Resolution

Number 19-1097

Adopted Date _ August 27, 2019

AUTHORIZE THE POSTING OF THE "ALTERNATIVE RESPONSE CASEWORKER I OR II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Alternative Response Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 28, 2019.

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

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

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

 $\overline{\Gamma}$ ina Osborne, Clerk

H/R

cc:

Children Services (File)

S. Spencer - OMB

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 19-1098

Adopted Date

August 27, 2019

AMEND RESOLUTION #18-1339 RELATIVE TO THE TOTAL CONTRACT PRICE AND AUTHORIZE COUNTY ADMINISTRATOR TO APPROVE CHANGE ORDER #1 WITH DIAMOND CORING COMPANY, INC. FOR THE WARREN COUNTY AIRPORT RUNWAY PAVEMENT GROOVING PROJECT

WHEREAS, pursuant to Resolution #18-1339 adopted August 28, 2018 this Board entered into contract with Diamond Coring Company, Inc. for the Runway Pavement Grooving Project; and

WHEREAS, a portion of the work original contained in the Diamond Coring Company contract was actually performed by Sunesis Construction Company; and

WHEREAS, it was discovered during preparation of this change order that a clerical error occurred in the original resolution and purchase order to Diamond Coring Company, that included a contract price that was \$.85 cents less than the actual bid; and

WHEREAS, in order to correct said error in the award of the contract an amendment to Resolution #18-1339, adopted August 28, 2018 is necessary; and

WHEREAS, due to the removal of a portion of the work from the Diamond Coring Company contract, an executed contract change order and decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #18,1339, adopted August 28, 2018 to reflect the correct contract price of \$86,406.69 which resulted in an increase of \$.85 cents; and

BE IT FURTHER RESOLVED, to authorize the County Administrator, to approve and execute change order #1 in the amount of \$4,041.30 with Diamond Coring Company, Inc. resulting in a decrease to purchase order #24782 and a new contract price of \$82,365.39; the change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/

cc: c/a—Diamond Coring Company, Inc.

Airport (file)

OMB

Resolution

Number 18-1339

Adopted Date August 28, 2018

ENTER INTO CONTRACT WITH DIAMOND CORING COMPANY, INC. FOR THE WARREN COUNTY AIRPORT RUNWAY PAVEMENT GROOVING PROJECT

WHEREAS, pursuant to Resolution #18-1225, adopted August 7, 2018, this Board approved a Notice of Intent to Award Contract for the Warren County Airport Runway Pavement Grooving Project to Diamond Coring Company, Inc., for a total bid price of \$86,405.84; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Diamond Coring Company, Inc., 11800 South Ewing Avenue, Chicago, IL 60617, for said project, for a total contract price of \$86,405.84; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS

Tz/

cc:

c/a—Diamond Coring Company, Inc.

T Zindel

Jeff Kramer, Stantec

Al Wolfson, WC Airport (file)

OMB Bid file

10 DESCRIPTION	(A) EST. # QUANTETY	Wei-lö Toniolpri Opmater	CEN IAU	ESTO LUNITERA FOLLADO	CE R.	FUIGE B	NIT'	TOTAL MOU	
1 S-619-5.1 Temporary Airfield Märkers: per lump sum	L.S.	,		7,389	85	7,389	85	7,389	85
2 P-621-5.1 Runway Grooving, i per sadare yard	. 27,532 S.Y.			2	87	2	8,	79,016	84
TOTAL BID							6 8	86,406	69

The signer of this Proposal, as Bidder, also declares that the only person, persons, company or parties interested in this Proposal, as principals, are named in this Proposal, that he has carefully examined the Contract Documents enumerated above, that he or his representative has made such investigation as is necessary to determine the character and extent of the Work, and he proposes and agrees that if this Proposal be accepted he will contract with the Warren County Board of Commissioners, in the form of contract hereto annexed, to provide the necessary labor, material, machinery, tools, and apparatus, and other means of construction, do all the Work required to complete the Contract within time stated in the Specifications and according to the requirements of the Warren County Board of Commissioners, as herein and hereinafter set forth, and furnish the required surety bonds for the prices contained on the previous pages.

