



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

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

September 12, 2023

- #1** **Clerk — General**
- #2** **9:00** **Susanne Mason, Grants Administrator—Provide Update on Fair Housing Assessment Plan**
- #3** **9:20** **Administrative Hearing—Site Plan Review Application of N & G Takhar Oil LLC in Turtlecreek Township**
- #4** **9:45** **PUBLIC HEARING—TEFRA Hearing for Hospital Facility Improvement Revenue Bond for Colonial Senior Services for a Senior Living Facility in Mason**
- #5** **10:00** **Work Session—Sheriff Sims Relative to Food Service in the Warren County Jail**
- #6** **10:15** **Executive Session— Pursuant to 121.22(G)(2) to Discuss the Acquisition of Real Estate, and Pursuant to 121.22 (G)(8) to Discuss the Possible Investment or Expenditure of Public Funds to be Made in Connection with a Request for Assistance in an Economic Development Project**

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	A W CARDINAL INC	FAC TREE REMOVAL	\$ 6,000.00
AUD	EAGLEVIEW	GIS FLIGHT	\$ 103,339.07

PO CHANGE ORDER

ENG	EAGLE BRIDGE CO	KING AVENUE BRIDGE PROJECT	\$ 94,490.10 DECREASE
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9/12/2023 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

September 12, 2023

Approve minutes of September 5, 2023.

PERSONNEL

- 1. Hire Victoria Caldwell as Administrative Support within OMB***
- 2. Authorize posting of Administrative Support position within Commissioners' Office***
- 3. Authorize posting of Deputy Director position within Human Services***
- 4. Approve end of 365-day probationary period and pay increase for Curtis Holman and Ashleigh Riffle within Emergency Services***

GENERAL

- 5. Declare an emergency and waive competitive bidding for the immediate removal of multiple trees at the Zoar Tower Site***
- 6. Approve service agreement with Montgomery County for use of JusticeWeb, Montgomery County's Criminal Justice Information System***
- 7. Enter into professional services contract with Woolpert, Inc. and Pictometry International Corp for the Ohio State Imagery Program on behalf of the Warren County Auditor***
- 8. Enter into contract with affordable language services on behalf of Human Services***
- 9. Authorize acceptance of renewal quote with OarNet on behalf of Telecom***
- 10. Enter into agreement for electronic pollbook funding with the Ohio Secretary of State on behalf of Board of Elections***
- 11. Acknowledge receipt of August 2023 financial statement***
- 12. Acknowledge payment of bills***
- 13. Approve final plat***

FINANCIAL

- 1. Approve appropriation adjustments from Commissioners 11011110 into Records Center 11011500, Common Pleas 11011223, Sheriff 11012210 and County Court 11011283 for payouts***
- 2. Approve appropriation adjustments within County Court 11011280, Sheriff 11012210 and Telecomm 4492***

****Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda***

September 12, 2023

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Accept Tentative agreement regarding the negotiations between the Warren County Engineer and the Warren County Highway Employee Association/AFSCME

ACCEPT TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS BETWEEN THE WARREN COUNTY ENGINEER AND THE WARREN COUNTY HIGHWAY EMPLOYEE ASSOCIATION/AFSCME

WHEREAS, representatives of the Warren County Engineer and the Warren County Highway Employees Association/AFSCME have been negotiating to reach agreement relative to a new Agreement for the County Engineer employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Engineer's Office and the Warren County Highway Employee Association/AFSCME have reached a tentative agreement; and

NOW THEREFORE BE IT RESOLVED, to accept the tentative agreement and approve and authorize the County Administrator to sign the approved union agreement; copy attached hereto and made a part hereof.

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

- M
- M
- M

Resolution adopted this 12th day of September 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/ba

cc: C/A— Warren County Highway Employees Associ
 Engineer (file)
 Clemans Nelson (Ryan Woodward)
 Martin Russell

*Original agreement
 w/ signatures to
 follow*

Highlighted
Changes

Maintain Current Contract Language for Remaining Articles

- 1 Agreement/Purpose
- 2 Union Recognition
- 3 Union Security
- 4 Representation
- 5 Management Rights
- 6 Non-Discrimination
- 7 Labor/Management Meetings
- 8 Probationary Periods
- 9 Seniority
- 10 Corrective Action
- 11 Personnel Files
- 12 Grievance Procedure
- 13 Vacancies and Promotions
- 14 Layoff and Recall
- 15 Work Rules
- 16 Health and Safety
- 17 Commercial Driver's License
- 18 Uniforms and Equipment
- 19 Hours of Work and Overtime
- 21 Insurances
- 22 Vacation
- 23 Holidays
- 24 Sick Leave
- 25 Leaves of Absence
- 26 Miscellaneous
- 27 No Strike/No Lockout
- 28 Savings and Contract Construction Clause
- 29 Integrity of the Agreement
- 30 Waiver in Emergency

FOR THE EMPLOYER

Wulf F. J. J. J.

Mark Danner

DATE SUBMITTED: _____

DATE SIGNED: 9-6-23

FOR THE UNION

Mark Ladd

Wulf F. J. J. J.
Wulf F. J. J. J.

ARTICLE 31
DURATION

Section 31.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, ~~on January 1, 2021~~ **on September 1, 2023** and shall remain in effect through 11:59 p.m. ~~December 31, 2023~~ **August 31, 2026.**

Section 31.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety calendar days prior to the expiration date of this Agreement. Such notice shall be as provided for by the rules of the Ohio State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

FOR THE EMPLOYER

Paul F. Tunison

Mark Danner

FOR THE UNION

Mark Laddo

Mark Laddo
Keith Dwyer

DATE SUBMITTED: _____

DATE SIGNED: 9-6-23

ARTICLE 20
WAGES AND COMPENSATION

Section 20.1. Base starting wage rates for bargaining unit positions as of ~~December 31, 2020~~ **September 1, 2023** are **adjusted** as follows **effective the beginning of the pay period that includes September 1, 2023**: [These are approximate rates rounded to 2 decimals but the amounts will be adjusted to the amounts calculated by the payroll system which might be 4 decimals.]

Highway Worker 1	\$18.38	\$21.50
Highway Worker 2	\$19.12	\$24.84
Highway Worker 3	\$22.70	\$28.98
Mechanic 2	\$21.53	\$27.49
Mechanic 3	\$23.67	\$29.76


Effective the beginning of the pay period that includes January 1, 2024 **2025**, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%). Effective the beginning of the pay period that includes January 1, 2022 **2026**, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%). ~~Effective the beginning of the pay period that includes January 1, 2023, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%).~~ No employee shall be paid below the minimum rate for his or her classification, unless required by the Public Employee Retirement System provisions.


Section 20.2. Employees promoted to a higher level position shall receive not less than a three percent (3.0%) increase if the new base rate does not represent a three percent (3.0%) increase.

Section 20.3. The probationary period for a new hire Highway Worker 1 shall be one (1) year as provided in Article 8, and the minimum rate for Highway Worker 1 shall apply while he or she is in that probationary period. Upon successful completion of the probationary period, the employee shall become a Highway Worker 2 and shall be paid at the minimum rate for that classification.


Section 20.4. If an employee is promoted to Highway 3 and fails probation or is otherwise demoted from Highway 3 to Highway 2, he or she shall be paid at his or her old Highway 2 rate as adjusted to include any general increases that have occurred since his or her promotion.


FOR THE EMPLOYER






FOR THE UNION







DATE SUBMITTED: _____

DATE SIGNED: 9-6-23

APPENDIX A

Position	Base Starting Wage Rates		
	2021 9/1/23	2022 1/1/25	2023 1/1/26
Highway Worker 1	18.75-21.50	19.12-21.93	19.50-22.37
Highway Worker 2	19.50-24.84	19.89-25.34	20.29-25.84
Highway Worker 3	23.15-28.98	23.62-29.56	24.09-30.15
Mechanic 2	21.96-27.49	22.40-28.04	22.85-28.60
Mechanic 3	24.14-29.76	24.63-30.36	25.12-30.96

FOR THE EMPLOYER

Neil F. J. J. J.

DATE SUBMITTED: _____

DATE SIGNED: 9-6-23
Mark [Signature]

FOR THE UNION

Mark Laddo

Alan [Signature]
Keith Runyon

AGREEMENT
BETWEEN
WARREN COUNTY ENGINEER'S OFFICE
AND
WARREN COUNTY
HIGHWAY EMPLOYEE'S ASSOCIATION

SERB CASE NUMBER
23-MED-08-0645

Effective through
August 31, 2026

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ARTICLE 1
AGREEMENT / PURPOSE

Section 1.1. The Agreement, entered into by the Warren County Engineer, hereinafter referred to as the “Employer,” and the Warren County Highway Employees Association affiliated with Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1464 hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1.

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board (“SERB”) in case number 2015-REP-03-0027 and as amended including:

All full-time and regular part-time employees in the classifications of Highway Worker 1, Highway Worker 2, Highway Worker 3, Auto Mechanic 1, Auto Mechanic 2, Auto Mechanic 3.

but excluding:

Supervisors, seasonal employees, confidential employees, management level employees, and all other employees excluded by the Code.

If the bargaining unit involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB’s approval.

Section 2.2. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above that is not certified as the representative of the bargaining unit by SERB.

ARTICLE 3
UNION SECURITY

Section 3.1. The Employer agrees to deduct membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct Union membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be

presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.7. The rate of which dues are to be deducted shall be certified to the Employer or designee by the Union during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Section 3.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

Section 3.9. Furthermore:

- a. Each dues remittance shall be accompanied by a list of employees for whom the deductions were made and the amount deducted for each.
- b. The Employer shall resume dues deduction for an employee that returns from an approved leave of absence or suspension or who is recalled from layoff during the recall period in Article 14, all provided the employee has not revoked his or her checkoff authorization or resigned from the union as provided in Section 3.4 or 3.8.
- c. If a new hire employee agrees, the Employer shall permit a Union representative to meet with the employee on the Employer's premises: during the last fifteen (15)

minutes of paid time on a mutually agreed day during the employee's first ten (10) calendar days of employment. The Employer shall designate the location.

ARTICLE 4 **REPRESENTATION**

Section 4.1. Representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. A representative shall also be admitted to a non-work area at the end but not before the end of the work day to collect signed union cards or discuss and disseminate material related to AFSCME as long as the representative's activity does not unduly interfere, interrupt, or disrupt the Employer's operations; also the Employer may suspend this provision during negotiations after the rejection of a factfinder report. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize no more than two (2) employees, one of which shall be the chief steward, designated by the Union to act as Union stewards for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Stewards, as provided herein. The Union may designate two (2) alternate stewards.

Section 4.3. The Union shall provide to the Employer an official roster of all Union Stewards which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number; and
- D. Union office held.

No employee shall be recognized by the Employer as a Union Steward until the Union has presented the Employer with written notification of that person's selection.

Section 4.4. The investigation or processing of grievances (alleged or filed) by stewards may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the steward's assigned duties. Stewards shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during a steward's work time when release of the steward will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The steward will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work injury of a bargaining unit member.

- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 4.5. The Union agrees that no steward or representative of the Union either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Union agrees not to conduct meetings involving on duty employees except to the extent specifically authorized by the Employer.

Section 4.6. The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Employer. Controversial items shall not be posted.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. The Employer possesses the sole right to operate the office and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the office standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.
- C. To maintain and improve the efficiency and effectiveness of operations and programs.
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the work force.
- G. To determine the overall mission of the office as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the office as a governmental unit.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, ancestry, military status, veteran status, or genetic information of any person, or Union membership or non-membership.

Section 6.2. Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

ARTICLE 7
LABOR / MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

Section 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days, except it shall be one (1) year for new hire Highway Workers hired on or

after the effective date of this Agreement. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a promotion shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his/her former position during such period.

Section 8.2. An employee awarded a promotion or reassignment through the bidding process may voluntarily elect to return to his previous position at any time during the probationary period.

Section 8.3. Any employee who, while serving a probationary period, misses ten (10) or more work days due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 8.4. Benefits for newly hired employees shall be effective on the date that is in accordance with the Employer's benefit plans.

ARTICLE 9 **SENIORITY**

Section 9.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 9.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 9.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Engineer.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence or FMLA;
 2. Absence while on approved sick leave or disability leave;
 3. Military leave; and
 4. A layoff of two (2) years' duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause;
 2. Retirement;
 3. Layoff for more than two (2) years;
 4. Failure to return to work within ten (10) calendar days of a recall from layoff;

5. Failure to return to work at the expiration of a leave of absence; and
6. A resignation.

Section 9.3. The Employer will post a seniority list on the garage bulletin board showing the continuous service of each employee, during the month of September of each year.

ARTICLE 10 **CORRECTIVE ACTION**

Section 10.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes violations of the standards of conduct listed in the Employer's personnel policy manual. Forms of disciplinary action, but not necessarily the order of progression of penalties is:

- A. Counseling (written record);
- B. Written reprimand;
- C. Suspension (either without pay or a working suspension);
- D. Demotion; and
- E. Discharge from employment.

Determination of an appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct.

Section 10.2. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the charges and notification of his right to representation.

Section 10.3. Counseling records and written reprimands are not subject to the grievance procedure. Suspensions, demotions and discharge are subject to the grievance and arbitration procedure.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any representative of the Union as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is either

present at the time of the inspection or has provided written authorization including the signature of the employee.

Section 11.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 11.3. Records of counseling shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect two (2) years after the date of issuance, provided no intervening discipline has occurred. Records of minor suspensions (three [3] or less work days), shall cease to have force and effect two (2) years after the date of issuance, providing no intervening discipline has occurred.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 12.1. A grievance is defined as an allegation that the terms of this Agreement have been violated.

Section 12.2. A grievance may be filed by any member of the bargaining unit or by the Union. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member in a similar manner, one (1) employee selected by the group shall process the grievance.

Section 12.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 12.4 Written grievances must be filed on the form provided by the Employer and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

Section 12.5. Step 1: Within ten (10) work days of the incident leading to the grievance the grievant shall discuss the alleged grievance with his foreman. The foreman shall review the allegation with his supervisors, and shall report back to the grievant within five (5) work days of the initial discussion.

Step 2: A grievance unresolved at Step 1 may be submitted in writing to the Deputy of Operations, or the Assistant Deputy Operations in his absence, within five (5) work days of the foreman's response. Within two (2) work days of receipt of the written grievance, the Deputy/Assistant Deputy of Operations shall schedule a meeting with the grievant and his steward. A written response to the grievance will be prepared not later than five (5) work days of this Step 2 meeting.

Step 3: A grievance unresolved at Step 2 may be submitted to the Engineer within five (5) work days of the Step 2 response. The Engineer and his representatives will meet with the grievant and his steward within five (5) work days of receipt of the grievance. A Union Representative may also attend this meeting, but private individual counsel may not. The Engineer will prepare a response within ten (10) work days of the conclusion of this meeting.

Step 4: The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator from the following list: William Heekin, Frank Keenan, Bruce McIntosh, John J. Murphy and Michael Paolucci. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of fifteen (15) arbitrators from the FMCS, Cincinnati office. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this

Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Prior to the arbitration the parties may agree to take the grievance to mediation. If the parties agree to mediate, but cannot agree on a mediator, SERB will be notified and SERB will appoint a mediator.

ARTICLE 13 **VACANCIES AND PROMOTIONS**

Section 13.1. Whenever a vacancy occurs in a permanent bargaining unit position which the Employer intends to fill, an announcement of the vacancy shall be posted on the appropriate bulletin board(s) for a period of ten (10) calendar days, not including the date of posting. The posting shall include a description of the position to be filled, the job duties and any special qualifications that may be required. Employees who believe they meet the requirements of the position and wish to be considered shall sign the posting prior to the closing date. A steward may sign and initial the name of an employee on leave during the posting if he is aware that the employee wishes to be considered.

Section 13.2. In deciding upon a successful bidder for a vacancy, the Employer will consider the applicant's experience; ability to perform the work; records of absence and tardiness and active discipline; education and training; and other qualifications. If the Employer, in his sole discretion, determines that two (2) or more applicants are relatively equal considering the criteria for selection then seniority shall be the determining factor.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. When the Employer determines that a long-term layoff or position abolishment of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending

layoff/abolishment. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff/abolishment on bargaining unit employees.

Section 14.2. Affected employees shall receive notice of any long-term layoff (lasting six [6] days or more) or abolishment fourteen (14) calendar days prior to the effective date of the layoff or abolishment. Employees will be notified of the Employer's decision to implement any short term layoff (lasting five [5] days or less) seventy-two (72) hours prior to the effective day of the layoff. Notice of short term layoff is considered received when it is personally delivered to the employee, or when the Employer has called the employee's residence to notify the employee of layoff, or when the Employer has used any other reasonable means to notify the employee. Notice of long term layoff is considered received on the day it is personally delivered to the employee, or on the third day after it is sent by U.S mail to the employee's last address on file with the Employer. Without limiting the other provisions in this Agreement, the Employer may use designees to carry out his responsibilities under this Article.

When notifying employees of a layoff within the organization, the Employer may also notify an employee that the employee may be bumped, and in that case a notice of possible bumping sent within the timelines for layoff notices above will be a timely notice of layoff, even if the Employer has to confirm at a later date whether the employee has been bumped.

Section 14.3. Employees shall be laid off in inverse order of seniority within the classification groups. Classification groups are as follows:

<u>A</u>	<u>B</u>
Highway Worker 3	Auto Mechanic 3
Highway Worker 2	Auto Mechanic 2
Highway Worker 1	Auto Mechanic 1

No employee may bump into another classification group. An employee may only bump a less senior employee in his or her classification or in a lower classification within his classification group. Also, an employee may only bump another employee if the bumping employee possesses the necessary skills and abilities to perform the work, and if the employee exercising bumping rights notifies the Employer within five days of his or her receipt of a long term layoff notice (or notice of being bumped due to a long term layoff), or prior to the effective date of a short term layoff.

Notwithstanding any contrary bumping timelines above, the Employer may establish a paper lay-off process under which employees who are to be laid off or displaced may be required, before the date of their paper layoff, to preselect their options for bumping other employees.

An employee who bumps shall be paid 3% less of his or her current base hourly rate.

Section 14.4. Notice of recall from layoff shall be sent by certified mail, return receipt requested, to the last mailing address provided by the employee. An employee is eligible for recall for a period of two (2) years after the effective date of layoff.

An employee has recall rights by seniority during that two (2) year period to the classification from which he or she was laid off, or to any lower other classification within his or her

classification group, provided the employee possesses the skill and ability to perform the work of the position to be filled. The most senior employee eligible for the classification being filled by recall shall be offered recall before the next most senior eligible employee, and so on. An employee who accepts recall to a lower classification still retains his or her recall rights to higher classifications for which he or she is eligible during the balance of his or her two (2) year recall period.

Section 14.5. The provisions of this Article supersede all layoff, job abolishment and recall provisions in the Ohio Revised Code or Ohio Administrative Rules.

ARTICLE 15 **WORK RULES**

Section 15.1. The Union recognizes that the Employer or designee has the right to promulgate reasonable work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 15.2. Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the Union at least five (5) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, and if the work rule would represent a change to a mandatory subject of bargaining, the Employer and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement a proposed change.

Section 15.3. The Union may file a grievance if it believes a conflict exists between this agreement and any newly implemented rules, policies or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.

Section 15.4. If a change in work rules, policies or procedures is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

Section 15.5. Newly written work rules, policies or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

ARTICLE 16 **HEALTH AND SAFETY**

Section 16.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 16.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are

responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer. No employee shall be disciplined for filing a safety complaint.

Section 16.3. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 16.4. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH).

Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

Section 16.5. Employee exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

ARTICLE 17

COMMERCIAL DRIVER'S LICENSE

Section 17.1. Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment.

Section 17.2. Effective January 1, 1996, Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use and Testing" (49 CFR 382) as amended from time to time, shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug And Alcohol Testing Programs" (49 CFR Part 40) as amended from time to time.

