

CONTINUE PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO INCLUDE THE EASTERN TURTLECREEK AREA PLAN

BE IT RESOLVED, to continue the public hearing to consider an amendment to the Warren County Comprehensive Plan to include the Eastern Turtlecreek Area Plan; said public hearing to be continued to March 17, 2020, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Turtlecreek Township Trustees

Resolution

Number 20-0376

Adopted Date March 03, 2020

MODIFY RULES AND REGULATIONS - WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is the desire of this Board to amend the Rules and Regulations of the Warren County Water and Sewer Department to increase bi-monthly water and sewer rates for the next four years; and

1. That Section 8.02.A (Water Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum amount of usage up to 6,000 gallons per a bi-monthly billing period, the rate shall be as follows:

2020	\$25.86
2021	\$26.58
2022	\$27.36
2023	\$28.20

For all usage over the minimum 6,000 gallons per bi-monthly billing period, the rates per 1,000 gallons shall be as follows:

2020	\$4.31
2021	\$4.43
2022	\$4.56
2023	\$4.70

For every bi-monthly water bill a Replacement & Improvement Fee will be as follows:

2020	\$7.50
2021	\$7.50
2022	\$7.50
2023	\$7.50

Minimum bi-monthly charges and water usages shall be based on size of meter as follows:

Size of Meter	Minimum Bi-Monthly Charge				Gallons of Water
	2020	2021	2022	2023	
5/8"	25.86	26.58	27.36	28.20	6,000
3/4"	43.10	44.30	45.60	47.00	10,000
1"	86.20	88.60	91.20	94.00	20,000
1-1/2"	172.40	177.20	182.40	188.00	40,000
2"	431.00	443.00	456.00	470.00	100,000
3"	775.80	797.40	820.80	846.00	180,000
4"	1551.60	1594.80	1641.60	1692.00	360,000
6"	2586.00	2658.00	2736.00	2820.00	600,000
8"	4741.00	4873.00	5016.00	5170.00	1,100,000
10"	6896.00	7088.00	7296.00	7520.00	1,600,000
12"	9913.00	10189.00	10488.00	10810.00	2,300,000

2. That Section 8.03A (Sewer Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rates will be as follows:

2020	\$28.02
2021	\$28.02
2022	\$28.02
2023	\$28.02

For usage over the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rate per 1,000 gallons of usage shall be as follows:

2020	\$4.67
2021	\$4.67
2022	\$4.67
2023	\$4.67

For the following subdistricts, which are billed bi-monthly on a flat rate basis, the sewer charge per single family equivalent residential unit shall be as follows:

<u>Subdistrict</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Carlisle	\$65.38	\$65.38	\$65.38	\$65.38


3. That all other provisions of Sections 8.02 and 8.03 shall remain unchanged by this action.
4. That these modifications are effective upon adoption and will be implemented during next utility billing cycle.

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

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

Resolution adopted this 3rd day of March 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)