If the foregoing Proposal shall be accepted by the Warren County Board of Commissioners, and the undersigned shall fail to execute a satisfactory Contract as stated in the Advertisement hereto attached, then the Warren County Board of Commissioners may, at its option, determine that the undersigned has abandoned the Contract, and thereupon the Proposal Bond shall be forfeited to and become the property of Warren County Board of Commissioners, and the full amount of said check shall be retained by the Warren County Board of Commissioners, or if the Proposal Bond be given, the full amount of such bond shall be paid to the Warren County Board of Commissioners as stipulated as liquidated damages and not as a penalty. These damages represent the estimated additional engineering and administrative expenses the Warren County Board of Commissioners would incur as a result of a bidder's failure to perform as above provided. If a bidder's proposal is rejected, the bond, certified check, or cashier's check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified in the Advertisement.

•	Eighty Six thousand four 69 Dollars according to the terms of the	•	•
· .	es and residences of all persons and parties in		
NAME	ADDRESS	i	
Anthony Cappello	12338 Shellbark Driv	e, Homer Glen,	IL 60491-694
			A Land Comment of the Park

Proposal

Hudson Insurance Company

Page 2 of 10

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 19-1099

Adopted Date August 27, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO APPROVE CHANGE ORDER #3 AND 4 WITH SUNESIS CONSTRUCTION COMPANY FOR THE FY2017 WARREN COUNTY AIRPORT RUNWAY REHAB AND WIDENING PROJECT

WHEREAS, pursuant to Resolution #17-1333 adopted August 29, 2017 this Board entered into contract for the FY 2017 Runway Rehab and Widening Project; and

WHEREAS, the contractor is finishing with the project and the Engineer in concurrence with the Airport Authority Board are reconciling the unit quantities for leveling course material, movement, conduit, etc. which result in the necessity of a change order increase; and

WHEREAS, Sunesis Construction Company also preformed work that was removed from the Diamond Coring contract for which a change order decrease was executed, thus necessitating a change order increase to the Sunesis Construction Company's contract; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator, to approve and execute change order #3 in the amount of \$45,229.60 and change order #4 in the amount of \$4,041.30 with Sunesis Construction Company resulting in an increase to purchase order #21022, for a new contract price of \$2,212,469.53; the change orders are attached hereto and made a part hereof.

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/

cc:

c/a—Sunesis Construction Company

Airport (file)

OMB

CHANGE ORDER

No. 3 Date: 5/20/19

Agreement Date: 8/29/17

NAME OF PROJECT: 2017 Improvements to Warren County Airport - John Lane Field, Lebanon,

Ohio Section "A": Runway Pavement Rehabilitation and Widening;

Section B": Runway Lighting

OWNER: Warren County Airport Authority

9. 26.

CONTRACTOR: Sunesis Construction Co.

Make the following changes to the CONTRACT:

·]	ESTIMATED	UNIT	
ITEM NO.	<u>DESCRIPTION</u>	<u>OUANTITY</u>	PRICE	TOTAL
P-152-4.2	Borrow Excavation	-2,545 C.Y.	\$ 4.30	\$ -10,943.50
P-155-8.2	Lime	72,703 LB.	\$ 0.09	\$ 6,543.27
P-401-8.1.1	Bituminous Leveling Course	64.62 TON	\$ 102.70	\$ 6,636.47
P-401-8.1.2	Bituminous Surface Course	512.85 TON	\$ 104.00	\$ 53,336.40
P-602-5.1	Bituminous Prime Coat	-1,724 GAL	\$ 4.80	\$ -8,275.20
P-603-5.1	Bituminous Tack Coat	-130 GAL	\$ 3.00	\$ -390.00
P-620-5.1-1	Temporary Pavement Marking	802 S.F.	\$ 0.96	\$ 769.92
P-620-5.1-2	Final Pavement Marking	9,602 S.F.	\$ 0.70	\$ 6,721.40
P-620-5.1-3	Reflective Media	585 LB.	\$ 0.40	\$ 234.00
L-108-5.1-3	No. 8 5KV Cable, in conduit	15 L.F.	\$ 3.10	\$ 46.50
L-108-5.1-4	No. 6, Bare Counterpoise Wire,	-7 L.F.	\$ 2.25	\$ -15.75
	in trench			
L-110-5.1	Extend Electrical Conduit	14 L.F.	\$ 103.00	\$ 1,442.00
L-110-5.2	Install Electrical Conduit Beneath	Pav1 L.F.	\$ 39.25	\$ -39,25
Extra	Remove and Replace Concrete Electrical Duct	-1 L.S.	\$ \$10,836.66	\$ -10,836.66