Section 17.3. All drug/alcohol testing required by the rules specified in Section 17.2 shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

Section 17.4. In addition to the random drug and alcohol testing provided for above, any bargaining unit employee may be subject to drug/alcohol testing when a responsible supervisor determines that reasonable suspicion exists that the employee is impaired. Such testing shall be paid for by the Employer.

ARTICLE 18 **UNIFORMS AND EQUIPMENT**

Section 18.1. The Employer will provide work uniforms to all employees required to wear them. These uniforms will be provided through a uniform service which provides for cleaning and exchange.

Section 18.2. The Employer will provide rain gear and safety clothing and equipment.

Section 18.3. The Employer will provide a clothing allowance for the purchase of safety shoes/boots, jackets, coveralls or overalls through designated vendors. The allowance per employee will be \$600 for the duration of the agreement only 1/2 of which total amount may be spent in any one calendar year. Employees who join the bargaining unit during the term of the agreement will receive a prorated allowance of \$16.67 for each month from date of hire to expiration of the agreement. For purposes of this article, the calculation period for 2018-2020 started January 1, 2018 and will end December 31, 2020.

Section 18.4. Any specialized tools or equipment required to perform required duties will be supplied by the Employer.

ARTICLE 19 **HOURS OF WORK AND OVERTIME**

Section 19.1. The standard work week for employees shall consist of no more than forty (40) hours within a seven (7) day, one hundred sixty-eight (168) hour period. The normal work hours when working an eight (8) hour schedule shall be 7:00 am to 3:30 pm. Each work day is exclusive of a thirty (30) minute unpaid meal period, and inclusive of two (2) on-site fifteen (15) minute breaks. The foreman or crew leader will arrange for breaks at a convenient time.

Section 19.2. Employees required to actually work in excess of forty (40) hours in the work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for all such hours worked. Hours actually worked shall include holiday, vacation and compensatory time, but shall not include sick leave hours unless the employee presents a physician's statement covering the period of absence, or another explanation satisfactory to the employer.

Section 19.3. From December through mid-March, any employee may elect to accrue up to eighty (80) hours of compensatory time in lieu of overtime pay. Once an employee has accrued eighty (80) hours of compensatory time, all excess hours shall be paid. Compensatory time must be scheduled off prior to November 30 of each year, or it will be paid. An employee who leaves the employ of the Employer prior to November 30 shall be paid for accrued but unused compensatory time. Compensatory time off of less than two (2) days may be approved with two (2) days' notice, when scheduling permits. Scheduling of compensatory time of more than two

(2) days remains subject to the Employer's policies. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled comp time.

Section 19.4. An employee called out to work outside their regular work hours for work which does not abut their regular shift shall receive a minimum of two (2) hours pay at the appropriate rate. An employee who accepts a call-in but is sent home after reporting shall receive two (2) hours pay at the appropriate rate, except as provided in Section 19.5 below.

Section 19.5. Employees assigned to the Call-out (trouble) Truck shall receive four (4) hours of overtime credit for each week assigned. An employee who is on assignment to the Call-out Truck for the week and who is called out to work outside his regular work hours for work which does not abut his regular shift shall receive a minimum of two (2) hours of pay at the appropriate rate, as provided for in Section 19.4 above.

Section 19.6. To the extent practical, the Employer will rotate overtime opportunities among qualified employees.

Section 19.7. Employees shall be permitted a reasonable time for wash-up in any day before the meal period and before quitting time.

Section 19.8. The Employer has the option to adopt ten (10) hour work day schedules during late spring and summer, beginning prior to Memorial Day and ending around Labor Day. The start and stop date will be announced each year in April. The normal work hours when working a ten (10) hour schedule shall be 6:30 am to 5:00 pm. Employees on ten (10) hour work days will be assigned to work Monday through Thursday or Tuesday through Friday. In any week that a holiday is observed, all employees will revert to eight (8) hours days.

Section 19.9. The Employer reserves the right to change work schedules as needed; however, the Employer shall endeavor to give reasonable notice of schedule changes.

ARTICLE 20

WAGES AND COMPENSATION

Section 20.1. Base starting wage rates for bargaining unit positions as of September 1, 2023 are adjusted as follows effective the beginning of the pay period that includes September 1, 2023: [These are approximate rates rounded to 2 decimals but the amounts will be adjusted to the amounts calculated by the payroll system which might be 4 decimals.]

Highway Worker 1	\$21.50
Highway Worker 2	\$24.84
Highway Worker 3	\$28.98
Mechanic 2	\$27.49
Mechanic 3	\$29.76

Effective the beginning of the pay period that includes January 1, 2025, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%). Effective the beginning of the pay period that includes January 1, 2026, the starting rates above and the rates for all employees in the bargaining unit shall increase two percent (2%). No employee shall

be paid below the minimum rate for his or her classification, unless required by the Public Employee Retirement System provisions.

Section 20.2. Employees promoted to a higher level position shall receive not less than a three percent (3.0%) increase if the new base rate does not represent a three percent (3.0%) increase.

Section 20.3. The probationary period for a new hire Highway Worker 1 shall be one (1) year as provided in Article 8, and the minimum rate for Highway Worker 1 shall apply while he or she is in that probationary period. Upon successful completion of the probationary period, the employee shall become a Highway Worker 2 and shall be paid at the minimum rate for that classification.

Section 20.4. If an employee is promoted to Highway 3 and fails probation or is otherwise demoted from Highway 3 to Highway 2, he or she shall be paid at his or her old Highway 2 rate as adjusted to include any general increases that have occurred since his or her promotion.

ARTICLE 21 **INSURANCES**

Section 21.1. Health, hospitalization and supplemental benefits (dental, prescription drug, vision, and term life insurance) shall be provided to bargaining unit employees in the same manner including but not limited to the same available coverage, premium contributions, conditions, co-pays, etc., as they are provided to non-bargaining unit employees of the Board of County Commissioners.

Section 21.2. The Employer shall indemnify and defend any employee from actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 22 **VACATION**

Section 22.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

- A. One (1) year of service but less than eight (8) years completed;
Eighty (80) hours per year accumulated at 3.1 hours per pay period.
- B. Eight (8) years of service but less than fifteen (15) years completed;
One hundred twenty (120) hours per year accumulated at 4.6 hours per pay period.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed;
One hundred sixty (160) hours per year accumulated at 6.2 hours per pay period.
- D. Twenty-five (25) years or more of service completed;
Two hundred (200) hours per year accumulated at 7.7 hours per pay period.

Section 22.2. Vacation credit accrues while on vacation and paid leaves, including paid leaves. No vacation credit is earned while an employee is in no pay status. Eighty (80) hours of vacation is credited at the completion of one (1) year of service. Forty (40) hours of vacation credit is

added to the completion of eight (8), fifteen (15), and twenty-five (25) years of service, in addition to the increased rate of accrual.

Section 22.3. Vacation requests are honored based upon the operational needs of the Engineer's Office, which may limit the number and classifications of employees who may be off at any given time. During the month of February of each Agreement year, employees will be polled as to when they wish to use their vacation during that year. Seniority will be the determining factor where two (2) or more employees select the same time period and all requests cannot be honored. After March 1, vacation requests are honored strictly on a first come-first served basis. The approved vacation schedule will be posted by the end of March. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled vacation time.

Section 22.4. Vacations shall not be granted in increments of time that are less than one (1) full work day in length. Vacation requests other than those scheduled per Section 22.3 shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence, or at least 3 days in advance for a vacation of less than 1 week. In special circumstances, the Deputy of Operations or the Assistant Deputy of Operations may approve emergency vacation of less than one (1) work day in length and/or with less advance notice than listed above. The equivalent of two (2) vacation days may be used as personal days, and are not subject to the notification requirements and minimum duration requirements of this Section, but are subject to approval.

Section 22.5. An employee may, at any given time, accumulate only that amount of vacation which the employee can accrue over three (3) years. An employee who reaches three (3) times annual accrual will cease to accrue vacation until the balance is reduced.

Section 22.6. An employee with more than one (1) year of service who resigns or retires shall be paid for any earned but unused vacation.

ARTICLE 23 **HOLIDAYS**

Section 23.1. Bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Day after Thanksgiving
Christmas Day	December 25th

Section 23.2. If any of the aforementioned holidays fall on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the succeeding Monday.

Section 23.3. Holiday pay is equivalent to the length of the employees work day on the date the holiday is observed, not to exceed eight (8) hours. An employee who works on a holiday shall be paid at one and one-half (1½) times his regular hourly rate, in addition to the holiday pay.

Section 23.4. If a holiday provided for in Section 23.1 occurs while an employee is on vacation or sick leave, such leave time shall not be charged against the employee's vacation or sick leave balances.

Section 23.5. In addition to the holidays listed in Section 23.1, all employees will be granted a half day off on Christmas Eve. In the event employees are required to work on that day due to inclement weather, they will be given half a day of compensatory time to be taken at a later date.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Employees earn .0575 hours of sick leave for each hour in active pay status, unless the Employer establishes an alternative schedule of sick leave as required or permitted by the Ohio Revised Code for employees not in the bargaining unit, in which case, that alternative schedule shall apply to employees in the bargaining unit. Sick leave may be accumulated without limit. Sick leave use and notification procedures are included in the Personnel Policy Manual, which use and notification procedures shall be considered as included in this Agreement.

Section 24.2. An employee shall only be charged for sick time equal to the scheduled work day less all hours worked that day.

Section 24.3. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his own serious health condition;
2. To care for his spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption, or foster placement of a child.

The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply with the FMLA of 1993 as amended from time to time, and that the parties shall take such actions as to ensure compliance.

Section 24.4. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees hired before April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivisions of the state (as defined by the Ohio Revised Code).
- B. Eligible employees hired on or after April 3, 1985 shall be entitled to convert twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County Service.

However, an employee hired after January 1, 2007 will only be eligible for this sick leave conversion benefit if his or her separation from service with Warren County is a disability retirement or service retirement under the Public Employees Retirement System, and he or she must also have the ten (10) years of service with Warren County referenced in Section 24.4(B), above.

Section 24.5. Payment shall be based upon the employee's hourly rate of pay at the time of separation.

Section 24.6. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 24.7. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 24.8. Funeral Leave:

- A. Any employee may be granted usage of accrued sick leave, upon approval of the Engineer, for a maximum of five (5) consecutive days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent.
- B. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved by the Engineer or designee. Such additional time off shall be deducted from the employee's accumulated sick leave, in accordance with sections 24.8(B) and 24.8(C) herein.
- C. Any requests for funeral leave must be requested in accordance with the "Notification of Absence" policy contained in the Employer's Policy Manual.

- D. Part-time employees shall be eligible to use accrued sick leave in accordance with this policy and shall receive their regular rate of pay for such leave only for the days and the number of hours each day that the employee would normally have worked.

Section 24.9. Employees who do not use any unscheduled sick leave during the six (6) month period from November 1 thru April 30 shall be granted one (1) additional personal leave day with pay. Employees who do not use any unscheduled sick leave during the six (6) month period from May 1 thru October 31 shall be granted one (1) additional personal leave day with pay. Scheduled means: (1) scheduled in advance – not a call-off on the day sick leave begins; and (2) an employee must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 24.10. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 24.11. Employees that have earned the personal day during the November 1 – April 30 period must schedule and use it prior to the November 1 after it is earned. Personal leave not scheduled and used on or before that November 1 will be forfeited.

Employees that have earned the personal day during the May 1 – October 31 must schedule and use it only during the April 1 – October 31 period that immediately follows. Personal leave not scheduled and used on or before November 1 will be forfeited.

ARTICLE 25 LEAVES OF ABSENCE

Section 25.1. The Employer may grant a personal leave of absence for up to six (6) months upon request of an employee for any reason other than the seeking of outside employment.

Section 25.2. An employee summoned to jury duty at times coinciding with his regular work shift shall receive full pay for the time absent, and will be required to turn over any fees received (but not mileage or meal allowance) to the county.

Section 25.3. Military leave shall be granted in accordance with applicable state or federal law.

Section 25.4. Disability Leave, Disability Separation, and PERS Disability:

A physically or mentally incapacitated employee who has completed his probationary period may request an unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his written request for unpaid Disability Leave. The employee must also be:

- A. Hospitalized or institutionalized;

- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer, based upon acquired medical evidence, determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g. the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or takes a PERS Disability (disability benefits) shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

When an employee is ready to return to work from an unpaid disability leave, he shall furnish a statement by a physician releasing the employee as able to return to full time and full capacity duty. The Employer may require an employee to be examined by a licensed physician at the expense of the Employer as provided above. Employer required Disability Leave or Disability Separation may be appealed through the grievance and arbitration procedures.

PERS Disability: If an employee applies for PERS Disability and it is granted or the Employer submits the employee for PERS Disability and it is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave the employee shall be placed on PERS Disability accordingly.

Section 25.5. The Employer may place an individual who is unable to perform the essential duties of his or her position in another position that the Employer deems available and for which the employee is able to perform the essential functions; or alternatively, if no such position is available, the Employer may, at his sole discretion, may temporarily assign the employee to perform other duties for a period of time to be determined by the Employer.

ARTICLE 26
MISCELLANEOUS

Section 26.1. Drinking water will be provided to employees when working away from the garage. This water shall be in a sanitary container furnished by the Employer. The employees shall be responsible for maintaining the container in a sanitary condition, filling the container with water and returning the container at the end of the day.

Section 26.2. If three (3) or more pieces of moving equipment (classified as one-ton truck or larger and heavy equipment) are working, one (1) mechanic shall be on duty at the shop.

ARTICLE 27
NO STRIKE / NO LOCKOUT

Section 27.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 28
SAVINGS AND CONTRACT CONSTRUCTION CLAUSE

Section 28.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, those governing probationary employees and probationary periods, layoffs and job abolishments.

ARTICLE 29
INTEGRITY OF THE AGREEMENT

Section 29.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices and policies, either oral or written, are hereby canceled, except the existing written work rules and written policies of the Employer applicable to the bargaining unit.

ARTICLE 30
WAIVER IN EMERGENCY

Section 30.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 31
DURATION

Section 31.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, on September 1, 2023 and shall remain in effect through 11:59 p.m. August 31, 2026.

Section 31.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety calendar days prior to the expiration date of this Agreement. Such notice shall be as provided for by the rules of the Ohio State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the _____ day of _____, 2023.

FOR THE WARREN COUNTY
ENGINEER:

WARREN COUNTY HIGHWAY
EMPLOYEE'S ASSOCIATION/AFSCME,
OHIO COUNCIL 8, AFL-CIO:

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Mark Caddo
Staff Representative

Bobbi Apking
Administrative Assistant

Bargaining Team Member

Kurt Weber, P.E., P.S.
Chief Deputy Engineer

Bargaining Team Member

Mark Dawson
Deputy of Operations

Bargaining Team Member

ADDITIONAL SIGNATURES:

Tiffany Zindel
Warren County Administrator

Martin T. Russell
Deputy County Administrator

Keith W. Anderson
Assistant Prosecuting Attorney

Ryan Woodward, Clemans, Nelson & Assoc., Inc.
Management Consultant

APPENDIX A

Position	Base Starting Wage Rates		
	9/1/23	1/1/25	1/1/26
Highway Worker 1	21.50	21.93	22.37
Highway Worker 2	24.84	25.34	25.84
Highway Worker 3	28.98	29.56	30.15
Mechanic 2	27.49	28.04	28.60
Mechanic 3	29.76	30.36	30.96



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: **Elton Frauenknecht** DEPARTMENT: **Probate Juvenile Court**

*POSITION: **Bailiff** DATE: **9/07/2023**

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

- ASSOCIATION MEETING
- CONVENTION
- ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
- TRAINING MORE THAN 250 MILES

PURPOSE:

Bailiff Training

LOCATION:

Embassy Suites , Dublin, Ohio 43017

DATE(S): **10/26 & 10/27 2023**

TYPE OF TRAVEL: (Check one)

- AIRLINE
- STAFF CAR
- PRIVATE VEHICLE
- OTHER

LODGING: **Embassy Suites - Dublin, Ohio**

ESTIMATED COST OF TRIP: **\$600.00**

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] **08/07/2023**
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

RECEIVED OMB0008

SEP 7 1



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

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

MINUTES: Regular Session – September 5, 2023

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the August 29, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the August 24, 2023, and August 29, 2023, meeting were read and approved.

- 23-1114 A resolution was adopted to end temporary pay increase for Connor Davis and John Kendrick, Sewer Maintenance Foremen, within the Water and Sewer Department. Vote: Unanimous
- 23-1115 A resolution was adopted to approve the reclassification of Emily Harris from Administrative Clerk to Administrative Support within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-1116 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Steve Scott within the Warren County Building and Zoning Department. Vote: Unanimous
- 23-1117 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Angela Barnes within the Warren County Department of Job and Family Services, Human Services Division. Vote: Unanimous
- 23-1118 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Tamara May within Warren County Facilities Management. Vote: Unanimous

- 23-1119 A resolution was adopted to cancel regularly scheduled Commissioners' Meeting of Tuesday September 19, 2023. Vote: Unanimous
- 23-1120 A resolution was adopted to advertise for the Mason Morrow Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project. Vote: Unanimous
- 23-1121 A resolution was adopted to approve and authorize the President and/ or Vice-President of this Board to sign a subgrant award agreement on behalf of the Warren County Drug Task Force. Vote: Unanimous
- 23-1122 A resolution was adopted to declare an emergency and waive competitive bidding for the immediate replacement of a control module on the transfer switch at the Common Pleas Courts Building. Vote: Unanimous
- 23-1123 A resolution was adopted to approve emergency sodium hydroxide 25% delivery to Franklin Area Water Treatment Plant. Vote: Unanimous
- 23-1124 A resolution was adopted to enter into a water services agreement with the City of Springboro. Vote: Unanimous
- 23-1125 A resolution was adopted to issue request for qualifications for the procurement of professional engineering services for the design of three raw water production wells at the Middletown Junction Wellfield. Vote: Unanimous
- 23-1126 A resolution was adopted to certify delinquent water and// or sewer accounts – Warren County Water and Sewer Department. Vote: Unanimous
- 23-1127 A resolution was adopted to approve addenda to agreement with City of Refuge DBA One Way Farm relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 23-1128 A resolution was adopted to declare various items from Juvenile, Telecom, and Water Departments as surplus and authorize the disposal of said items through internet auction. Vote: Unanimous
- 23-1129 A resolution was adopted to authorize acceptance of quote for renewal of planned maintenance agreement with Buckeye Power Sales Co. Inc. on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-1130 A resolution was adopted to acknowledge approval of financial transactions. Vote: Unanimous
- 23-1131 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous

- 23-1132 A resolution was adopted to approve a street and appurtenances bond release for Sawyer's Mill Project I, LLC for completion of improvements for Sawyer's Mill, Section One (Cincinnati- Dayton Road / Dixie Highway Improvements), situated in Franklin Township. Vote: Unanimous
- 23-1133 A resolution was adopted to approve various record plats. Vote: Unanimous
- 23-1134 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Common Pleas Court Fund #11011223. Vote: Unanimous
- 23-1135 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Sheriff's Office Fund #11012210. Vote: Unanimous
- 23-1136 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Emergency services Fund #11012850. Vote: Unanimous
- 23-1137 A resolution was adopted to approve an appropriation adjustment within Prosecutor Fund #11011150. Vote: Unanimous
- 23-1138 A resolution was adopted to approve an appropriation adjustment within Prosecutor Fund #11011150. Vote: Unanimous
- 23-1139 A resolution was adopted to approve an appropriation adjustment within Prosecutor Fund #11011150. Vote: Unanimous
- 23-1140 A resolution was adopted to approve an appropriation adjustment within Domestic Relations Court Fund #11011230. Vote: Unanimous
- 23-1141 A resolution was adopted to approve appropriation adjustments within the Clerk of Courts General Funds #11011260 and #11011282. Vote: Unanimous
- 23-1142 A resolution was adopted to approve appropriation adjustment within County Court Clerk Computer ORC 1907.261 B Fund #2275. Vote: Unanimous
- 23-1143 A resolution was adopted to approve appropriation adjustment within the Information Technology Department Fund #11011400. Vote: Unanimous
- 23-1144 A resolution was adopted to approve appropriation adjustment within the Information Technology Department Fund #11011400. Vote: Unanimous
- 23-1145 A resolution was adopted to approve appropriation adjustments from Sheriff's Office Fund #11012210 into #11012200. Vote: Unanimous

- 23-1146 A resolution was adopted to approve appropriation adjustments within Sheriff's Office Fund #6630. Vote: Unanimous
- 23-1147 A resolution was adopted to approve appropriation adjustment within Juvenile Court Fund #11011240. Vote: Unanimous
- 23-1148 A resolution was adopted to approve appropriation adjustment within Telecommunications Department Fund #11012810. Vote: Unanimous
- 23-1149 A resolution was adopted to approve appropriation adjustment within the Water Revenue Fund No. 5510. Vote: Unanimous
- 23-1150 A resolution was adopted to approve appropriation adjustment within the Water Revenue Fund No. 5510. Vote: Unanimous
- 23-1151 A resolution was adopted to approve appropriation adjustment within the Sewer Revenue Fund No. 5580. Vote: Unanimous
- 23-1152 A resolution was adopted to approve appropriation adjustment within the Sewer Revenue Fund No. 5580. Vote: Unanimous
- 23-1153 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-1154 A resolution was adopted to approve the 2024 Solid Waste Management Plan of the Warren County Solid Waste Management District. Vote: Unanimous
- 23-1155 A resolution was adopted to indicate intent to issue hospital facilities improvement revenue bonds for the purpose of financing, refinancing, or reimbursing costs of acquiring, constructing, improving, renovating, and/ or furnishing an existing assisted living and assisted living memory care community within the county of Warren, Ohio. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Susanne Mason, Warren County Grants Administration Program Manager, was present for a work session to present the Warren County Solid Waste Management Plan Five Year Update.