DISCUSSION: This Change Order is covers additional costs required for the following changes:

1. Addition of Runway Edge Stripes: At the request of the Airport Authority, runway edge stripes shall be added to the entire length of both sides of the runway. Each runway edge stripe shall consist of 2-6" wide stripes with 1-6" wide space (18" total width) with the outside edge of the outer stripe located approximate on the edge of the paved usable runway. Glass beads shall be applied to runway edge stripes.

2. As-built Quantities

Proposed Change to CONTRACT PRICE:	\$ 45,229.60
Original CONTRACT PRICE:	\$ 2,109,964.79
Revised CONTRACT PRICE (Incl., CO's 1 & 2)	\$ 2,163,198.63
The new CONTRACT PRICE will be:	\$ 2,208,428.23

· Branch with

CHANGE ORDER

	No	3
	Date: _	5/20/19
	Agreement Date: _	8/29/17
	_	
CONTRACTOR:	GM	7/2/19
SUNESIS CONSTRUCTION CO.	TITLE	DATE
A.K.		,
ENGINEER: LMT. CM	Project Manager	5/20/19
STANTEC CONSULTING SERVICES, INC.	TITLE	DATE
OWNER: Suppany Budel	(8-27-19
WARRENGOUNT COMMISSIONER	TITLE	DATE
OWNER:		
WARREN COUNTY COMMISSIONER	TITLE	DATE
OWNER:		D 4 700
WARREN COUNTY COMMISSIONER	TITLE	DATE

Resolution Number 19-1100

Adopted Date August 27, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO MT. PLEASANT BLACKTOPPING FOR THE FY19 FRANKLIN TOWNSHIP ROAD CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., August 20, 2019, and the bids were received, opened and read aloud for the FY19 Franklin Township Road CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that Mt. Pleasant Blacktopping is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to Mt. Pleasant Blacktopping, 3199 Production Drive, Fairfield, Ohio, for a total bid price of \$59,200.00; and

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

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

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc:

OGA (file) OMB Bid file

Resolution

_{Number} 19-1101

Adopted Date August 27, 2019

AUTHORIZE TRANSFER OF FAMILY AND CHILDREN FIRST COUNCIL RECORDS FROM WARREN COUNTY CHILDREN SERVICES TO THE WARREN COUNTY EDUCATIONAL SERVICE CENTER

WHEREAS, pursuant to R.C. 121.37(B)(5)(a), the designated administrative agent for the Warren County Family and Children First Council (FCFC) is the Warren County Educational Service Center (ESC); and

WHEREAS, from the date if inception until 2019, an FCFC Services Coordinator maintained an office located in the offices of Warren County Children Services (WCCS) and kept records relating to FCFC business and operations; and

WHEREAS, on or about July 1, 2019, the FCFC Services Coordinator position was filled by an employee of the Warren County ESC; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the transfer of all FCFC records previously kept in the offices of the county or WCCS to the Warren County ESC, where they shall remain in the custody and control of the Warren County ESC and the FCFC.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

jc/

cc: Children Services (file)

Warren County Educational Service Center (file)

Jen Haney Conover, Records Center

Resolution

Number_19-1102

Adopted Date _ August 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made a part hereof:

Elite Welding Company 9740 Near Drive Cincinnati, Ohio 45246

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

Mrs. Jones - yea Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—OhioMeansJobs Warren County

OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Elite Welding Academy, 9740 Near Drive, Cincinnati, Ohio 45246, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

Shannon Jones, President

8 21 19 Date

Contractor

Authorized Contractor Signature

——*t* Date

Typed Name of Authorized Contractor

Date!

Approved as to form:

Keith Anderson, Asst. Prosecutor

8-23-19

Date



B L L T

Purchase Order

Fiscal Year 2019

Page: 1 of: 1

Purchase 26624 Order#

MOSLEY, MARK 9740 NEAR DRIVE CINCINNATI, OH 45246 Fax: 513-874-7473

SH-P TO

WARREN COUNTY OHIO MEANS JOBS 300 E. SILVER STREET LEBANON, OH 45036

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Vend	tor (Phone (Num)	ier V	ndon.	axınımber.	Requisi	lon Numl	iero Pa		e a Deli	very/Reference	
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Date/A	pproved Ven	der Numa	er I D	ale Require	or kwy	#Freight	Methedall	erma / -		⊹, Depanimeni/L	ocation
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	REQD TUITIO CCMEP/TANI GL Account:	= \$10000)		S TXTBK		A 0,000.00	1.	EACH	\$10,000.00	\$10,000.00

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Matt Molan Warren County Auditor



\$10,000.00

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_ 19-1103

Adopted Date August 27, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Host Agency Training Agreement with the following agency, as attached hereto and made part hereof:

AARP Foundation 5320 E. Main St., Suite 600 Whitehall, OH 43213

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

Mrs. Jones - yea Mr. Grossmann - yea

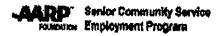
Mr. Young – yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—OhioMeansJobs Warren County OhioMeansJobs (file)



HOST AGENCY AGREEMENT

Host

Ohio Means Jobs Warren County FEIN:

Agency:

300 E. Silver St., Lebanon, OH - 45036

Address: Phone:

(513) 695-1130 Ext:

Fax:

(513) 695-2985

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

This Agency is:

A Non-Profit Organization
(Tax exempt under the Internal Revenue code 501(e)(3)

Participant Supervisor(s)
Compensated With Federal Funds



A Public Organization

Participant Supervisor(s) NOT Compensated With Federal Funds

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- The host agency agrees to support SCSEP objectives and will consider employment positions(s), if a vacancy arises.
- 2. The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason.
- 3. It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stemps, SSI/SSD, and Medicaid.
- 4. It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
- · Accept referrals and interviews for employment outside the program;
- Conduct an ongoing search for unsubsidized employment as specified in the individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
- Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
- Register and maintain registration with the State Employment Service and/or One Stop Center;
- Attend job search training, job clubs, participant meetings, etc., when and engage in continuing unsubsidized job search activities.

- 5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance, SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.
- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant slipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.
- 10 The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.
- 11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.
- 12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency falls to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety Issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP
 Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised
- 13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of

the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims orising from participant conduct under express instructions from the Host Agency as part of participants's assignment, claims of unpuid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute. AARP Foundation performance. The obligations of each party to indomnify the other shall survive the termination or expiration of this Agreement.

LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts by omission, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform Work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

FULL VEGAL NAME

- 18) it is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- 19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain driginal participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.
- 20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.
- 21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Signature: Muun	Date: 8/27/19
Full Legal Shannan Jones Name:	- Title: President
Effective PY 2019 (7/2019)	APPROVED AS TO FORM Keith W. Anderson Asst. Prosecuting Attorney
AARP FOUNDATION SIGNATURE	DATE 8/20/19
STEPHEN ALAN AUBRIGHT	PROJECT DIRECTOR

TITLE

Resolution Number 19-1104

Adopted Date August 27, 2019

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS - WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED:

- To certify the attached list of delinquent water and/or sewer accounts to the property 1. owner's real estate tax record. A copy of which is attached hereto and made a part hereof.
- That the Clerk of this Board is hereby directed to forward a copy of this Resolution to the 2. Warren County Auditor.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor (certified)

Water/Sewer (file)

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 27th day of August, 2019.