Mrs. Mason presented the attached PowerPoint presentation reviewing the programs associated with the plan including curbside recycling, education, litter pickup, paint and Styrofoam recycling sheds, electronic recycling, Christmas light recycling and tire amnesty day.

Upon discussion, the Board resolved (Resolution #23-1154) to approve the 2024 Solid Waste Management Plan of the Warren County Solid Waste Management District.

Tammy Whitaker, Benefit/Risk Manager, was present along with representatives from Horan Associates and Delta Dental for a work session to discuss concerns relative to the current dental benefits.

Allison Ruehlmann, Horan Associates Account Manager, provided background information on Dental Care Plus as well as the change in 2022 to the PPO Network.

The Board discussed their concern with the limited number of providers within the network inside of Warren County.

Rebecca Hetzer, Delta Dental, was present along with a representative from Sunlife Company, discussed the corporate changes made within Delta Dental as well as the outreach they are engaging to recruit dentists back into the network.

Upon discussion, the Board stated they will evaluate their options during the renewal process.

Josh Grossman, Dinsmore, was present along with Brian Kraus, CFO of Colonial Senior Services, requesting the Board's consideration to serve as the issuer of a hospital facility improvement revenue bond for Colonial Senior Services which is purchasing an existing senior living facility located on Merten Drive in the City of Mason.

Mr. Grossman explained that Colonial Senior Services is purchasing the 101 unit assisted living facility and stated that Warren County has no financial obligation and would only serve as a conduit for the financing.

Michael Dean, Warren County's bond council at Dinsmore, reiterated Warren County will have no legal or financial obligations to this project.

Upon further discussion, the Board resolved (Resolution #23-1155) to indicate intent to issue hospital facilities improvement revenue bonds for the purpose of financing, refinancing, or

reimbursing costs of acquiring, constructing, improving, renovating, and/ or furnishing an existing assisted living and assisted living memory care community within the County of Warren, Ohio.

On motion, upon unanimous call of the roll, the Board entered executive session at 9:55 a.m. to discuss pending litigation with legal counsel present pursuant to Ohio Revised Code 121.22 (G)(3) and invited the opposing party into their discussion, and to discuss personnel matters relative to hiring within the Commissioners' Office pursuant to Ohio Revised Code Section 121.22 (G)(1) and exited at 12:56 p.m.

Upon motion the meeting was adjourned.

Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on September 5, 2023, in compliance with Section 121.22 O.R.C.

Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

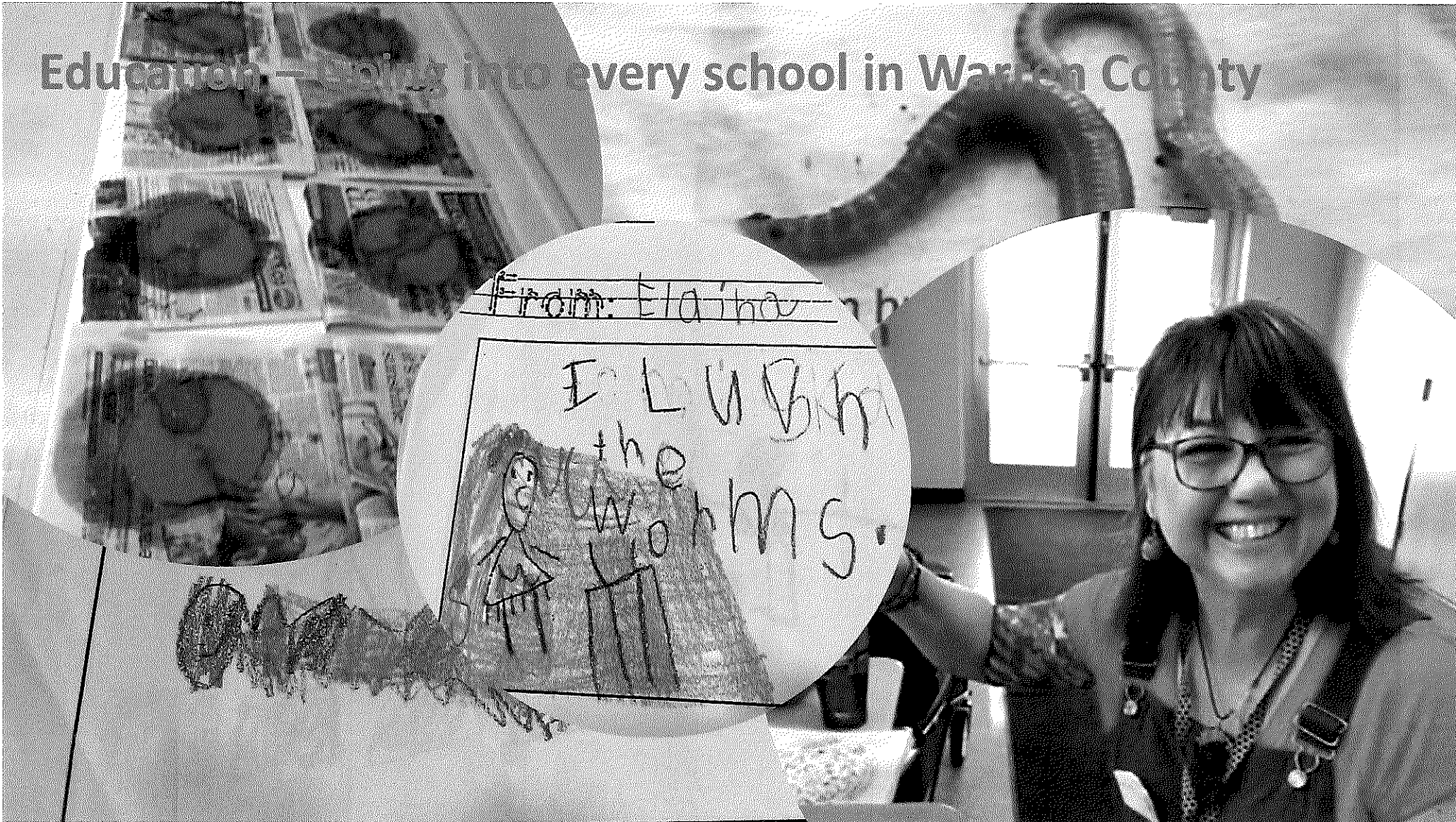
A large, stylized recycling symbol (Mobius loop) is centered in the background. It consists of three chasing arrows forming a continuous loop, rendered in a dark gray color with a slight 3D effect.

WARREN COUNTY
SOLID WASTE MANAGEMENT DISTRICT

Last year, Warren County diverted 23,000 tons of material from the landfill through the curbside recycling program.

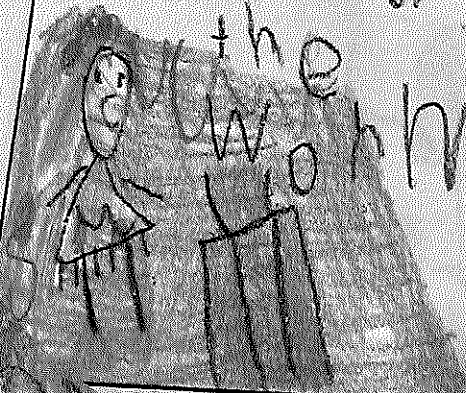


Education — going into every school in Warren County



From: Elaine

I Love the Womms.





**108 inmates/community service workers
served in the litter program in 2022.**



Collected 5,000 bags of litter from Warren County Roads last year



**Warren County diverted
13,618 cans of paint to
Matthew 25 Ministries in
2022.**



Next Electronic
Recycling &
Paper Shred Event is
Saturday,
October 14, 2023








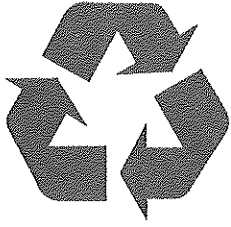
Christmas Light Recycling

Drop off strands of lights (broken or working) at any of the following locations:

- Warren County Admin Building, 406 Justice Drive, Lebanon
- Landon Deerfield Park, near concessions stand
- Armco Park, at main entrance

Sponsored by Warren County Solid Waste Management District
Questions: 513-895-1209
Special Thanks to Warren County Parks District and Colwell Recycling.





WARREN COUNTY

SOLID WASTE MANAGEMENT DISTRICT

Commissioner Shannon Jones
Commissioner Tom Grossmann
Commissioner David Young
Warren County
406 Justice Drive
Lebanon, OH 45036

July 31, 2023

Dear County Commissioners:

I am pleased to announce that the Warren County Solid Waste Policy Committee is in the final stages of updating our Solid Waste Plan as mandated by the State of Ohio (ORC §3734.56) covering a planning period of fifteen years. In October 2021 the policy committee began work on the plan by evaluating all programs provided by the District and offering insights to best meet the solid waste and recycling needs of Warren County, while ensuring compliance with the state goals required by the Ohio EPA.

HISTORY:

In November 2022 the District completed a draft of the plan, which was submitted to the Ohio EPA. A non-binding advisory opinion was received from the Ohio EPA January 17, 2023. After addressing Ohio EPA's comments, the District held a 30-day public comment period, followed by a public hearing on July 6, 2023. Now we are at the point in the process where we will be seeking ratification from our political subdivisions. For this plan update, we are required to obtain a 60% approval rate (based on population figures) from the townships, villages, and city within our district.

RATIFICATION:

The 90-day ratification period for this plan will begin on August 1st and close on October 30th of this year. For the District to receive ratification status required by the State of Ohio, 60% of the political subdivisions must review the plan and pass a resolution or ordinance declaring said approval. For your convenience, sample resolutions and ordinances are included in this packet. It should be noted that failure to act during the 90-day ratification period will result in an automatic "no" vote from your jurisdiction, which could prevent plan ratification. (Should the District fail to receive an approved plan, the Ohio EPA may write and impose a state-issued plan for the District, thus removing any local control or input into programs required of communities with the District.)

To provide sufficient funding to implement the required programs outlined in this plan, the District is authorized to assess generation fees, which are fees that Ohio waste haulers must remit to solid waste districts in support of recycling and waste reduction programs required for plan implementation. The current rate is \$0.50



per ton, and with approval of this plan update, that rate is not anticipated to increase prior to the next plan-writing cycle. (It should be noted that these generation fees are NOT taxes levied against local residents, but rather are monies remitted by waste haulers in support of required recycling and waste reduction programming.)

In order for the District to receive an approved plan, we need the help of our political subdivisions. During the 90-day ratification period (from August 1st through October 30th, 2023, we are asking that your local officials assist us by doing the following:

- ☑ Review the Solid Waste Management Plan at the District's website: www.co.warren.oh.us/solidwaste
- ☑ After review of the plan, please pass a resolution or ordinance granting the approval of your township/village/city.
- ☑ Forward a copy of that resolution or ordinance to the Solid Waste Management District for inclusion in the plan.

Obtaining an approved plan will allow our District to maintain compliance with state laws and continue offering the local programs and services Warren County residents and businesses have come to appreciate and expect.

PLAN PACKET:

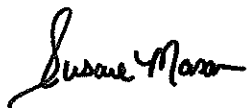
Included in this Plan Packet are the following items:

- 1) **At the District's Website, www.co.warren.oh.us/solidwaste, entire copy of the Solid Waste Management Plan** – The website includes a link to a PDF version of the plan for your use when approving the plan.
- 2) **Paper-copy of the Executive Summary** – Because the entire Solid Waste Plan is very comprehensive, the Executive Summary provides an overview of the most significant data and programs contained in the plan.
- 3) **Sample resolutions/ordinances for your use in approving the plan** – As mentioned above, electronic versions of these documents are also available by reaching out to the District's Coordinator at Susanne.mason@co.warren.oh.us.

On behalf of the Warren County Solid Waste Management District and Policy Committee, I would like to thank you in advance for your assistance in obtaining an approved solid waste plan for our district. Should you have any questions or would like to request a hardcopy of the plan in its entirety, please do not hesitate to contact me or any other member of our department at (513) 695-1210. You may also email me your questions or copy of your passed resolution/ordinance at the following address: Susanne.mason@co.warren.oh.us.

We look forward to hearing from you soon as we continue to offer recycling and waste reduction opportunities to the residents and businesses of Warren County.

Sincerely,



Director



APPROVE THE 2024 SOLID WASTE MANAGEMENT PLAN OF THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT

WHEREAS, the Warren County Solid Waste Management District, by its Solid Waste Management Policy Committee, has adopted a Solid Waste Management Plan for the District; and

WHEREAS, pursuant to the Ohio Revised Code Section 3734.55, the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the District, must approve or disapprove the Plan by ordinance or resolution; and

WHEREAS, the Board of County Commissioners, Warren County, Ohio has reviewed the Plan and considered it at the duly called meeting; and

WHEREAS, the Plan furthers the public interest; and

NOW THEREFORE BE IT RESOLVED, that the 2024 Solid Waste Management Plan of the Warren County Solid Waste Management District, adopted by the Solid Waste Management District Policy Committee on July 17, 2023, is hereby approved;

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

M
M
M

Resolution adopted this ____ day of August 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc: Solid Waste (file)

WARREN COUNTY SOLID WASTEMENT MANAGEMENT DISTRICT 2024-2038 SOLID WASTE MANAGEMENT DISTRICT PLAN UPDATE

As a result of House Bill 592, each Ohio county is required to establish or join other counties to form a solid waste management district. There are 52 solid waste districts in Ohio. Warren Solid Waste Management District (District) is in compliance with regulations and goals set by the Ohio Environmental Protection Agency (Ohio EPA). Ohio EPA requires that ten waste reduction strategies be implemented that will enable the District to meet the goals established in the 2020 State Plan.

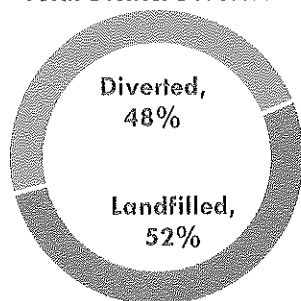
Ohio EPA Goal: The SWMD shall provide access to recycling opportunities to 80% of its residential population in each county and ensure that commercial generators have access to adequate recycling opportunities.

The District's integrated solid waste management system relies heavily on neighboring districts for landfill, transfer facility, and recycling processing infrastructure. The District operates in an open market system, which means customers have a choice of any waste hauler because the system is open to competition. Eleven of the municipal and village political jurisdictions procure one contractor, a single source, to provide specified collection services for their single-family residents. The remaining political jurisdictions operate with individual contracts or private subscriptions, a system where residents contract directly with the hauler of their choice.



Recycling Curbside Service Type
 ■ Non-Subscription Curbside
 ■ Subscription Curbside

Total District Diversion



Recycling activities of commercial and industrial sector businesses were managed by private service providers. Businesses contact available service providers directly for collection and recycling services. Residential recycling activities were also collected and processed by private service providers. The residential recycling infrastructure includes curbside programs and four drop-off locations throughout the

Landfill Capacity: The District does not direct where its wastes are to be taken, waste haulers are able to take the wastes to a licensed sanitary landfill either inside or outside the State of Ohio. There is approx. 23 years left of the Rumpke Sanitary Landfill where over 90% of the Warren County's waste is taken.

Planning: Residential recycling programs provide adequate infrastructure and performance. Maintaining countywide curbside recycling is a high support and priority item for the Policy Committee. The District will continue to support the residential curbside infrastructure with Performance Obligation Agreements and to demonstrate compliance with State Plan Goal #1 Access. Contract assistance will be offered to ensure jurisdiction residents have best services at competitive prices. The District will also explore untapped opportunities such as: participation, incentives, multi-family units, outreach and education, monitoring, and resident perception of costs. The residential/commercial waste reduction rate is projected to hold at 21 percent. Future waste will continue to be managed through methods of recycling, composting and disposal.

Revenue and Investment: The District uses generation fees, local funding from the County Courts, and the District's Reserve Fund for implementation of the Plan. The generation fee is \$0.50 per ton on solid waste generated in Warren County and disposed at transfer facilities or landfills located in Ohio. In comparison to regional solid waste management districts, the District has the lowest per capita revenues and expenses. Funding from County Courts reinforces the Litter Collection Program and uses court directed people that are required to perform community service work as part of a judgment (The Courts provide the District with \$30,000 per year for this activity). The District Reserve Fund was generated over time and came from the Tier Fees charged at Bigfoot Run Sanitary Landfill when it was operating.

Plan implementation expenses are projected to average \$205,000 annually over the 15-year planning period, while revenues are projected to average \$140,000 annually. This deficit in spending will continue to draw down the District's Reserve Fund.

2018 PLAN AND 2024 PLAN COMPARISON

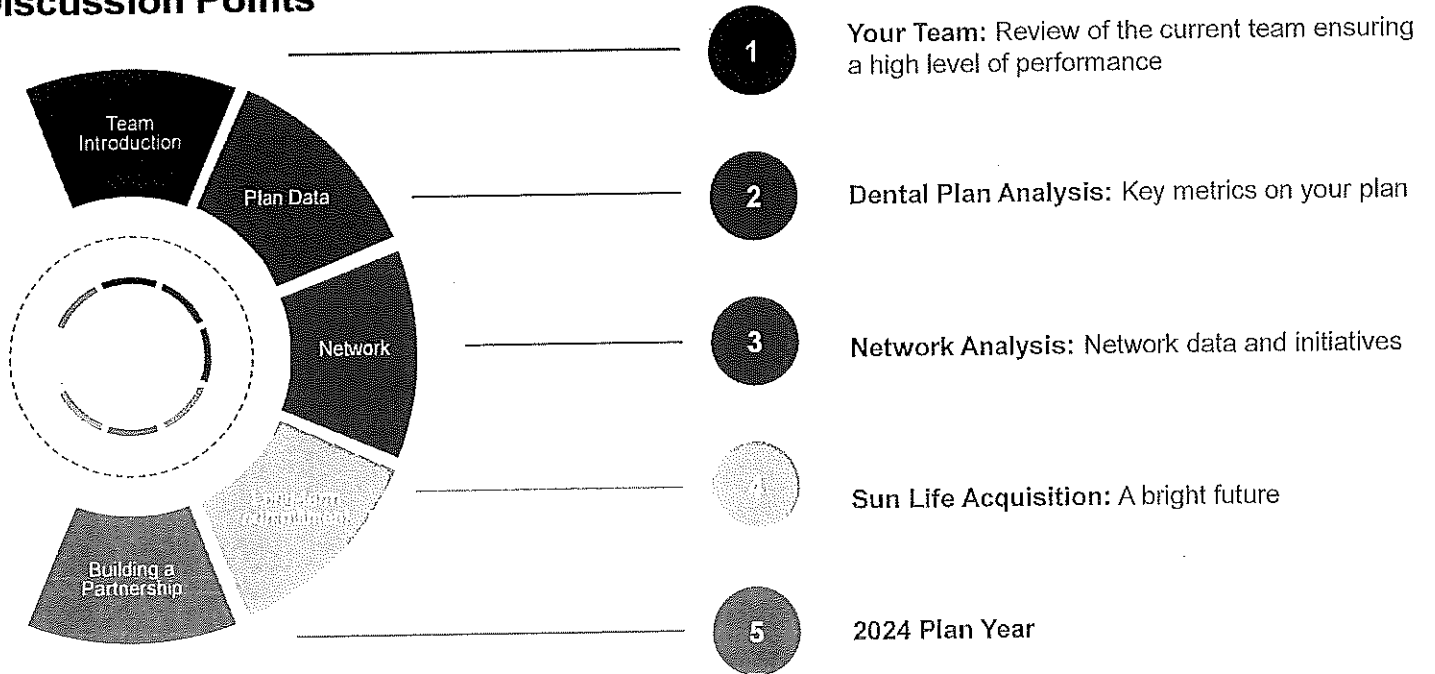
	2018 Plan	2024 Plan
Residential/Commercial Recycling Rate	20%	21%
Industrial Recycling Rate	73%	91%
Demonstration of 80% of Population with Access to Recycling	✓	✓
Generation Fee Funding	\$0.50 per ton	\$0.50 per ton
Available Disposal Capacity for Plan Period	Yes	Yes
Designation	Precludes facility designations	Precludes facility designations
Rules	Maintains established rules. No proposed rules.	Maintains established rules. No proposed rules.
Programs		
Curbside option for single-family housing	All 24 jurisdictions 1 in Deerfield Township	All 24 jurisdictions 1 in Deerfield Township
Drop-off Stations	1 in Mason 2 in Lebanon	1 in Mason 2 in Lebanon
Private paper collection and drop-offs	✓	✓
Solid Waste and Recycling Assessments	✓	✓
Waste Exchange	✓	✓
Electronics Collection	Annual event	Annual event
HHW Information	✓	✓
HHW Management Strategy	Ascertain resident and stakeholder engagement and explore outlets for HHW.	Ascertain resident and stakeholder engagement and explore outlets for HHW.
Lead-Acid Battery Information	✓	✓
Scrap Tire Disposal Information	✓	✓
Yard Waste Composting Programs	✓	✓
Food Waste Management	Add information to Website	Add information to Website
District Webpage	Add a business content page; Link jurisdiction webpages; develop a common suite of messaging materials	Business content page; Link jurisdiction webpages; Recycling Outlets page
Resource Guide	✓	✓
Education Provider	✓	✓
Outreach and Marketing Plan	Specific strategies of outreach to residential, commercial, industrial, political leaders, and schools.	Specific strategies of outreach to residential, commercial, industrial, political leaders, and schools.
Recycling Incentive Mini Grants	\$250 grant to schools, scouts and non-profits for composting and recycling projects	\$1,000 (updated in 2023) grant to schools, scouts and non-profits for composting and recycling projects
Commercial and Industrial Surveying	✓	✓
Curbside Recycling Monitoring Plan	✓	✓
Performance Obligation Agreements	✓	✓
Roadside Litter Collection Program	Scheduled to purchase trucks	Scheduled to purchase trucks

WARREN COUNTY COMMISSIONERS 2023

September 5, 2023

The Dental Care
PLUS GROUP
a Sun Life company

Discussion Points



INTRODUCING YOUR LOCAL TEAM

Proprietary and Confidential

**The Dental Care
PLUS GROUP**
a Sun Life company

YOUR DEDICATED TEAM



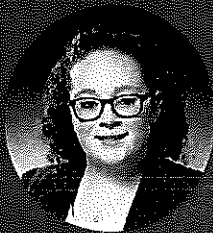
Jennifer Agnello
AVP,
Commercial Market



Rebecca Hetzer
Executive Director,
Established Business



Jim Hamrick
Executive Director,
Established Business



Monica Himes
Service
Representative



Kristin Mock
Established Business
Specialist

The Dental Care
PLUS GROUP
a Sun Life company

PLAN ANALYSIS

The Dental Care
PLUS GROUP
a Sun Life company

Warren County Commissioners Dental Plan

PPO PLAN	In/Out Network
Annual Maximum	\$1,500 per member
Deductible	\$50 In / \$50 Out (per Member)
Ortho Lifetime Maximum	\$2,400*

Covered Dental Services	Deductible Applied	Plan Pays
		In/Out Network
Preventive Benefits	No	100/100%
Basic Benefits	Yes	80/80%
Major Benefits	Yes	50/50%
Orthodontic Benefits	No	60/60%

**Limited to eligible dependent children under 19
Endodontic Services are covered as Basic Benefits.
Periodontic Services are covered as Basic Benefits.
Implants are covered as Major Benefits.
Dependent children are eligible for coverage until age 26.*

**ASO Admin
Fee \$3.00**

**Recommended
Funding Rates**
EE \$28.78
FAM \$71.94

The Dental Care
PLUS GROUP
a Sun Life company

Annual Maximum Analysis

Members who:	2022		YTD 2023	
	Count	% of Total Membership	Count	% of Total Membership
Reached \$1,500 Annual Maximum	N/A	N/A	20	1%
Utilized between \$1,499 – \$1,000	106	5%	41	2%
Utilized between \$999 - \$750	71	3%	37	2%
Utilized between \$749 - \$500	122	6%	74	4%
Utilized between \$499 - \$1	987	48%	914	43%

Members who:	2022		YTD 2023	
	Count	% of Total Membership	Count	% of Total Membership
Reached \$50 Annual Deductible	472	23%	317	15%

NOTE: 2023 data as of July 2023

The Dental Care
PLUS GROUP
a Sun Life company

DCPG Contractual Strengths and Member Impact

Our contractual advantages help manage out-of-pocket expenses

- **No waiting periods for newly enrolled group members**
 - For the 2022 plan year, 630 of members had a non-preventive claim
- **Fourth Quarter Deductible Carryover**
 - 98 of the members satisfied the deductible in October, November or December of 2022 and had the deductible waived for the following plan year
- **Composite Restorations**
 - 272 of members received a composite filling on a posterior tooth (or teeth) resulting in an average savings of \$160 per member



The Dental Care
PLUS GROUP
a Sun Life company

Utilization – Routine Prophylaxis

56%

WCC members that received a routine cleaning in 2021

56%

WCC members that received a routine cleaning in 2022

62%

DCPG members received a routine cleaning annually

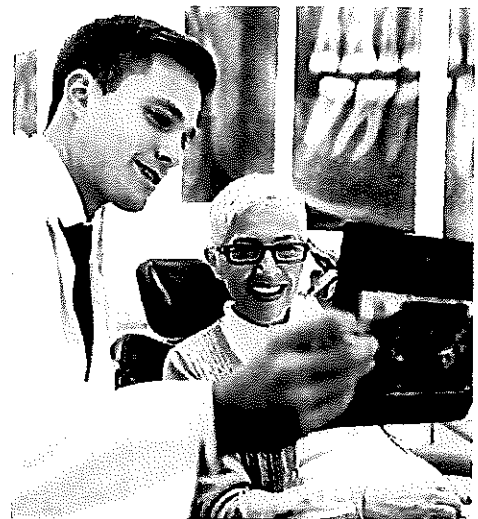


NETWORK ANALYSIS

Disruption Report

Service Period: 7-1-22 to 6-30-23

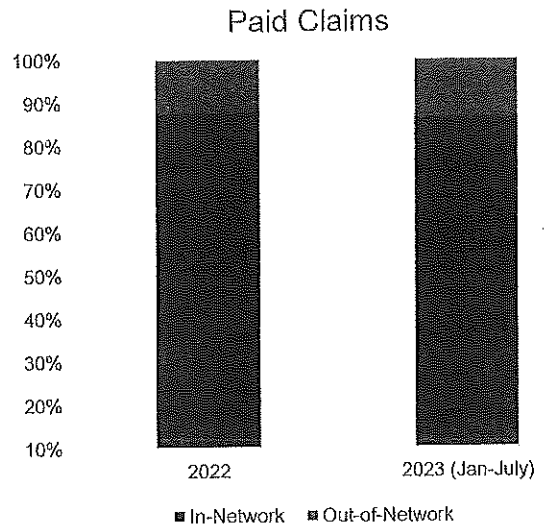
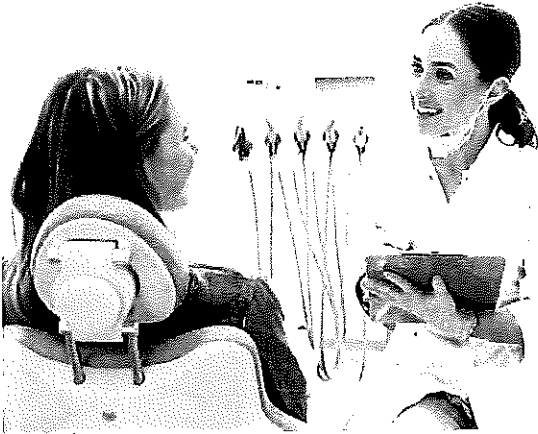
	In-Network	Total
Distinct Subscribers	623	664
% Participating	93.8%	
Distinct Members	1,119	1,212
% Participating	92.3%	
Total Services	7,467	8,146
% Participating	82%	



*Data accurate as of 8/2023

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PLUS GROUP
a Sun Life company

Paid Claims View- By Year in-network vs OON utilization

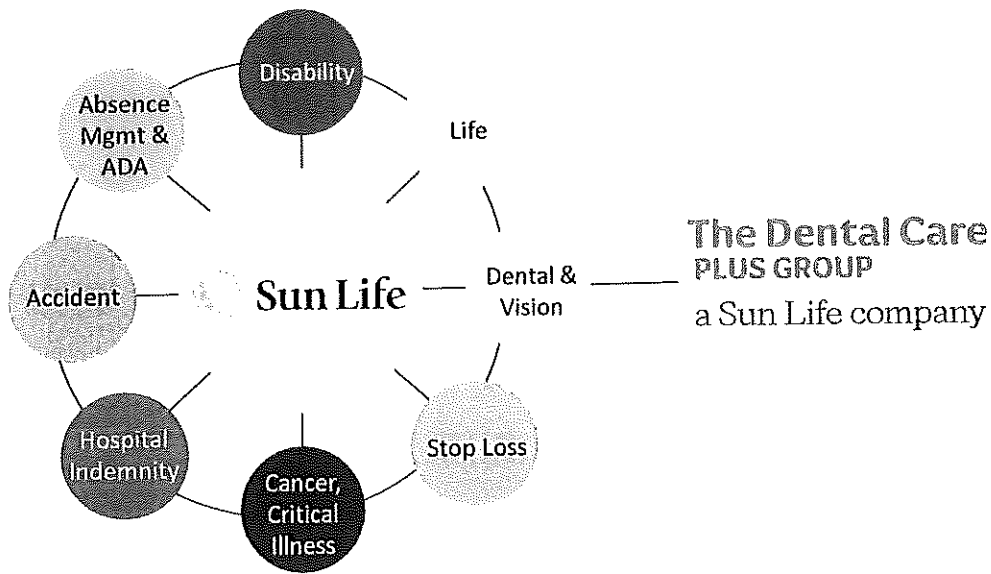


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SUNLIFE

**The Dental Care
PLUS GROUP**
a Sun Life company

Multi-segment capabilities create true single- access opportunity from *ONE partner*



50 million members across all Sun Life products¹

34 million dental & vision members across all lines of business¹

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¹ Rankings compiled by DentaQuest and Sun Life based on internal and publicly listed data.

Dental Care Plus – Better Together with Sun Life

Sun Life offers **one of the largest dental networks** in the nation

A focus on the *right* dentists

- We focus our recruiting on the dentists that members see today
- Team of dedicated dental recruiters that work to add requested providers to our network

130,000+ unique providers¹

- Quality network – initial credentialing of dentists and re-credentialing at least every 3 years
- Sun Life owns the dental network and the brand
- Dental Health Alliance, LLC² – proprietary, owned network

Our goal is not only to have one of the largest dental networks in the country but to have the right dentists for our clients.



**The Dental Care
PLUS GROUP**
a Sun Life company

Satisfied providers translates to happier members

Provider win back campaign

Joint DCPG and Sun Life Provider Relations representatives team up for face-to-face meetings

Fee initiatives

Targeted adjustments to support network growth

Provider centric plan features

Preventive Waiver, Tele-dentistry, Adult Flouride, Rollover Maximum

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Let us optimize the dental network

Dental Network Optimization Program

100+ employee groups are assigned a dental network manager.

An analysis identifies employees' current dentists who are not part of our network.

Dental recruiters will contact those dentists and ask them to become an in-network provider.

Employers will receive monthly updates on recruitment.

Targeted efforts continue for 90 days or until we've attempted to recruit all of the desired providers.

Available for both PPO and Prepaid dental groups.

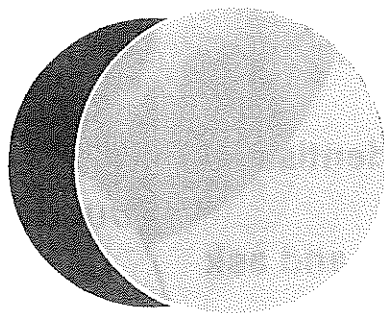


Our dental recruiters are in the field meeting with providers... not just calling from behind a desk.

DCPG Dental Network

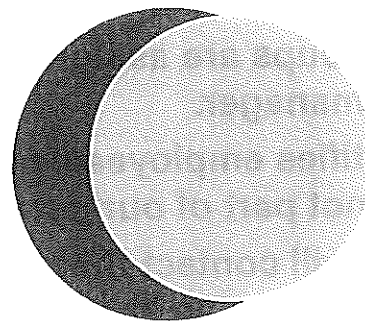
Source: Zelis Network 360

Ohio



Network	Total
DCPG	2,738
Sun Life	3,473
Overlap	2,250

DCPG Core Counties



Network	Total
DCPG	766
Sun Life	630
Overlap	469

The Dental Care
PLUS GROUP
a Sun Life company

LOOKING FORWARD

The Dental Care
PLUS GROUP
a Sun Life company

Alternate plan design options

Optional plan enhancements	Solves for...	Funding Rate impact
Usual & Customary (U&C) at DCP 800	Less balance billing potential for out-of-network services.	+2%
Usual & Customary (U&C) at DCP 900	Less balance billing potential for out-of-network services.	+4%
Usual & Customary (U&C) at 90 th percentile	Less balance billing potential for out-of-network services.	+6%
Preventive Waiver	Extends the plan benefit	1%

These options can be applied now or in the future.

In-Network vs Out-Of-Network

Sample of a PPO preventive claim

When You visit a:	In-Network Provider	Current OON Provider Match	Option 1 OON Provider 800	Option 2 OON Provider 900	Option 3 OON Provider 90 th UCR
Visit Charged by Dentist	\$236.00	\$236.00	\$236.00	\$236.00	\$236.00
Exam	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
Cleaning	\$101.00	\$101.00	\$101.00	\$101.00	\$101.00
Bitewing X-rays	\$76.00	\$76.00	\$76.00	\$76.00	\$76.00
Fee DCPG/SL Will Pay Dentist	\$137.28	\$137.28	\$174.84	\$198.68	\$236.00
Exam	\$34.32	\$34.32	\$44.04	\$50.05	\$59.00
Cleaning	\$60.32	\$60.32	\$76.08	\$86.45	\$101.00
Bitewing X-rays	\$42.64	\$42.64	\$54.72	\$62.18	\$76.00
Member Co-insurance Percentage	0%	0%	0%	0%	0%
Patient Pays	\$0.00	\$0.72	\$0.16	\$37.32	\$0.00
Remaining Benefit Maximum (\$1,500 basis)	\$1,362.72	\$1,362.72	\$1,325.16	\$1,301.32	\$1,264.00

(1) 2022 Sample fees for zip code 452--.

(2) Actual out-of-pocket exposure will vary from code to code and from dentist to dentist, depending upon the dentist's full billed charges and member benefits. The amount of increase varies based on full amount billed by provider.

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PLUS GROUP**
a Sun Life company

In-Network vs Out-Of-Network – With Preventive Waiver

Sample of a PPO preventive claim

When You visit a:	In-Network Provider	Current OON Provider Match	Option OON Provider 90 th UCR
Visit Charged by Dentist	\$236.00	\$236.00	\$236.00
Exam	\$59.00	\$59.00	\$59.00
Cleaning	\$101.00	\$101.00	\$101.00
Bitewing X-rays	\$76.00	\$76.00	\$76.00
Fee DCPG/SL Will Pay Dentist	\$137.28	\$137.28	\$236.00
Exam	\$34.32	\$34.32	\$59.00
Cleaning	\$60.32	\$60.32	\$101.00
Bitewing X-rays	\$42.64	\$42.64	\$76.00
Member Co-insurance Percentage	0%	0%	0%
Patient Pays	\$0.00	\$0.72	\$0.00
Remaining Benefit Maximum (\$1,500 basis)	\$1,500	\$1,500	\$1,500

Preventive Waiver Maximizes Your Benefits!

(1) Sample fees for zip code 452--.

(2) Actual out-of-pocket exposure will vary from code to code and from dentist to dentist, depending upon the dentist's full billed charges and member benefits.

* The amount of increase varies based on full amount billed by provider.

The Dental Care
PLUS GROUP
a Sun Life company

Our Offer and Performance Guarantees for 2024

Last year, DCPG saved Warren County and your members over \$380K off of billed charges with our strong network and provider contracts

- Hold the ASO Fee
- Extend the performance guarantees for another year

Category	Performance Standard	Target	Timeframe	Measurement	At Risk
PPO Network Management	Network Retention	A minimum of 91% of the overall covered billed claims amount for the group will be paid on in-network services.	Annually	Percentage	3%
Claim Quality	Procedural Accuracy and Claim Turn Around Time	95% of all claims will be accurately adjudicated (accepted in full, accepted in part, or denied) within 15 business days after our receipt of a complete and accurate claim form, including any required attachments. 98% of all claims will be accurately adjudicated (accepted in full, accepted in part, or denied) within 30 business days after our receipt of a complete and accurate claim form, including any required attachments. This is measured as an aggregate across the DCPG book of business.	Annually	Percentage	3%
Customer Service	Average Speed to Answer	The Average Speed to Answer (ASA) will not exceed 30 seconds. This is measured as an aggregate across the DCPG book of business.	Annually	Pass/Fail	3%

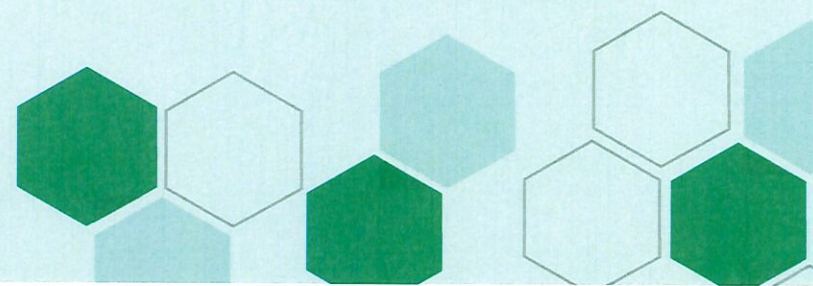
The Dental Care
PLUS GROUP
a Sun Life company

THANK YOU!