Matt Nolan

Warren County Auditor

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_19-1105

Adopted Date August 27, 2019

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 54 expired ballistic vests

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Sheriff (file)

Auditor – B. Quillen

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_ 19-1106

Adopted Date _August 27, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/20/19 and 8/22/19 as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Auditor -

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 19-1107

Adopted Date August 27, 2019

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

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

WHEREAS, it is necessary to approve a supplemental appropriation in order to make a timely payments; and

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

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

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

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Auditor ______ Supplemental Appropriation file

Facilities Management (file)

OMB

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE CONSTRUCTION PROJECT FUND #4499

BE IT RESOI	LVED, t	o approve the following	ng supplemental approp	oriation:
\$64,000.00	into	BUNCHESSUSSET	44993725-5320	(Capital Projects)
M moved for the following			olution being seconded	by M. Upon call of the roll,
M M M				
Resolution ad	opted th	nis day of August 201	19.	
			BOARD OF COUNT	TY COMMISSIONERS
			Tina Osborne, Clerk	
ce: Audite	or			

Supplemental Appropriation file

Facilities (file)

T Zindel

to be ratified 8/27/19 Birdel

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_19-1108

Adopted Date August 27, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH PRUS PROPERTIES, LLC. FOR THE VILLAGES OF CLASSICWAY, SECTION 6 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to appove the following security release:

RELEASE

Bond Number

16-015 (W/S)

Development

The Villages of Classicway, Section 6

Developer

Prus Properties, LLC

Township

Hamilton

Amount

\$19,650.00

Surety Company

Ohio Farmers Insurance Company (7879365)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc:

Prus Properties, LLC., 5325 Wooster Road, Cincinnati OH 45226

Ohio Farmers Insurance Company, One Park Circle, Westfield Center, OH 44251

Water/Sewer (file) Bond Agreement file

Resolution Number 19-1109

Adopted Date _ August 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD., FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FOUR, PHASE B SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number

14-002 (P/S-M)

Development Developer

Shaker Run, Section Four, Phase B

Grand Communities, Ltd.

Township

Turtlecreek

Amount

\$48,209.15

Surety Company

Westchester Fire Ins. Co. (K09018438)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Grand Communities, Ltd., Attn: D. DiCarlo, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018

Westchester Fire Ins. Co., 525 West Monroe St., Ste 700, Chicago, IL 60661

Engineer (file)

Bond Agreement file

Resolution Number 19-1110

Adopted Date _ August 27, 2019

APPROVE GOLF CLUB DRIVE AND LAPWING COURT IN SHAKER RUN, SECTION FOUR, PHASE B FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Golf Club Drive and Lapwing Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2436-T	Golf Club Drive	0'-29'-0'	0.220
2545-T	Lapwing Court	0'-29'-0'	0.031

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Map Room (Certified copy)

Township Trustees

Ohio Department of Transportation

Engineer (file)

Developer

Bond Agreement file



TURTLECREEK TOWNSHIP 670 N. STATE ROUTE 123 LEBANON, OHIO 45036-9512

PHONE: (513) 932-4902 FAX: (513) 932-3654

August 12, 2019

Warren County Engineer's Office Attn: Jason Fisher 105 Markey Road Lebanon, Ohio 45036

Re: Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Dear Mr. Fisher:

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

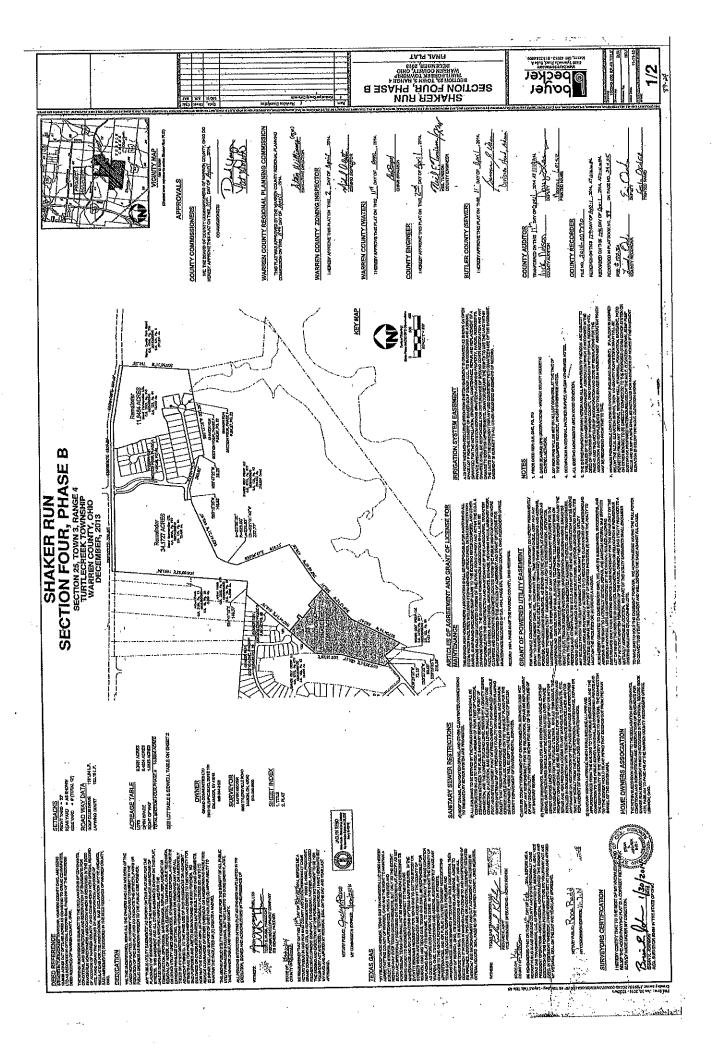
Yours truly.

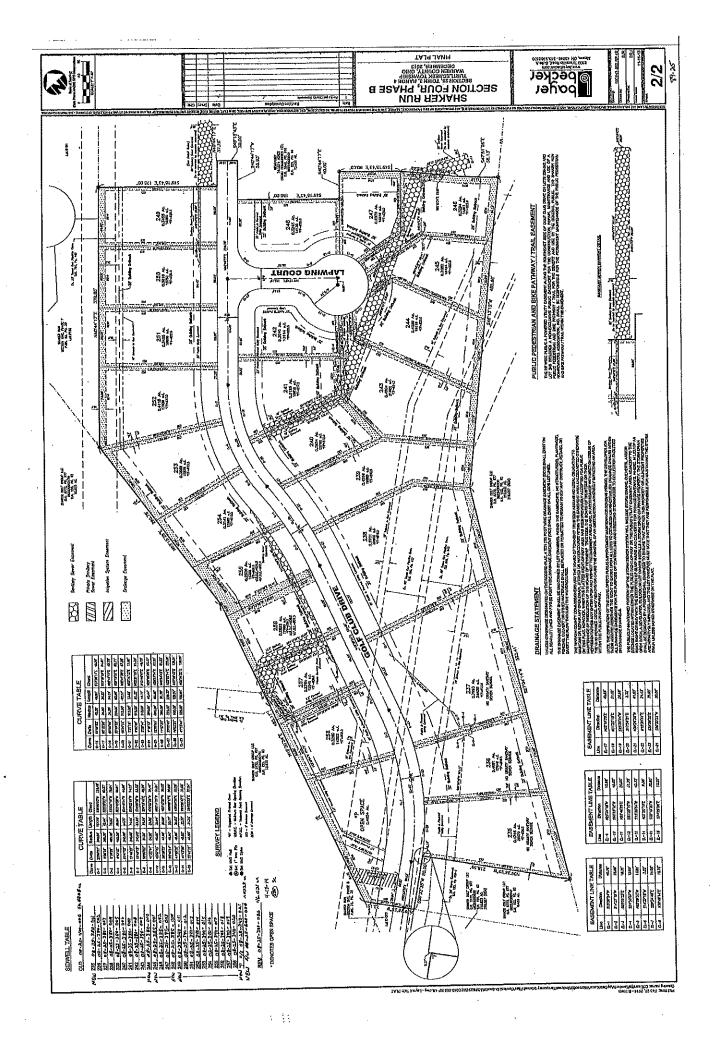
James VanDeGrift Chairperson

JV/tb

Cc: Ron Chasteen, Turtlecreek Township Road Supervisor

File





Resolution

Number 19-1111

Adopted Date August 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD., FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FOUR, PHASE E SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number

15-009 (P/S-M)

Development

Shaker Run, Section Four, Phase E

Developer

Grand Communities, Ltd.