Warren County

Assessment of Fair Housing



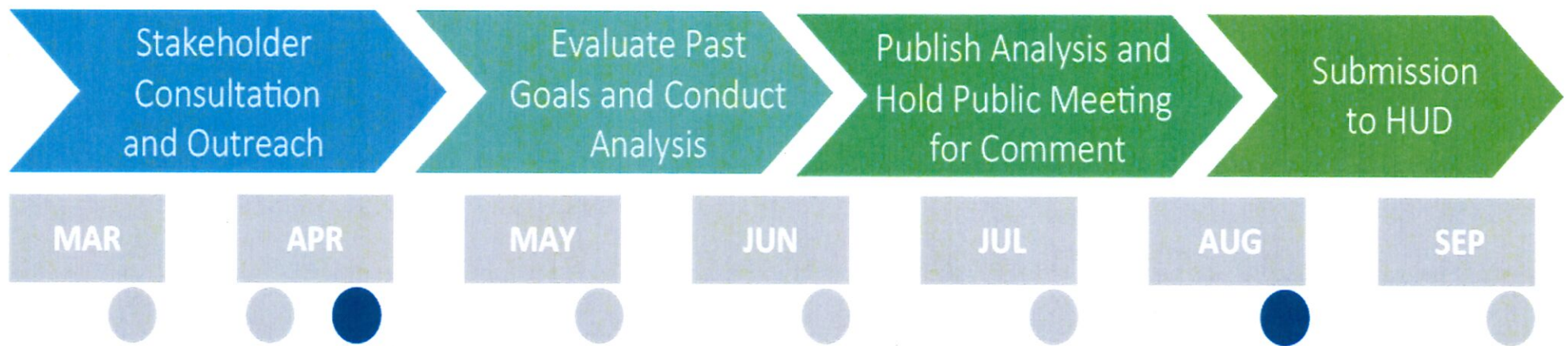


Step 1 | BOCC Resolution

Step 2 | Include in Consolidated Plan



Process Timeline



- ✓ 9 Focus Groups
- ✓ 2 Public Meetings

● Community Meetings ● Organization & Stakeholder Meetings

- **Public Process Outlined in HUD Manual**

CIVIL RIGHTS ACT OF 1968

FAIR HOUSING ACT

Prohibits discrimination in housing-related activities based on race, color, religion, sex, national origin, familial status, and disability.

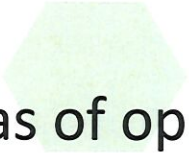


The Ohio Fair Housing Act includes military status and ancestry.

AFH REQUIREMENTS



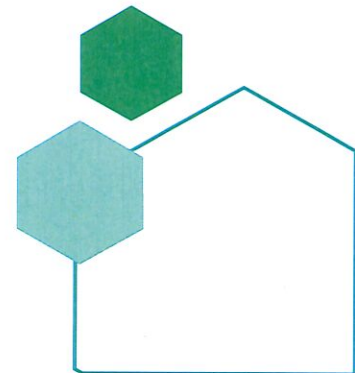
- Determine who lacks access to opportunity and address any inequity among protected class groups.
- Promote integration and reduce segregation.
- Transform racially or ethnically concentrated areas of poverty into areas of opportunity.



Recommendations



Potential Next Steps



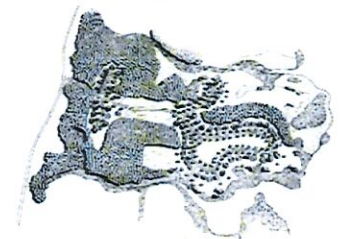
Recommendations

1. Update Zoning Codes that have a Disparate Impact on Fair Housing

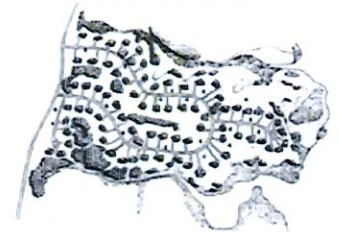
- ✓ Mixed-Use/Cluster Developments
- ✓ Range of Housing Types
- ✓ Group and Recovery Homes
- ✓ Reasonable Accommodations
- ✓ Accessory Dwelling Units and Intergenerational Housing



Cluster Subdivision



Traditional Subdivision



2. Expand Fair Housing Training

- ✓ Partner with Housing Opportunities Made Equal (HOME) to provide fair housing training to residents, tenants, landlords, realtors and governmental officials



Recommendations

3. Analyze Transit and Transportation Options

- ✓ Re-establish a Transportation Advisory Committee
- ✓ Establish a pilot program that improves transportation efficiency within a selected community
- ✓ Contact state legislators to discuss the impact of size requirement for vehicles transporting students



4. Neighborhood Improvement

- ✓ Develop comprehensive or area plans for areas of low opportunity



5. Greater Participation in Advanced Education, Vocational Schools, and Financial Literacy Programs

- ✓ Provide resources and brochures for students and parents on advanced educational opportunities, online education, and financial training



Recommendations

6. Address Mental Health Disparities

- ✓ Partner with Mental Health Recovery Board of Warren and Clinton County
- ✓ Establish a mental health advisory task force
- ✓ Strengthen and continue the Sobriety, Treatment and Reducing Trauma (START) program



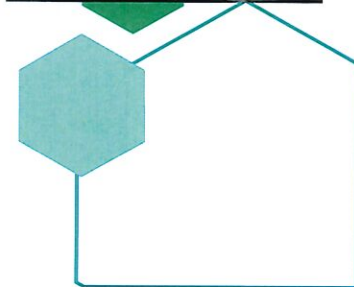
7. Encourage School Based Health Centers

- ✓ Establish a new school-based health center or cognitive behavioral therapy program
- ✓ Utilize Franklin City Schools and Little Miami School District as models



8. Evaluate Scattered Site Public Housing Versus Concentrated Public Housing Options

- ✓ Communicate a preference to housing service providers



Recommendations

9. Promote Affordable, Quality Childcare Access

- ✓ Contract with a childcare service provider to promote affordable and quality childcare access
- ✓ Work to encourage a major on-site employer-sponsored childcare facility



10. Provide Accessible Housing for the Aging and People with Disabilities

- ✓ Promote visitability and universal design in zoning codes and comprehensive plans



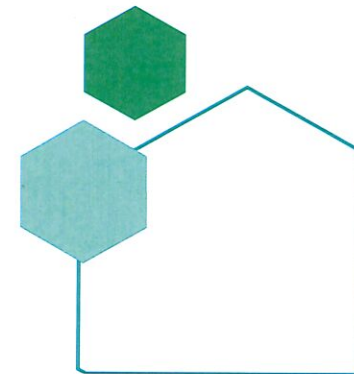
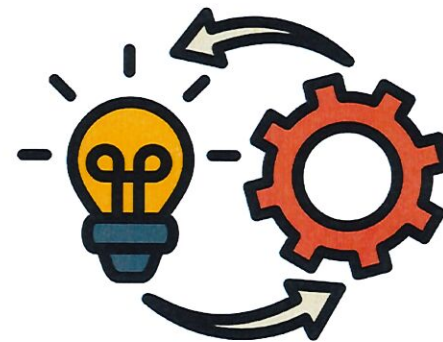
Implementation

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Provide Accessible Housing for Aging Residents and People with Disabilities</p>	<p>1. Limited housing availability for aging residents and people with disabilities</p>	<p>Restrictive housing availability and opportunity among protected classes.</p>	<p>Within four years, update two local zoning codes or comprehensive plans to address either of the following:</p> <ol style="list-style-type: none"> 1. Universal Design. 2. Visitability. 	<p>Warren County Regional Planning Commission, Warren County Jurisdictions, Council on Aging of Southwest Ohio, Warren County Board of Developmental Disabilities</p>

- **Formatting Outlined in HUD Manual**

Implementation

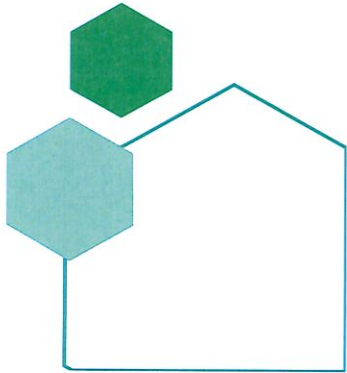
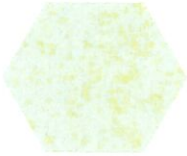
- Goals outlined in Assessment of Fair Housing (AFH) are included in Annual Action Plan and Consolidated Plan.
- Warren County Regional Planning Commission (RPC) and Grants Administration will monitor goals and develop two-year work programs to assess implementation of outlined AFH goals.



Conclusion



Additional Slides



Implementation

Goal 1

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Update Zoning Codes that have a Disparate Impact on Fair Housing</p>	<ol style="list-style-type: none"> 1. Lack of political will and community support. 2. Unawareness of the impact that certain provisions zoning code have on fair housing. 3. Restricted zoning standards on the variety of housing types. 	<ol style="list-style-type: none"> 1. Lack of housing availability for protected classes. 2. Lack of access to high opportunity areas. 	<p>Within four years, update two local zoning codes to address either of the following:</p> <ol style="list-style-type: none"> 1. Mixed-use/cluster development; 2. Wider range of permitted housing types; 3. Reasonable Accommodation; 4. Eliminate impediments for group and recovery homes; 5. Accessory dwelling units and intergenerational housing; 6. Upper-story residential or the reuse of office space for residential purposes. 	<p>Warren County Regional Planning Commission, Warren County Jurisdictions</p>

Implementation

Goal 2

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Expand Fair Housing Training</p>	<ol style="list-style-type: none"> 1. Insufficient knowledge and awareness regarding fair housing laws. 2. Limited accessibility of fair housing training opportunities. 3. No central or recognized entity to provide fair housing training. 	<ol style="list-style-type: none"> 1. Unintentional housing discrimination 2. Denial of housing based on source of income, in particular income from nonprofit housing providers 	<p>Within the next three years, contract with Housing Opportunities Made Equal (HOME) to effectively educate residents and enforce fair housing practices.</p>	<p>Warren County Government Officials, Housing Opportunities Made Equal, Housing Providers, Safe on Main</p>

Implementation

Goal 3

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Analyze Transit and Transportation Options</p>	<ol style="list-style-type: none"> Limited accessibility and opportunity for transportation among residents Segmented transit systems split among multiple organizations and programs 	<p>Lack of reliable, public transit availability for access to employment, opportunity areas, services, and advanced education.</p>	<p>Within six months, re-establish a Transit Advisory Committee.</p> <p>Within five years, establish a pilot program that improves transportation efficiency within a selected community.</p> <p>Within two years, contact state legislators to discuss the impact of size requirement for vehicles transporting students.</p>	<p>Warren County Government Officials, Warren County Grants Administration, Warren County School Districts</p>

Implementation

Goal 4

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
Neighborhood Improvement	<ol style="list-style-type: none">1. Areas of limited and coordinated public and private improvements.2. Lack of long-term planning.	<ol style="list-style-type: none">1. Limited access to high opportunity areas.2. Marginal access to advanced educational services.3. Access to employment.	Within two years, develop area or comprehensive plans for areas of low opportunity.	Warren County Regional Planning Commission, Local Planning Commissions

Implementation

Goal 5

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Greater Participation in Advanced Education, Vocational Schools, and Financial Literacy Programs</p>	<ol style="list-style-type: none"> 1. Lack of financial literacy and educational opportunities. 2. Limited higher-educational and vocational schools within the County. 3. Unawareness of financial literacy and debt counseling programs. 	<ol style="list-style-type: none"> 1. Limited employment opportunities for workforce without advanced education. 2. Lack of access to higher education and vocational schools within the County. 3. Limited opportunities for financial stability. 	<p>Within two years, provide resources and brochures for students and parents on advanced educational opportunities, online education, and financial training.</p>	<p>Warren County Government Officials, Warren County Career Center, Sinclair Mason Campus, Warren County Local School Districts, United Way of Warren County, OhioMeansJobs, Local Financial Institutions</p>

Implementation

Goal 6

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Address Mental Health Disparities</p>	<ol style="list-style-type: none"> 1. Increasing population with mental health issues throughout the County 2. Limited access to healthcare resources for all residents. 3. Prominence of health care resources in higher opportunity areas. 4. Segmented coordination and limited public awareness provided by mental health providers 	<p>Marginal healthcare opportunities provided to protected classes.</p>	<p>Within four years, coordinate with the Mental Health Recovery Board of Warren and Clinton County to address mental health trends within the region, and among protected classes.</p> <p>Within five years, establish a mental health advisory task force to facilitate awareness and coordination among service providers.</p> <p>Within three years, strengthen and continue the Sobriety, Treatment and Reducing Trauma (START) program.</p>	<p>Mental Health Recovery Board of Warren and Clinton County, Warren County Combined Health Department, Warren County Board of Developmental Disabilities, Warren County Community Services, Warren County Children Services, Warren County Court and Sheriff's Office, Local Hospitals and Health Centers, Council on Aging of Southwest Ohio</p>

Implementation

Goal 7

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Encourage School-Based Health Centers</p>	<p>1. Concentrated health care resources in higher opportunity school districts.</p>	<p>Limited access of healthcare resources among students of protected classes.</p>	<p>Within five years, establish a new school-based health center or cognitive behavioral therapy program in Warren County.</p> <p>Within one year, analyze, in coordination with the existing school districts, the positive impacts of school-based health centers.</p>	<p>Warren County Government Officials, Warren County Community Service's Early Learning Center, Warren County Local School Districts</p>

Implementation

Goal 8

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Evaluate Scattered Site Public Housing Versus Concentrated Public Housing Options</p>	<ol style="list-style-type: none"> 1. Availability and cost of land. 2. Location based on need. 3. Availability of access to public transit. 4. Uneven distribution of public housing opportunities. 	<ol style="list-style-type: none"> 1. Segregation of protected classes. 2. Limited access to opportunity. 	<p>Within three years, communicate a preference to housing service providers.</p>	<p>Warren County, Government Officials, Housing Service Providers</p>

Implementation

Goal 9

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Promote Affordable, Quality Childcare Access</p>	<ol style="list-style-type: none"> 1. Insufficient availability of childcare opportunities within the County. 2. Difficulty among parents to remain within the workforce with limited availability of quality, affordable childcare access within the County. 	<p>Limited access to reliable, affordable, quality childcare resources among parents of protected classes.</p>	<p>Within two years, contract with a childcare service provider to promote affordable and quality childcare access.</p> <p>Within three years, work to encourage a major on-site employer-sponsored childcare facility.</p>	<p>Warren County Government Officials, Warren County Division of Human Services, Warren County Community Services, Childcare Providers (Nonprofit and For-Profit), Warren County Economic Development</p>

Implementation

Goal 10

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Provide Accessible Housing for Aging Residents and People with Disabilities</p>	<p>1. Limited housing availability for aging residents and people with disabilities</p>	<p>Restrictive housing availability and opportunity among protected classes.</p>	<p>Within four years, update two local zoning codes or comprehensive plans to address either of the following:</p> <ul style="list-style-type: none"> 1. Universal Design. 1. Visitability. 	<p>Warren County Regional Planning Commission, Warren County Jurisdictions, Council on Aging of Southwest Ohio, Warren County Board of Developmental Disabilities</p>

Fair Housing and Affordable Housing

“Providing affordable housing is not synonymous with [Affirmatively Furthering Fair Housing] AFFH. Providing affordable housing for low- and moderate-income families is not, in and of itself, sufficient to affirmatively further fair housing. **The delivery of decent, safe, and affordable housing provides a useful service, but by itself does not necessarily fulfill the goals and purposes of affirmatively further fair housing.**”

To affirmatively further fair housing, a program participant must **take steps to ensure that the housing is available regardless of race, color, national origin, sex, disability, or familial status.** The program participant also must consider the location of affordable housing and strategically leverage affordable housing as a means to **overcome patterns of segregation, promote fair housing choice, and eliminate disparities in access to opportunity and disproportionate housing needs.”**

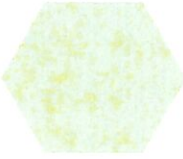
- HUD AFFH Rule Guidebook



Fair Housing - Discrimination

What type of discrimination is illegal?

- Intentional discrimination/disparate treatment
- Policies that have discriminatory effect/disparate impact
 - Incl. zoning laws or decisions
 - HUD issued regulation 2/15/13
- Denial of reasonable accommodation for person with a disability
 - Includes denials by government officials
- Statements indicating preference/limitation

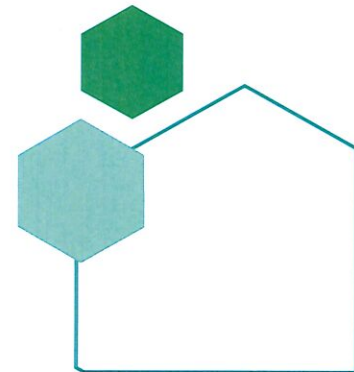


The AFH addresses both disparate impact and disparate treatment (policies that cause systemic inequality in housing, regardless of whether they were adopted with discriminatory intent).



Disparate Impact - unintentional discrimination

Disparate Treatment – intentional discrimination



APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO APPROVE THE WARREN COUNTY ASSESSMENT OF FAIR HOUSING RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires to continue the Community Development Block Grant program, and

WHEREAS, as a condition set forth by the U.S. Department of Housing & Urban Development, the County must develop an Assessment of Fair Housing as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

NOW THEREFORE BE IT RESOLVED, to approve the Assessment of Fair Housing relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this ___ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc: OGA (file)
Warren County Regional Planning Commission (file)

CASE # 102-2023

Site Plan Review- N & G Takhar Oil LLC

This will be updated
on Monday as the
applicant has filed
changes which are
still under review

APPLICANT/OWNER/AGENT

N & G Takhar Oil LLC

TOWNSHIP

Turtlecreek

PROPERTY LOCATION

ADDRESS

Greentree Road

PIN

08-31-300-012-2

PROPERTY SIZE

13.0465 +/- Acres, 1,518' of frontage

CURRENT ZONING DISTRICT	MXU-C
FUTURE LAND USE MAP (FLUM) DESIGNATION	Turtlecreek- Commercial
EXISTING LAND USE	Agricultural
SITE PLAN REQUESTED	Gas/Convenience Store
ISSUE FOR CONSIDERATION	1. Gas station/ Convenience Store and Fueling canopies

Review Process

Site Plan

**Board of County
Commissioners**

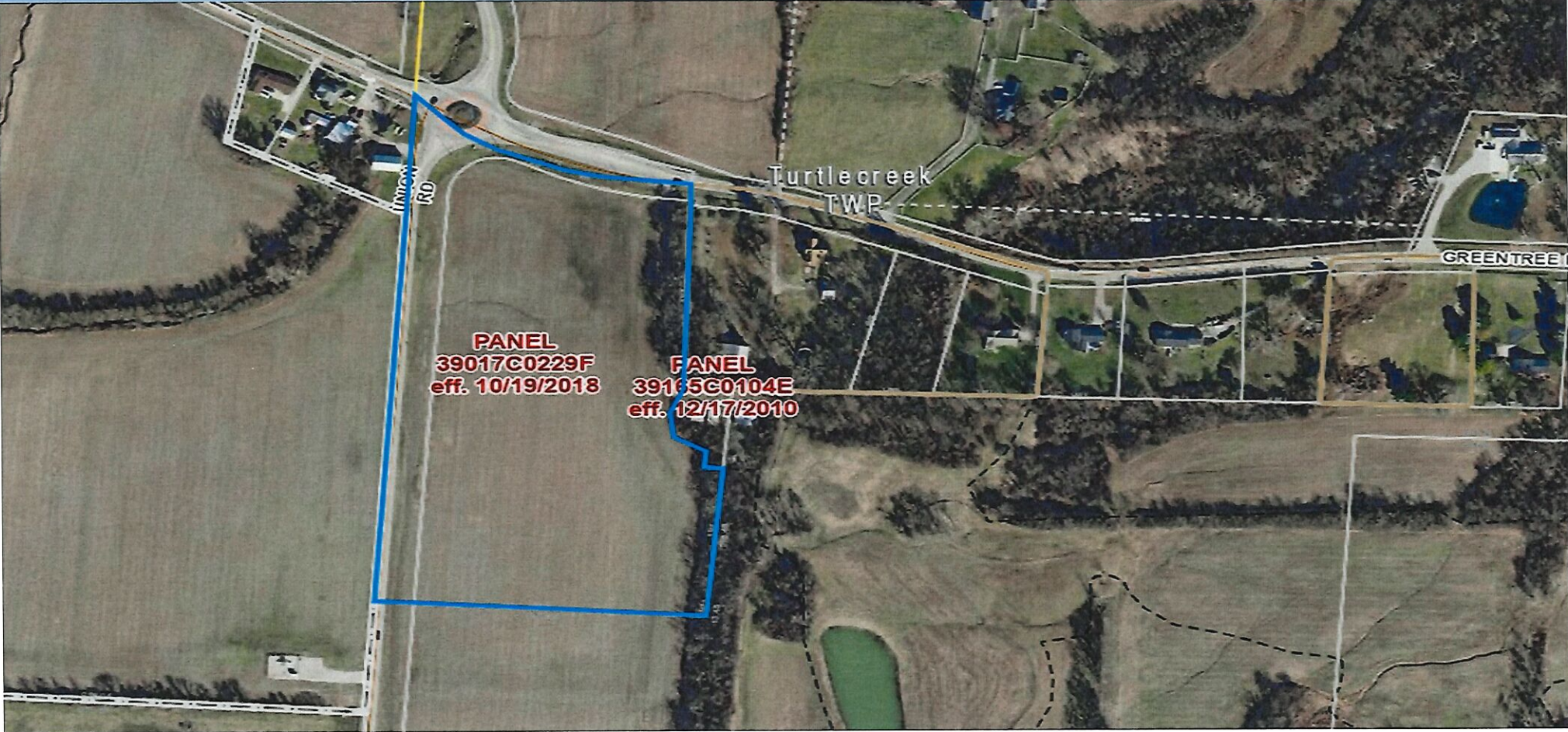
September 12, 2023

Preliminary Plan

**Regional Planning
Commission**

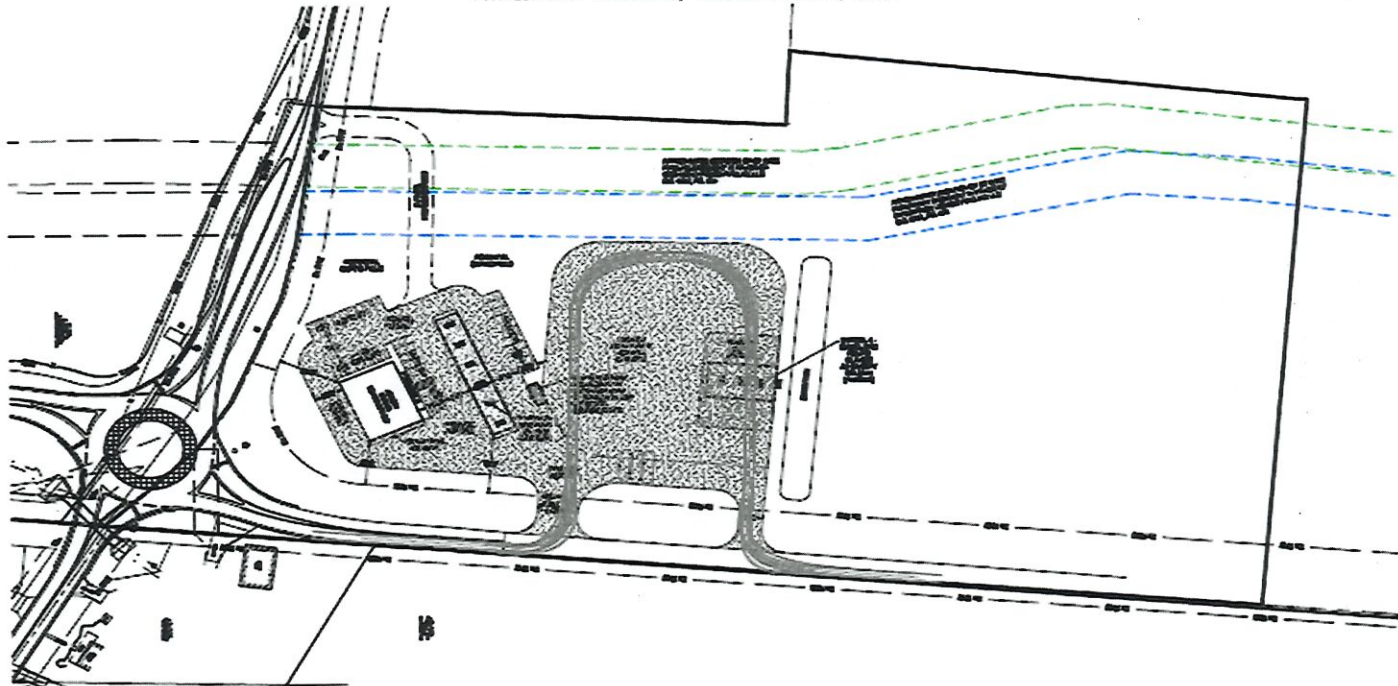
Aerial Map

102-2023



Site

CONVENIENCE STORE GREENTREE RD TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO



PANEL TO
TRUST ESTATE LLC
08-20082

ZONING: Mixed Use Center Zone

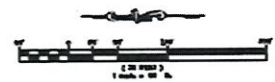
MAX. SF = 750
MAX. HEIGHT = 30'
SETBACKS: FL = 30'
SL = 30'
RT = 0'

PARKING REQUIREMENTS

Asphalt Paved Spaces - 1 per 100
Grass Paved Spaces - 1 per 200

Asphalt Paved Spaces: 10 spaces = 20 spaces
Grass Paved Spaces: 4,500 sf/300 = 15 spaces

TOTAL REQUIRED PARKING SPACES: 35 spaces
TOTAL AVAILABLE PARKING SPACES: 35 spaces



3 WORKING DAYS BEFORE YOU DIG

CALL TOLL FREE 1-800-362-2784
 FOR PLAIN PAPER PRINTS

10/12/2010

CONVENIENCE STORE ALAY DR
 GREENTREE RD
 WARREN COUNTY, OH

LEBSMAN ENGINEERING & ASSOC.
 1000 SOUTH MAIN STREET, SUITE 200
 WARREN, OHIO 44481

**S
J
L**
 engineers

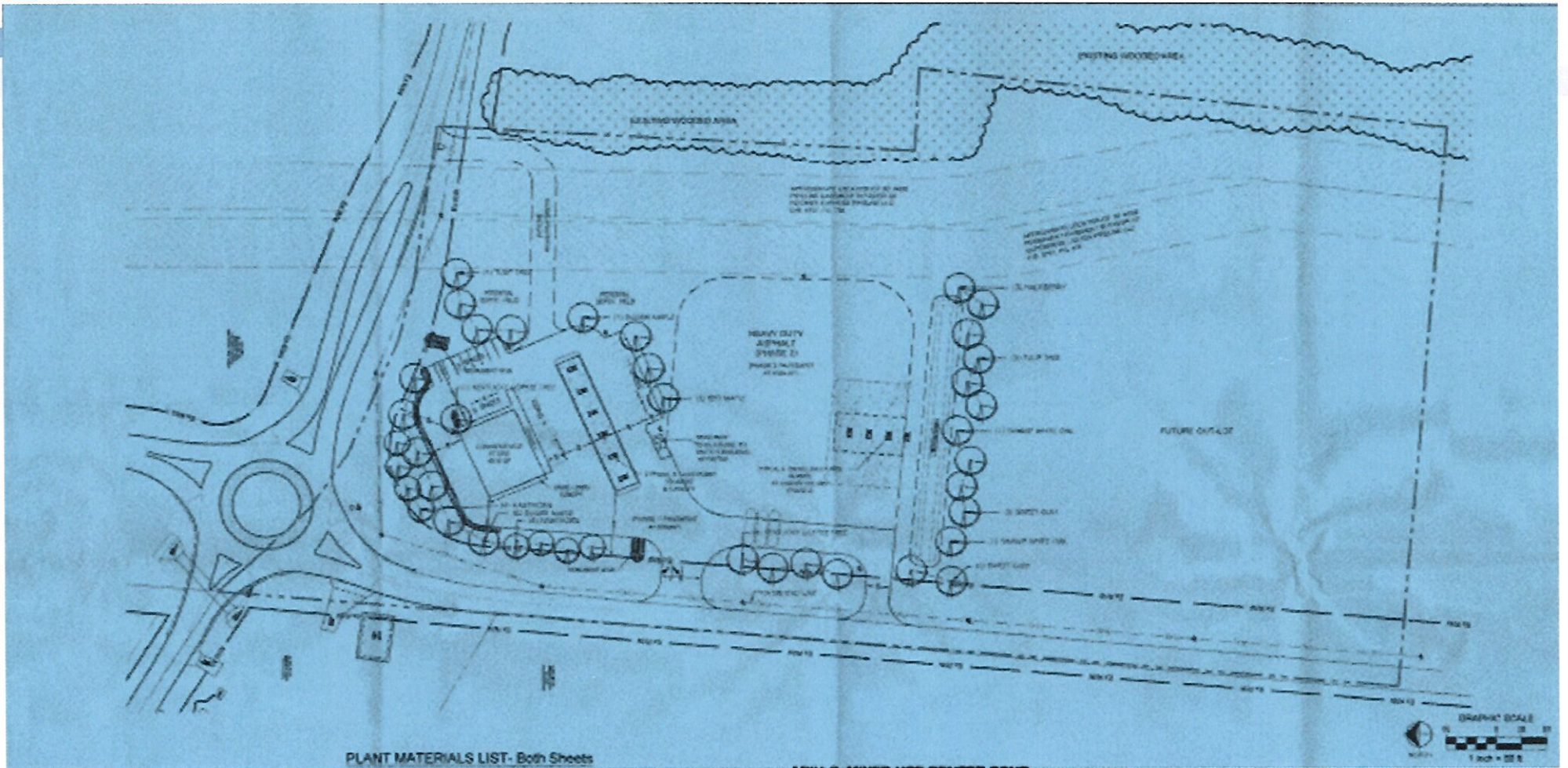
DRAWING TITLE

PRELIMINARY PLAN

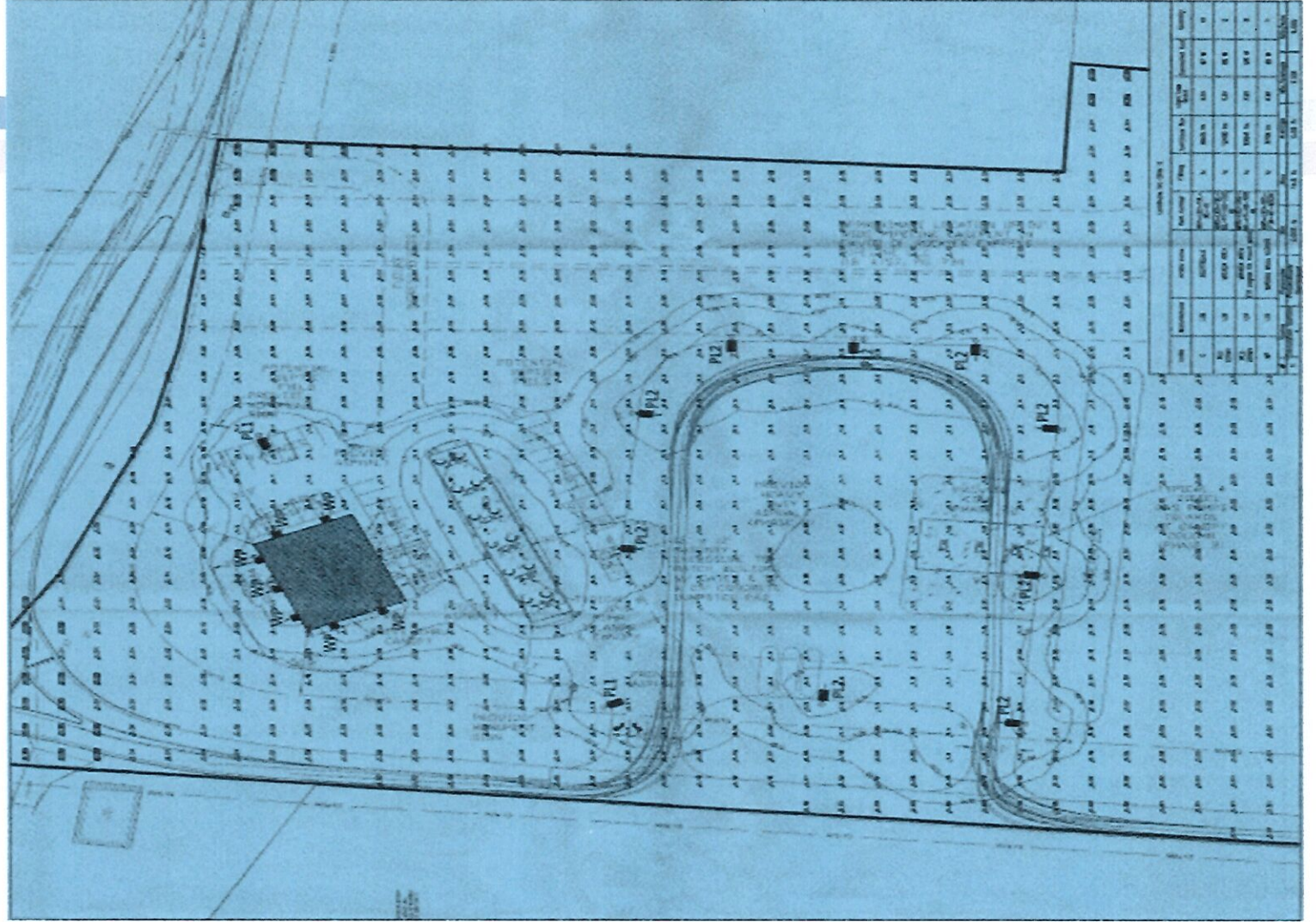
DATE	BY
10/12/10	JL
DATE	BY

DRAWING NO.
C1

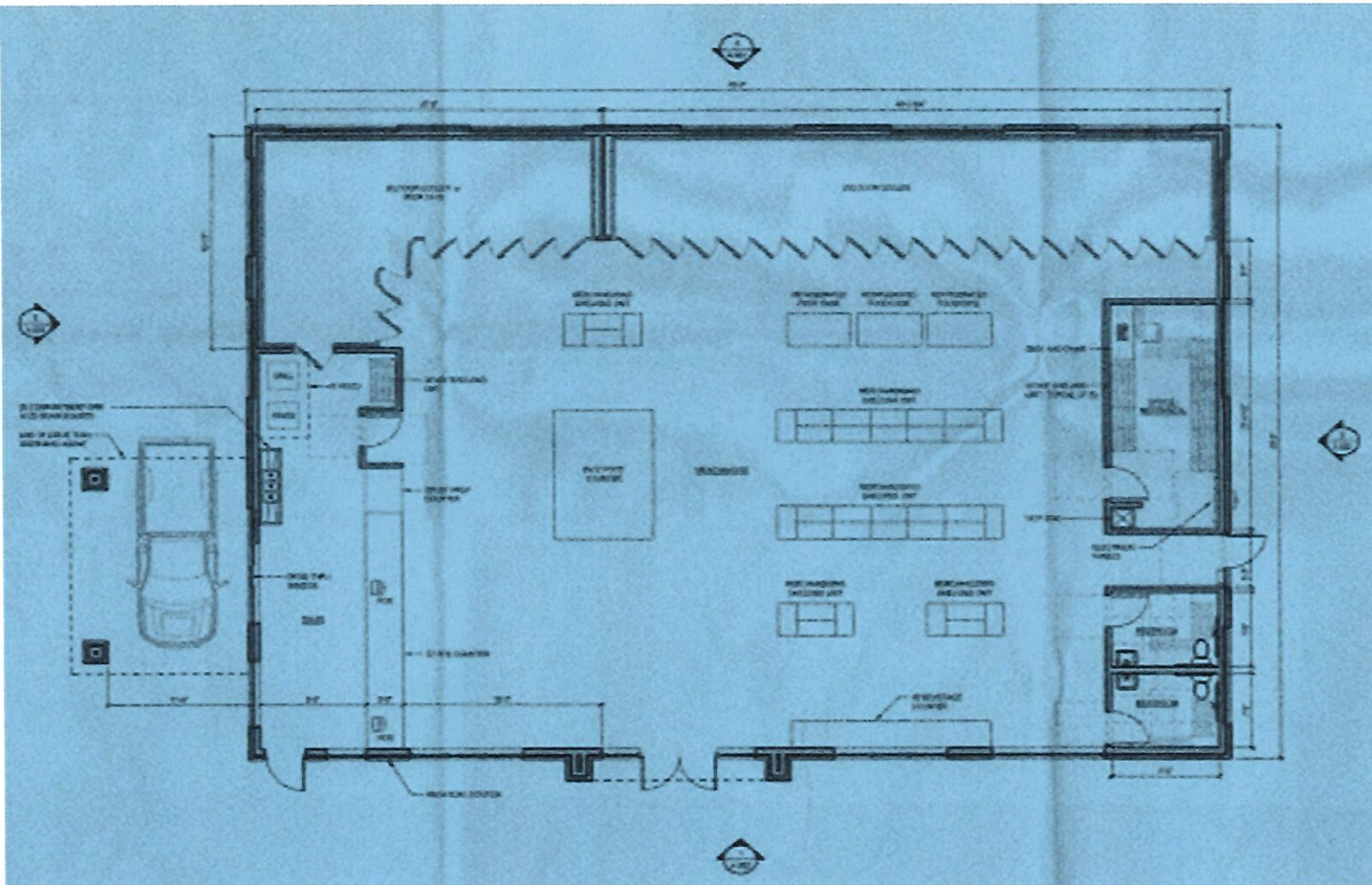
Landscaping



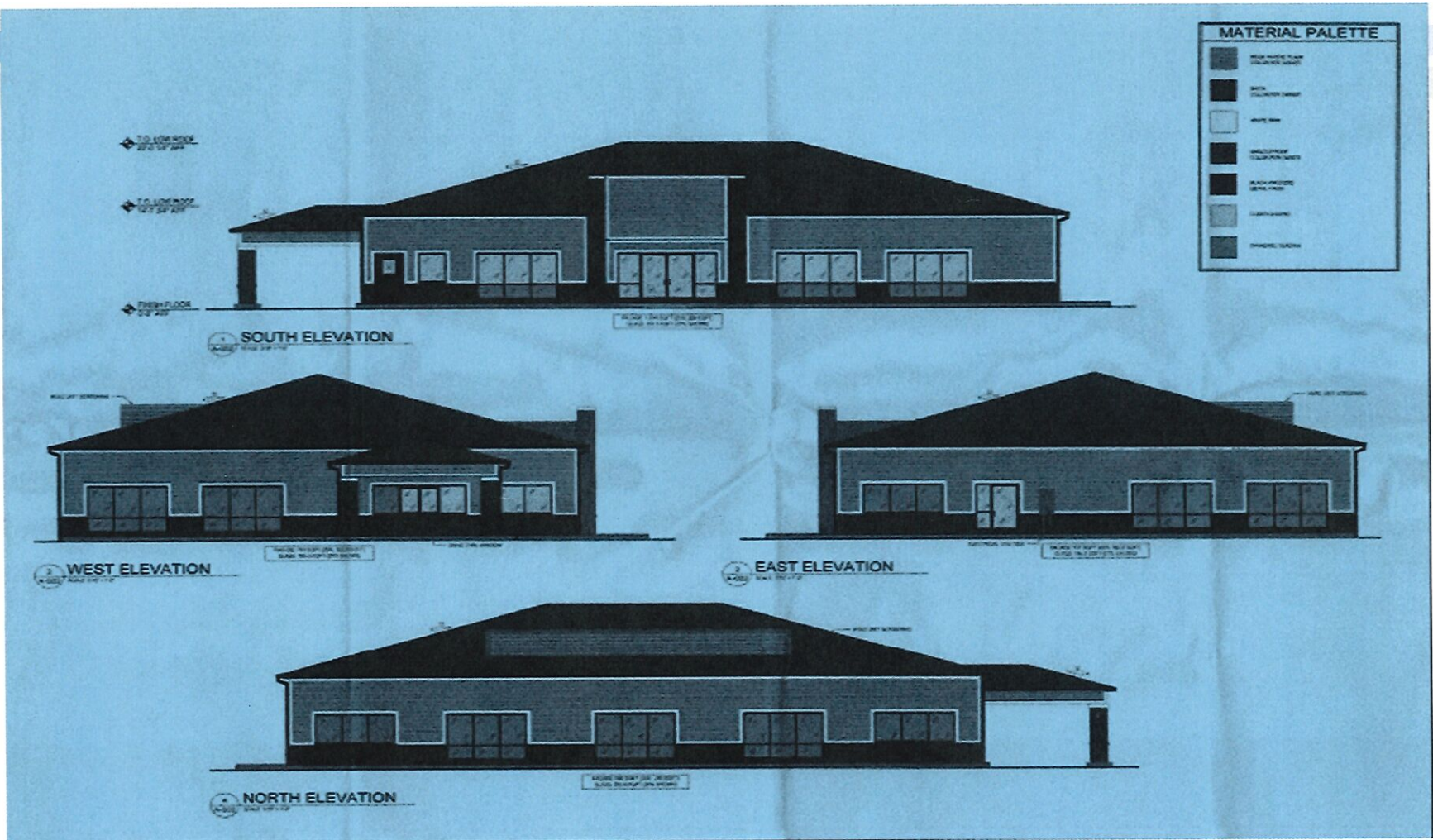
LIGHTING



PRELIM LAYOUT



ELEVATION



Staff Summary

Location	Extending the stub street on Broadmoor in Shaker Run.
Parking	The required parking is 2 spaces per dwelling. All units will have driveway and garage parking.
Landscaping	Landscaping Plan complies with the requirements for street trees and around all signage.
Signage	The sign height, setback and square feet meets the requirements of the code.
Lighting	Residential lighting to be provided as in the rest of Shaker Run.
Service Structures	Each unit will have private trash service.