Township

Turtlecreek

Amount

\$30,181.52

Surety Company

Westchester Fire Ins. Co. (K09244505)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Grand Communities, Ltd., Attn: D. DiCarlo, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018

Westchester Fire Ins. Co., 525 West Monroe St., Ste 700, Chicago, IL 60661

Engineer (file)

Bond Agreement file

Resolution Number 19-1112

Adopted Date August 27, 2019

APPROVE BEAR LAKE DRIVE AND HUNTING HAWK DRIVE IN SHAKER RUN, SECTION FOUR, PHASE E FOR PUBLIC MAINTENANCE BY TURTLECREEK **TOWNSHIP**

WHEREAS, the Warren County Engineer has verified that Bear Lake Drive and Hunting Hawk Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2556-T	Bear Lake Drive	0'-29'-0'	0.047
2533-T	Hunting Hawk Drive	0'-29'-0'	0.060

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Map Room (Certified copy)

Township Trustees

Ohio Department of Transportation

Engineer (file)

Developer

Bond Agreement file



TURTLECREEK TOWNSHIP 670 N. STATE ROUTE 123 LEBANON, OHIO 45036-9512

PHONE: (513) 932-4902 FAX: (513) 932-3654

August 12, 2019

Warren County Engineer's Office Attn: Jason Fisher 105 Markey Road Lebanon, Ohio 45036

> Re: Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

James VanDeGrift **Chairperson**

JV/tb

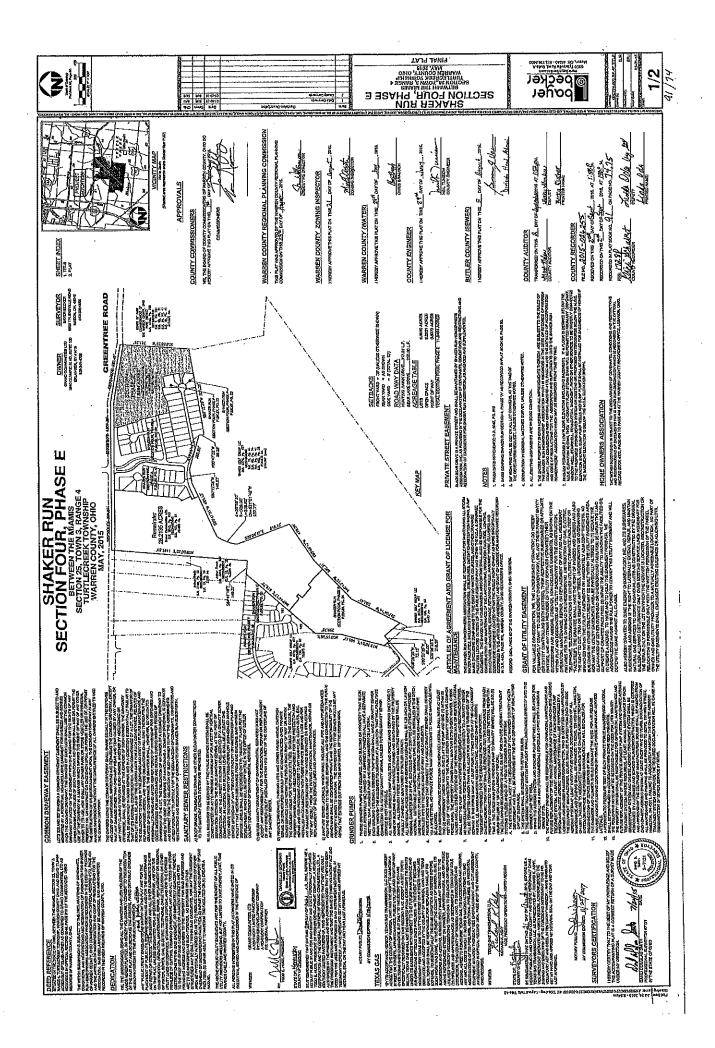
Cc: Ron Chasteen, Turtlecreek Township Road Supervisor File