Site Plan Review Criteria – Section 1.303.6

The site plan review is conducted to determine anticipated impacts on the public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable. The factors to be considered and weighed by the Approving Authority include but are not limited to the following, but no single factor controls in making a decision, nor must all of the factors support the decision:

(A) Adequacy of Information and Compliance with Zoning Code

(I) Exterior Lighting

(B) Design Layout Sufficiency and Sensitivity

(J) Signage

(C) Design Character, Operational Compatibility, and Coordination

(K) Public Service Impact

(D) Preservation of Significant Features

(L) Stormwater Drainage Stormwater Management Plan

(E) Pedestrian Access and Circulation

(M) Soil Erosion and Sediment Control

(F) Vehicular Access and Circulation Streets

(N) Emergency Access and Service Facilities and Public Safety

(G) Parking and Loading

(O) Building Design

(H) Landscaping and Screening

(P) Compliance with Public Health and Safety

Reviewing Departments

- Warren County Engineer
- Warren County Water and Sewer Department
- Warren County Soil and Water Conservation
- Warren County Regional Planning Commission
- Turtlecreek Township Trustees
- Turtlecreek Township Fire Department
- Warren County Combined Health District
- Warren County Building Department
- Warren County Sheriff

23-02

Warren County Zoning Department
406 Justice Drive, Room 170 Lebanon, Ohio 45036
wczoning@co.warren.oh.us

(Eff. 9/24/2020)

Application # 102-2023

RECEIVED

AUG 10 2023

Application for Site Plan Review

WARREN COUNTY
REGIONAL PLANNING COMMISSION

- (1) Applicants Name(s): NIGI TAKHAR OIL LLC
Phone: 937-604-0012 E-mail: TAKHARoil@gmail.com
Address: 4365 USA DR. Tipp City, Ohio 45371
- (2) Owner(s) Name(s): Fred & SANDRA Likes FRL Real Estate
Phone: 513-200-2106 E-mail: Sandy@drewandringrid.com
Address: 8500 EVSTIS FARM LANE CINCINNATI, OHIO 45243
- (3) Property location / Address: Greentree Rd Lebanon, OH 45036 (Greentree & Union)
Sidwell / Parcel Id 08-31-300-012-2 'Select Township 53-Turlecreek
- (4) Current Use Agriculture Purposed Use Gas-Convenience Store
- (4) Current Zoning MXU-C
- (5) Property Description: Total Acreage: 13.0465 Public Road Frontage (feet): 1518'
- (5) Are there any Variances to the Zoning Regulations being requested? Yes: No:
- (6) Number of employees (if applicable) 3
- (7) Number of parking spaces 28 Independent of Fueling Spaces with TOTAL of 35 Spaces Proposed
- (8) Application requires compliance with the following in order for the application to be complete:
 - Applicant must complete the attached Authorization of Owner, if applicable (Page 4).
 - Applicant must complete the attached Temporary License/Right of Entry (Page 5).
 - Applicant must complete the applicable items listed on submitting Application requirements per Section 1.303.3
 - 4 identical drawings and 1 digital copy of the Site Plan (At a scale/size specified by Zoning Inspector) with vicinity & North arrow

Owners Name(s): Fred & SANDRA Likes FRL Real Estate

Owner Signature(s): Fred R. Likes Sandra K. Likes Date: 8/4/2023

Applicant(s) Name(s): Amarjit S. TAKHAR

Applicant(s) Signature(s)*: Amarjit S. Takh Date: 8/4/2023

***AN OWNER MAY REPRESENT HIMSELF/HERSELF AT THE SITE PLAN REVIEW HEARING. AN APPLICANT WHO IS NOT AN OWNER MAY NOT REPRESENT HIMSELF/HERSELF AT THE SITE PLAN REVIEW HEARING UNLESS THE APPLICANT IS A LICENSED ATTORNEY. NON-OWNER APPLICANTS AND OWNERS OF PROPERTY TITLED IN THE NAME OF A CORPORATION/LLC/PARTNERSHIP MUST BE REPRESENTED BY A LICENSED ATTORNEY DURING THE HEARING.**

For office use only:

Fee: \$500.00 Receipt: _____ Receipt Date: _____



Application for Site Plan Review – PROPOSED USE IN DETAIL

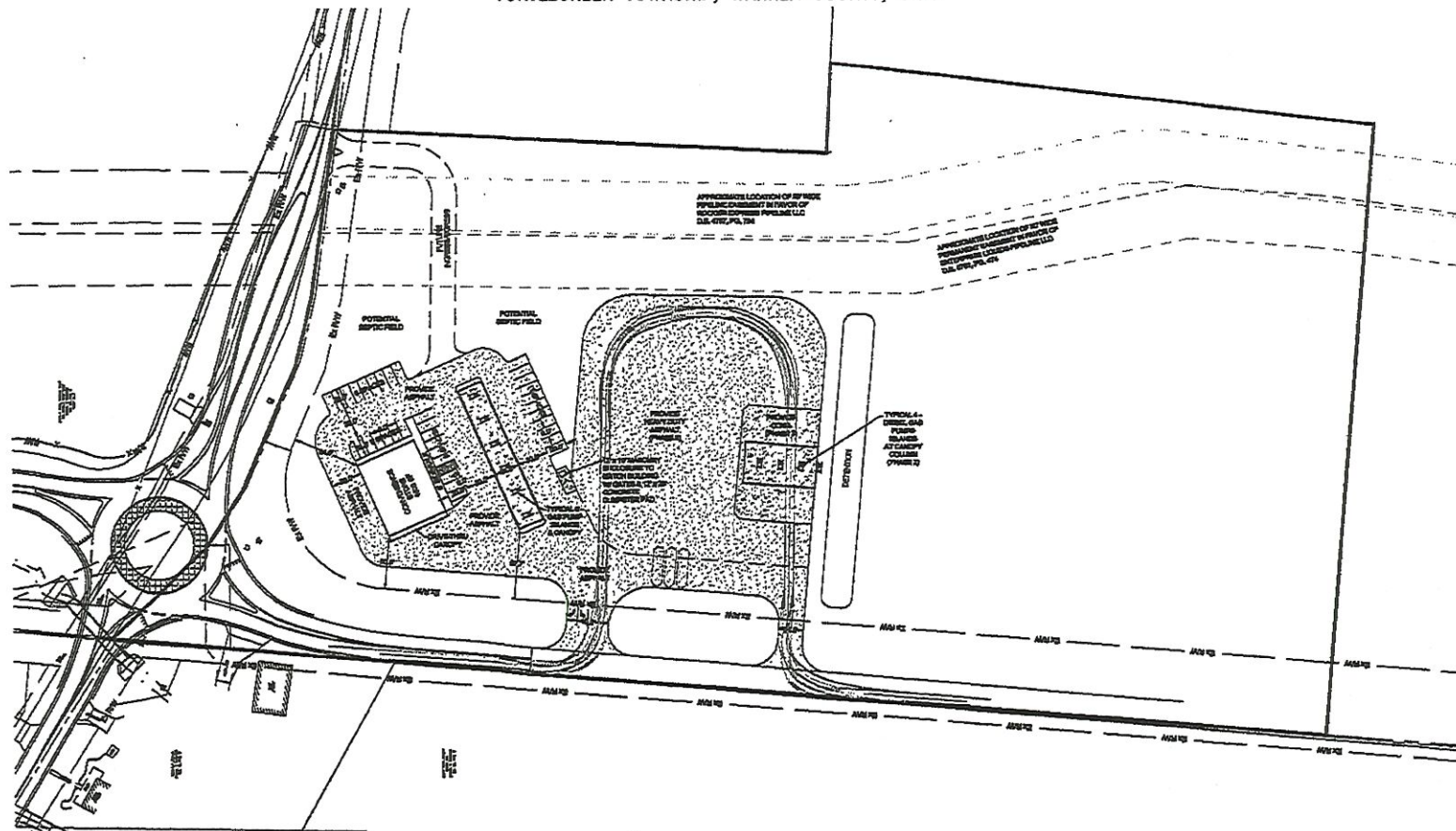
PROPOSED 4500' CONVENIENCE STORE FUELING STATION
WITH 6 PUMP STANDARD VEHICLE CANOPY AND 3 TRUCK
COMMERCIAL TRUCK FUELING CANOPY WITH LIMITED LARGE
TRUCK PARKING FOR STORE USE.

PROPOSED STORE INCLUDES DRIVE THRU CANOPY ATTACHED
TO BUILDING FOR FOOD & BEVERAGE/RETAIL SALES.



CONVENIENCE STORE

GREENTREE RD
TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

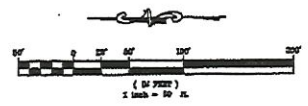


PARCEL ID
PRL REAL ESTATE LLC
D82300222

ZONING
MUP-C Mixed Use Center Zone
MAX. ISR = 70%
MAX. PRINCIPLE HT. = 50'
SETBACKS: F.Y. = 30'
S.Y. = 30'
R.Y. = 15'

PARKING REQUIREMENTS
Automobile Fueling Stations: 1 per 350 square feet plus 2 spaces per fuel pump.

REQUIRED PARKING SPACES:	10 pumps = 20 Spaces
	4,500 sq/350 = 13 spaces
TOTAL REQUIRED PARKING SPACES:	33 spaces
TOTAL PROVIDED PARKING SPACES:	35 Spaces



2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 1-800-362-2764
AND VISIT US EVERYWHERE

ISSUED/REVISED

CONVENIENCE STORE PLAN FOR
GREENTREE RD
TURTLECREEK TOWNSHIP,
WARREN COUNTY, OHIO

LEBSMAN ENGINEERING & ASSOC.
ENGINEERING, SURVEYING, PLANNING
8700 TORINO HILLS, COLUMBUS, OHIO 43241-1700

**S
J
L**
engineer

DRAWING TITLE
PRELIMINARY PLAN

DATE	7/6/23
BY	SL
CHECKED	SL

DRAWING NO.
C1

Cook, Ryan A.

From: Weber, Kurt
Sent: Monday, August 14, 2023 5:22 PM
To: Cook, Ryan A.
Cc: Mick, David S.; Ryan, Tabitha; Brigano, Dominic M.
Subject: RE: Greentree & Union Site Plan Review

Ryan,

Our office will require the applicant to complete an Access Permit application and a TIS. They will also be required to comply with our Stormwater regulations.

Thanks,

Kurt E. Weber, PE, PS
Chief Deputy Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036
direct: 513-695-3306
kurt.weber@co.warren.oh.us

From: Cook, Ryan A.
Sent: Thursday, August 10, 2023 3:30 PM
To: Tammy Boggs; Weber, Kurt; Mick, David S.; Brausch, Chris G.; Wojnicz, Christopher A.; Tara Thornton; Duane Stansbury; Brad King; Chris Balster; Conley, Molly M.; Wagner, Tessa L.; HENRICH, DEAN; SJ1469@att.com; Sarakatsannis, Carla J.; kyle.quackenbush@tallgrassenergyllp.com; dean.dick@tallgrassenergyllp.com; publicawareness@eprod.com; land_encroachments@eprod.com
Subject: Greentree & Union Site Plan Review

All,

Enclosed is the **Greentree & Union Road Convenience Store** Site Plan Review planned in Turtlecreek Township.

Your written comments and/or requirements from the review of the plan are requested.

Please respond by **August 29, 2023**.

Thank you,

Ryan Cook | *Senior Planner*
Warren County Regional Planning Commission
513-695-2453



Public Health
Prevent. Promote. Protect.

WARREN COUNTY HEALTH DISTRICT

416 South East Street – Lebanon, Ohio 45036

Duane Stansbury, REHS, MPH
Health Commissioner

August 14, 2023

Ryan Cook
Warren County Regional Planning Commission
County Administration Building
406 Justice Drive
Lebanon, Ohio 45036

RE: Greentree & Union Road Convenience Store Site Plan Review

Dear Mr. Cook:

This letter is in response to your request for comments and/or requirements for the above referenced proposed Greentree & Union Road Convenience Store Site Plan Review, located in Turtlecreek Township to be reviewed by the Warren County Regional Planning Commission (RPC) Executive Committee and staff.

The proposed convenience store will have an on-site septic system. Based on the preliminary drawing provided and the Ohio Administrative Code 3745 -42-05 (A), this potential system will generate over 1,000 gallons of water per day which falls under the jurisdiction of the Ohio Environmental Protection Agency, and is therefore not under the health district's jurisdiction. However, prior to building, the property owner must contact the Warren County Health District's Generalist Division for Food Safety and Plumbing Division to obtain any necessary permits. The Generalist Division can be reached at 513-695-3098 and the Plumbing Division can be reached at 513-695-1475.

If you have any questions, I can be reached either at 513-695-1473 or at bking@wcchd.com.

Sincerely,

Brad King, MPH, REHS
Environmental Health Supervisor

CC: Duane Stansbury, REHS, MPH, Health Commissioner
Chris Balster, MPH, REHS, Assistant Health Commissioner
Tara Thornton, REHS, Director of Environmental Health
Benjamin Ginter, REHS, Environmental Health Supervisor
Ed Mann, Chief Plumbing Inspector

Revised April 13, 2023

Tel: 513-695-1220 Fax: 513-695-2941
warrenchd.com

Cook, Ryan A.

From: Kevin.Chandler@epa.ohio.gov
Sent: Friday, August 25, 2023 11:06 AM
To: Cook, Ryan A.
Subject: Greentree & Union Site Plan Review OEPA

You don't often get email from kevin.chandler@epa.ohio.gov. [Learn why this is important](#)

Hello Ryan,

I have completed my review and have the following comments/requirements:

- Does the gas station/convenience store have flow records from existing similarly sized facilities that can help pinpoint wastewater flow volumes? Without knowing all the details this facility has potential to have a significant wastewater flow volume.
- Will there be food service within the convenience store? The drive thru suggest there might be food service. If so, considerations will need to be taken for a pretreatment component of the on-site septic system.
- The plans highlights 2 potential septic fields, will both fields be utilized at start up? If so, enough space will need to reserved for a replacement field. Both the active field and replacement field will need designated on the PTI application.
- Without a soils report it is difficult to determine suitability of the soils and type of on-site system for the facility. The developer should consult a soil scientist early on to determine soil suitability, this will aid in placement of the active septic field and replacement septic field.
- Have the developer consult an certified engineer to help estimate size and design of the system.

Thank you for the opportunity to preview these plans, if you have any questions please let me know.



Kevin Chandler

Environmental Specialist II

Division of Surface Water

401 E. 5th St.

Dayton, OH 45402

D: 937.285.6034

Kevin.Chandler@epa.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

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Cook, Ryan A.

From: Wagner, Tessa L.
Sent: Thursday, August 17, 2023 4:04 PM
To: Cook, Ryan A.
Subject: RE: Greentree & Union Site Plan Review

Good afternoon Ryan,

The Warren County Soil and Water Conservation District has the following comments for the Greentree & Union Convenience Store Site Plan Review:

1. An Earth Disturbing Permit from Warren County SWCD will be required if 1 acre or more of land will be disturbed during construction. Please contact Warren SWCD for more information.

Thank you,

Tessa

Tessa Wagner
Urban Program Specialist
Warren County Soil and Water Conservation District
PHONE - (513) 695-1355 | EMAIL Tessa.Wagner@co.warren.oh.us

Development Digest August Blog: [Skimmers + An Example from the Field](#)
Upcoming Event: [Stormwater Field Day](#)

From: Cook, Ryan A. <Ryan.Cook@co.warren.oh.us>
Sent: Thursday, August 10, 2023 3:30 PM
To: Tammy Boggs <tboggs@turtlecreektownship.org>; Weber, Kurt <kurt.weber@co.warren.oh.us>; Mick, David S. <David.Mick@co.warren.oh.us>; Brausch, Chris G. <Chris.Brausch@co.warren.oh.us>; Wojnicz, Christopher A. <Christopher.Wojnicz@co.warren.oh.us>; Tara Thornton <tthornton@wcchd.com>; Duane Stansbury <dstansbury@wcchd.com>; Brad King <bking@wcchd.com>; Chris Balster <cbalster@wcchd.com>; Conley, Molly M. <Molly.Conley@co.warren.oh.us>; Wagner, Tessa L. <Tessa.Wagner@co.warren.oh.us>; HENRICH, DEAN <dh8486@att.com>; SJ1469@att.com; Sarakatsannis, Carla J. <Carla.Sarakatsannis@duke-energy.com>; kyle.quackenbush@tallgrassenergylp.com; dean.dick@tallgrassenergylp.com; publicawareness@eprod.com; land_encroachments@eprod.com
Subject: Greentree & Union Site Plan Review

All,

Enclosed is the **Greentree & Union Road Convenience Store** Site Plan Review planned in Turtlecreek Township.

Your written comments and/or requirements from the review of the plan are requested.

Please respond by **August 29, 2023**.

Thank you,

Ryan Cook | *Senior Planner*



MR. JAMES VANDEGRIFT
MR. DANIEL JONES
MR. JONATHAN SAMS
MS. AMANDA CHILDERS

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

August 30, 2023

Warren County Regional Planning
Attn: Ryan Cook
406 Justice Drive
Lebanon, Ohio 45036

Re: Greentree & Union Road Convenience Store Site Plan

Dear Mr. Cook;

The Board of Trustees of Turtlecreek Township and the Fire Chief have reviewed Greentree & Union Road Convenience Store Site Plan.

The Board of Trustees of Turtlecreek Township and the Fire Chief would request that a landscape buffer be required and that a fire hydrant be located on the east side of Union Road.

The Board of Trustees of Turtlecreek Township and Fire Chief would like to thank you for submitting the Greentree & Union Road Convenience Store Site Plan for the township's review.

Sincerely,

Daniel F. Jones
Board of Trustees Turtlecreek Township
Chairperson

DFJ/tb
Cc: file



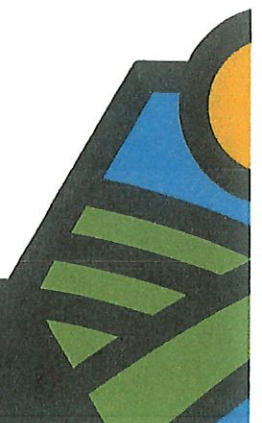
670 North State Route 123
Lebanon, OH 45036



513.932.4902



info@turtlecreektownship.org



The Board of County Commissioners of the County of Warren, Ohio met in regular session on _____, _____, 2023, with the following members present:

_____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$25,000,000 COUNTY OF WARREN, OHIO HOSPITAL FACILITIES IMPROVEMENT REVENUE BONDS, SERIES 2023A (COMMUNITY FIRST SOLUTIONS OBLIGATED GROUP 2023A PROJECT); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE, A SUBLEASE, A BOND PURCHASE AGREEMENT, AND A TAX EXEMPTION AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2023A BONDS; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH SERIES 2023A BONDS.

WHEREAS, the County of Warren, Ohio (the "County"), a county and political subdivision in and of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), to, among other things: (i) acquire, construct, improve and equip "hospital facilities", as defined in the Act ("Hospital Facilities"), and to acquire by lease real estate within the boundaries of the County and interests therein, including without limitation, improvements situated thereon comprising such Hospital Facilities; (ii) enter into a lease agreement to provide for the lease of Hospital Facilities to a "nonprofit hospital agency", as defined in the Act; (iii) issue its revenue bonds for the purpose of financing the costs of Hospital Facilities, and to secure those revenue bonds by a bond purchase agreement and by the pledge and assignment of the rent paid under the lease agreement and the funds created under the bond purchase agreement; (iv) enact this Resolution; and (v) enter into the Lease, the Sublease, the Bond Purchase Agreement, and the Tax Exemption Agreement, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, Community First Solutions (the "Corporation"), an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Colonial Senior Services, Inc., an Ohio non-profit corporation, a "nonprofit hospital agency" as defined in the Act and an organization described in Section 501(c)(3) of the Code ("Colonial"), as part of an obligated group consisting of the Corporation, Colonial, LifeSpan Incorporated, an Ohio non-

profit corporation (“LifeSpan”), Community Behavioral Health, Inc., an Ohio non-profit corporation (“Community Behavioral Health”), Partners in Prime, an Ohio non-profit corporation (“Partners in Prime”), Community Behavioral Health Properties, LLC, an Ohio non-profit limited liability company (“Community Behavioral Health Properties”), and LifeSpan Services, LLC, an Ohio non-profit limited liability company (“LifeSpan Services,” and together with the Corporation, Colonial, LifeSpan, Community Behavioral Health, Partners in Prime, and Community Behavioral Health Properties, the “Obligated Group”), desire to finance a project (collectively, the “Project”) consisting of (i) financing, refinancing, or reimbursing costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto (collectively, the “Facility”), (ii) funding capitalized interest; (iii) financing the costs of routine capital expenditures of Colonial and/or the Corporation; and (iv) paying certain costs of issuance of the Series 2023A Bonds (as hereinafter defined); and

WHEREAS, based upon representations of the Corporation and Colonial, the initial legal owner or principal user of the Facility are or will be the Corporation and/or Colonial; and

WHEREAS, the Corporation and Colonial are requesting the assistance of the County in financing the Project; and

WHEREAS, this Board of County Commissioners (the “Board”) has heretofore adopted a resolution as an affirmative official action that constituted an “official intent” with respect to the Series 2023A Bonds to finance the costs of the Project, within the meaning of Treasury Regulation §1.150-2; and

WHEREAS, this Board has determined to authorize the issuance of Hospital Facilities Improvement Revenue Bonds, Series 2023A (Community First Solutions Obligated Group 2023A Project) of the County (the “Series 2023A Bonds”), for the purposes set forth above; and

WHEREAS, this Board has determined, based upon representations of the Corporation and Colonial, that the acquisition, construction, improving, and equipping of the Project will be in the best interests of the County and will provide Hospital Facilities at the lowest possible cost to service the residents of the County, which Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board is authorized by the authority contained in the Act to issue its Series 2023A Bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and Colonial, the Series 2023A Bonds shall be sold to Old National Bank (the “Purchaser”) in exchange for the payment of the purchase price to Colonial pursuant to the terms of the Bond Purchase Agreement among the Issuer, Colonial, and the Purchaser (the “Bond Purchase Agreement”); and

WHEREAS, the County will acquire a leasehold interest in the Facility pursuant to the terms of the Lease and will sublease the Facility to Colonial pursuant to the terms of the Sublease; and

WHEREAS, the payments required to be made by Colonial under the Sublease (the "Rent Repayments") in respect of debt charges payable on the Series 2023A Bonds will be secured under the Master Trust Indenture (as amended or supplemented from time to time, the "Master Indenture") between the Obligated Group and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as master trustee (in such capacity, the "Master Trustee"), including the security given under the Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing between Colonial and the Master Trustee providing a mortgage lien on some or all of the Project and a Supplemental Master Trust Indenture between the Obligated Group and the Master Trustee, providing for the issuance and delivery to the County of a promissory note (an "Obligation") secured by the Master Indenture and for the payment of which the members of the Obligated Group are jointly and severally liable (the "Series 2023A Obligation"), which will be assigned to the Purchaser, to secure the payment of debt service on the Series 2023A Bonds; and

WHEREAS, in connection with the plan of finance, this Board desires to authorize the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and such other documents that are necessary to provide for the issuance of the Series 2023A Bonds and the acquisition, construction and equipping of the Project (collectively, the "Series 2023A Bond Documents"); and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was held by the County in connection with the issuance of the Series 2023A Bonds on the date hereof after publication of notice therefore, evidence of publication of which has been submitted to this Board, and Section 147(f) of the Code also requires that prior to their issuance, the Series 2023A Bonds must be approved by the "applicable elected representative" as defined therein, which in this issuance is this Board;

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

SECTION 1. That for the purpose of better providing for the health and welfare of the people of the State by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines that revenue bonds shall be issued pursuant to Section 140.06 of the Act for the purposes set forth in the preambles hereto. Such bonds shall be designated "County of Warren, Ohio Hospital Facilities Improvement Revenue Bonds, Series 2023A (Community First Solutions Obligated Group 2023A Project)" or such other designation or with such further designations as shall be set forth in the Bond Purchase Agreement or in the Series 2023A Bonds or as otherwise necessary or appropriate to distinguish the respective series of the Series 2023A Bonds. It is currently contemplated that the Series 2023A Bonds will be comprised of a single series of tax-exempt bonds.

SECTION 2. That the Series 2023A Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Bond Purchase Agreement and the other Series 2023A Bond Documents. The Series 2023A Bonds shall be issued in an aggregate maximum principal amount not to exceed \$25,000,000, shall mature as provided in the Bond Purchase Agreement, which shall not be later than forty (40) years from their issue date, and have such terms, bear such interest at a variable rate of interest, provided that any variable rate of interest shall not exceed 25% per year (except as may be required under any credit, liquidity or similar agreement or instrument when any Series 2023A Bonds are held by or pledged to a provider of such an agreement or instrument), and be subject to mandatory and optional redemption and tender as provided in the Bond Purchase Agreement, and the first interest payment date shall be not later than one year from its issuance date.

The Series 2023A Bonds shall be executed on behalf of the County by the manual or facsimile signatures of at least two members of this Board. In case any officer whose signature or a facsimile thereof shall appear on the Series 2023A Bonds shall cease to be such officer after the issuance or delivery of the Series 2023A Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until after that time.

The forms of the Series 2023A Bonds set forth in the Bond Purchase Agreement, subject to appropriate insertions and revisions in order to comply with the provisions of the Bond Purchase Agreement, are hereby approved, and when the same shall be executed on behalf of the County by at least two members of this Board in the manner contemplated hereby and by the Bond Purchase Agreement, shall represent the approved forms of Series 2023A Bonds of the County.

SECTION 3. That the Series 2023A Bonds shall be purchased at the purchase price set forth, and on the terms and conditions described, in the Bond Purchase Agreement. At least two members of this Board are hereby separately authorized and directed to make on behalf of the County the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Series 2023A Bonds to the Purchaser, and to take all steps necessary to effect due execution and delivery to the Purchaser under the terms of this Resolution, the Bond Purchase Agreement, and all documents and certificates authorized herein. It is hereby determined that the price for and the terms of the Series 2023A Bonds, and the sale thereof, all as provided in the aforesaid documents, are in the best interests of the County.

SECTION 4. That this Board hereby determines that the leasing of the Facility from Colonial and the subleasing of the Facility to Colonial, which Facility shall be operated by Colonial or the Corporation as set forth above, shall provide health care to the general public without discrimination by reason of race, creed, color or national origin is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

SECTION 5. That at least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County an Agreement of Lease (the "Lease") with Colonial, whereby the County shall acquire a leasehold interest in the Facility. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Lease as aforesaid. It is hereby determined that such Lease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 6. That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Sublease (the "Sublease") with Colonial. The Sublease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Sublease as aforesaid. It is hereby determined that such Sublease will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 7. That any one or more member of this Board be and is hereby authorized and directed to execute and deliver on behalf of the County the Bond Purchase Agreement providing for the sale of the Series 2023A Bonds substantially in the form heretofore presented to this Board, so long as the terms of purchase contained therein are within the guidelines established in this Resolution. Such Bond Purchase Agreement shall set forth the principal amount, maturities and interest rate or rates on the Series 2023A Bonds, and the execution and delivery of the Bond Purchase Agreement by such member or members of this Board shall be conclusive evidence of the authorization by this Board of such principal amount, maturities and interest rate or rates on the Series 2023A Bonds.

SECTION 8. That this Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2023A Bonds bearing interest which is excludible from the gross income of the holders thereof for federal income tax purposes, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations of the County at the time such Series 2023A Bonds are issued so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. Any two members of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2023A Bonds is authorized and directed to give an appropriate certificate and/or other tax regulatory agreement on behalf of the County, on the date of delivery of said Series 2023A Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder (the "Tax Exemption Agreement").

SECTION 9. That the forms of the Lease, the Sublease, and the Bond Purchase Agreement on file with this Board, are hereby approved, with such changes therein not inconsistent with this Resolution and not substantially adverse to the County, as may be permitted by the Act and approved by the officer or officers executing the same on behalf of the County. The approval of such changes by such members or officers, and that such are not substantially adverse to the County, shall be conclusively evidenced by the execution of such Lease, Sublease, Bond Purchase Agreement, Tax Exemption Agreement, and other documents and assignments by any member of this Board or other authorized officer of this County.

Each member of this Board and any other authorized officer of this County is hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2023A Bonds and the Bond Purchase Agreement to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2023A Bonds and Bond Purchase Agreement shall be effected, including taking all actions necessary to complete the sale of the Series 2023A Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Any one or more member of this Board or any other authorized officer of this County is also hereby separately authorized to take any and all actions and to execute and/or file such financing statements, assignments, certificates, IRS Forms 8038, and other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as Bond Counsel, in order to effect the issuance of the Series 2023A Bonds and the intent of this Resolution. Any one or more member of this Board, the Clerk of this Board, or any other appropriate officer or officers of the County, each are separately authorized to certify a true transcript of all proceedings had with respect to the issuance of the Series 2023A Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Series 2023A Bonds.

SECTION 10. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, in any Series 2023A Bond, or in the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, or other document authorized hereby, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Lease or the Sublease, shall be had against any member of this Board, or officer, official or employee, as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to any holder of any Series 2023A Bond, or otherwise, of any sum that may be due and unpaid by the County upon any of the Series 2023A Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member or officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or any receiver thereof, or for or to the owner or any holder of any Series 2023A Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 2023A Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and the issuance of the Series 2023A Bonds.

SECTION 11. That in addition to other covenants of the County in this Resolution, the County further covenants and agrees as follows:

(i) The County will, solely from the sources herein or in the Bond Purchase Agreement and the Series 2023A Bond Documents provided, pay or cause to be paid the principal of, premium, if any, and interest on each and all Series 2023A Bonds on the dates, at the places and in the manner provided herein, in the Bond Purchase Agreement and the Series 2023A Bonds.

(ii) The County will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Series 2023A Bonds, the Lease, the Sublease, the Tax Exemption Agreement, the Bond Purchase Agreement and in all proceedings of the County pertaining to the Series 2023A Bonds. This Board warrants and covenants on behalf of the County that it is, and upon delivery of the Series 2023A Bonds will be, duly authorized by the laws of the State of Ohio, including particularly and without limitation the Act, to issue the Series 2023A Bonds and to execute the Lease, the Sublease, the Tax Exemption Agreement, the Bond Purchase Agreement, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Series 2023A Bonds in the manner and to the extent herein and in the Bond Purchase Agreement and the Series 2023A Bond Documents set forth; that all actions on its part for the issuance of the Series 2023A Bonds and execution and delivery of the Lease, the Sublease, the Bond Purchase Agreement, the Tax Exemption Agreement, and all other documents to be executed by it in connection with the issuance of the Series 2023A Bonds, have been or will be duly and effectively taken; and that the Series 2023A Bonds will be valid and enforceable special obligations of the County according to the terms thereof. Each provision of this Resolution, the Bond Purchase Agreement, the Lease, the Sublease, the Tax Exemption Agreement, and each Series 2023A Bond, and all other documents to be executed by the County in connection with the issuance of the Series 2023A Bonds, is binding upon each member of this Board and each officer of the County as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of this Board and the County and of its officers and employees undertaken pursuant to such proceedings for the Series 2023A Bonds is established as a duty of the County and of each such officer and employee having authority to perform such duty.

SECTION 12. That, as provided herein and in the Bond Purchase Agreement, the Series 2023A Bonds shall be: (i) payable solely from the Rent Repayments, the pledged funds under the Bond Purchase Agreement, and from any amounts payable under the Series 2023A Obligation, and (ii) secured by (a) an absolute and irrevocable assignment of and first lien on and security interest in the Rent Repayments and the pledged funds under the Bond Purchase Agreement, and (b) the Series 2023A Obligation. Nothing in this Resolution, the Series 2023A Bonds or the Bond Purchase Agreement shall constitute a general obligation, debt or bonded indebtedness of the County or a pledge of the County's faith and credit, and further, nothing therein gives the holders of Series 2023A Bonds, and they do not have, the right to have excises or taxes levied by the County, or by the State of Ohio or the taxing authority of any other political subdivision, for the payment of debt service on the Series 2023A Bonds, but such Series 2023A Bonds are payable solely from the Rent Repayments, the pledged funds under the Bond Purchase Agreement and the Series 2023A Obligation as provided herein, and each Series 2023A Bond shall contain on the face thereof a statement to that effect.

SECTION 13. That the appropriate officers of the County, including any one or more members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and sale of the Series 2023A Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2023A Bonds with the Code and including conveyances of title to real and personal property. Such documents including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

SECTION 14. That this Board, as the “applicable elected representative” of the County for purposes of Section 147(f) of the Code, hereby approves the issuance of the Series 2023A Bonds in the maximum principal amount of \$25,000,000. Based on representations of the Corporation and Colonial to this Board, the proceeds of the Series 2023A Bonds will be used for the purposes of financing the Project consisting of (i) financing, refinancing, or reimbursing costs of acquiring, constructing, improving, renovating and/or furnishing an existing 101-unit assisted living and assisted living memory care community including the approximately 8.94 acre parcel site, located at 5373 Merten Drive, Mason, Ohio 45040, and property contiguous and/or adjacent thereto, (ii) funding capitalized interest; (iii) financing the costs of routine capital expenditures of Colonial and/or the Corporation; and (iv) paying certain costs of issuance of the Series 2023A Bonds. The expected initial legal owners or principal users of the Project are or will be the Corporation and/or Colonial.

SECTION 15. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

SECTION 16. That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 17. That all defined terms used in this Resolution and not otherwise defined herein shall have the respective meanings given to them in the Bond Purchase Agreement or the Sublease, the forms of which are on file with this Board.

SECTION 18. That this Resolution shall be effective from and after its adoption.

_____ seconded the motion and the roll called for adoption of the foregoing Resolution, the vote resulted as follows:

AYES: _____

NAYS: _____

ABSTENTION: _____

ADOPTED this ____ day of _____, 2023.

Clerk, Board of County Commissioners
County of Warren, Ohio

31478896

CERTIFICATE

The undersigned, Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution passed by said Board on _____, 2023, together with an extract from the minutes of the meeting at which passed to the extent pertinent thereto.

Clerk, Board of County Commissioners
County of Warren, Ohio

31478896

To: Warren County Board of County Commissioners

From: Sheriff Larry L. Sims

Date: September 12, 2023

Re: Jail-Food Services

BOCC,

We were recently approached by our jail food services contractor, Aramark, with a request to increase the cost per meal by 25%. They are citing market increases which have placed their profit margin into negative earnings.

History

We have used Aramark as our food service provider since approximately 2012. Throughout the years there have been several re-bids, with Aramark winning the contract each time. Most recently, we completed an RFP process in 2021, and are moving into year three of a five-year contract.

Through fiscal management and basing off of the cost per meal (275-300 inmate), since 2019 our cost per meal has increased by only 8%.

It is safe to say, Aramark has a very strong presence in the Ohio corrections food service market, and we are very satisfied with the performance overall.

Current Market

The contract and annual renewal allow for mutually agreed price increases. In the event the parties cannot reach an agreement, parties agree to use the CPI (food away from home), or a maximum of 10%. In 2022 we followed the CPI and agreed upon a price increase of 8.5%. As it stands currently, the CPI increase would be 7.1%. This low number does not tell the whole story though as large increases are being seen all throughout the state in our profession as verified by our research.

- Knox County Sheriff's Office-40% increase over the last five years-local food provider.
- Highland County Sheriff's Office-45% increase in 2023 from 2022-Aramark
- Crawford County Sheriff's Office-8% increase in 2023 from 2022-Aramark to Summit

- Ashtabula County Sheriff's Office-100% increase since 2020-local food provider
- Loraine County Sheriff's Office-20% increase since 2022-28% since 2020-Tigg's Canteen Service
- Butler County Sheriff's Office-45% increase-They completed the RFP process in April of this year, and although Aramark was their previous supplier, they still came in as the lowest bidder.

Below are additional increased across the region provided by Aramark:

RFP Results					
<i>Past 180 days</i>					
Facility Name	State	Prior		Post RFP	
		Cost per Meal	Cost per Meal	Cost per Meal	% Increase
Ulster County	NY	\$ 2.348	\$ 3.486		48.5%
Lucas County	OH	\$ 1.767	\$ 2.576		45.8%
Butler County	OH	\$ 1.102	\$ 1.598		45.0%
Cecil County	MD	\$ 2.456	\$ 3.409		38.8%
Stark County CCC	OH	\$ 2.395	\$ 3.224		34.6%
Lancaster County Juvenile	PA	\$ 5.257	\$ 6.691		27.3%
Caroline County	MD	\$ 3.638	\$ 4.628		27.2%
Wayne County	NC	\$ 1.740	\$ 2.186		25.6%
Danville City	VA	\$ 1.909	\$ 2.351		23.2%
Henrico County	VA	\$ 1.646	\$ 1.976		20.0%
Average		\$ 2.426	\$ 3.213		32.4%

Proposal

Current

Proposal

Attachment A				Attachment A			
Waren County, OH				Waren County, OH			
Effective October 1, 2022 through September 30, 2023				Effective October 1, 2023 through September 30, 2024			
				25% increase			
Inmate Population		Price Per Meal**		Inmate Population		Price Per Meal**	
250	274	\$	1.291	250	274	\$	1.614
275	300	\$	1.248	275	300	\$	1.560
301	325	\$	1.241	301	325	\$	1.551
326	350	\$	1.227	326	350	\$	1.534
351	375	\$	1.211	351	375	\$	1.514
376	400	\$	1.195	376	400	\$	1.494
401	425	\$	1.186	401	425	\$	1.483
426	450	\$	1.155	426	450	\$	1.444
451	475	\$	1.127	451	475	\$	1.409
476	500	\$	1.103	476	500	\$	1.379
Staff Meals		\$	3.227	Staff Meals		\$	5.000

While impossible to give an exact amount, the estimated increase is \$100,000.00 annually.

Recommendation

As we have evaluated and validated the proposal, it is clear we are paying below market value for the services provided. There are dangers associated with using the RFP process to seek a better price as Aramark has a strong presence in our state, and there is a high probability the RFP process will return with an increase greater than 25%.

Therefore, based on the facts we are recommending we agree to the price increase of 25% for the 2023/2024 contract year.