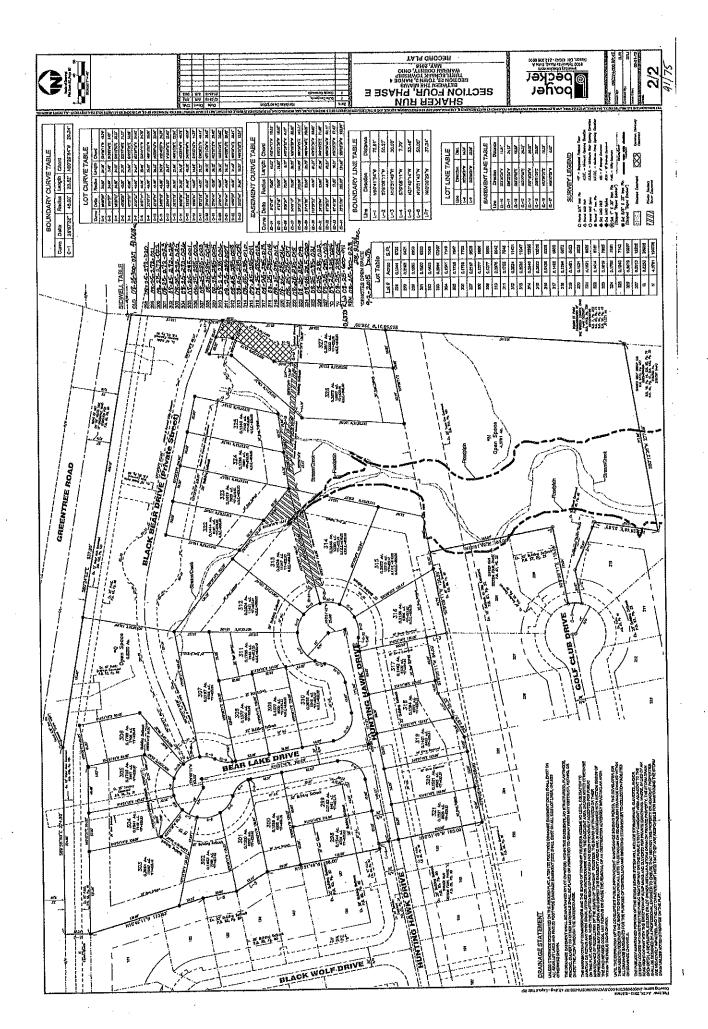
Daniel Jones, Trustee

TURTLECREEK TOWNSHIP BOARD OF TRUSTEES James VanDeGrift, Trustee

Amanda K Childers, Fiscal Officer Jonathan D. Sams, Trustee

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M. BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.





Resolution

Number 19-1113

Adopted Date August 27, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD., FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE A SITUATED IN TURTLECREEK TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number

14-022 (P/S-M)

Development Developer

Shaker Run, Section Five, Phase A

Grand Communities, Ltd.

Township

Turtlecreek \$56,187.88

Amount Surety Company

Westchester Fire Ins. Co. (K0913332A)

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

ce: Grand Communities, Ltd., Attn: D. DiCarlo, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018

Westchester Fire Ins. Co., 525 West Monroe St., Ste 700, Chicago, IL 60661

Engineer (file)

Bond Agreement file

Resolution Number 19-1114

Adopted Date August 27, 2019

APPROVE GOLF CLUB DRIVE AND MULBERRY COURT IN SHAKER RUN, SECTION FIVE, PHASE A FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Golf Club Drive and Mulberry Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2436-Т	Golf Club Drive	0'-29'-0'	0.043
2555-T	Mulberry Court	0'-29'-0'	0.106

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Map Room (Certified copy)

Township Trustees

Ohio Department of Transportation

Engineer (file)

Developer

Bond Agreement file



TURTLECREEK TOWNSHIP 670 N. STATE ROUTE 123 LEBANON, OHIO 45036-9512

PHONE: (513) 932-4902 FAX: (513) 932-3654

August 12, 2019

Warren County Engineer's Office Attn: Jason Fisher 105 Markey Road Lebanon, Ohio 45036

Re: Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Dear Mr. Fisher:

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run, Section Four, Phase "B", Phase "E" and Section Five, Phase "A"

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

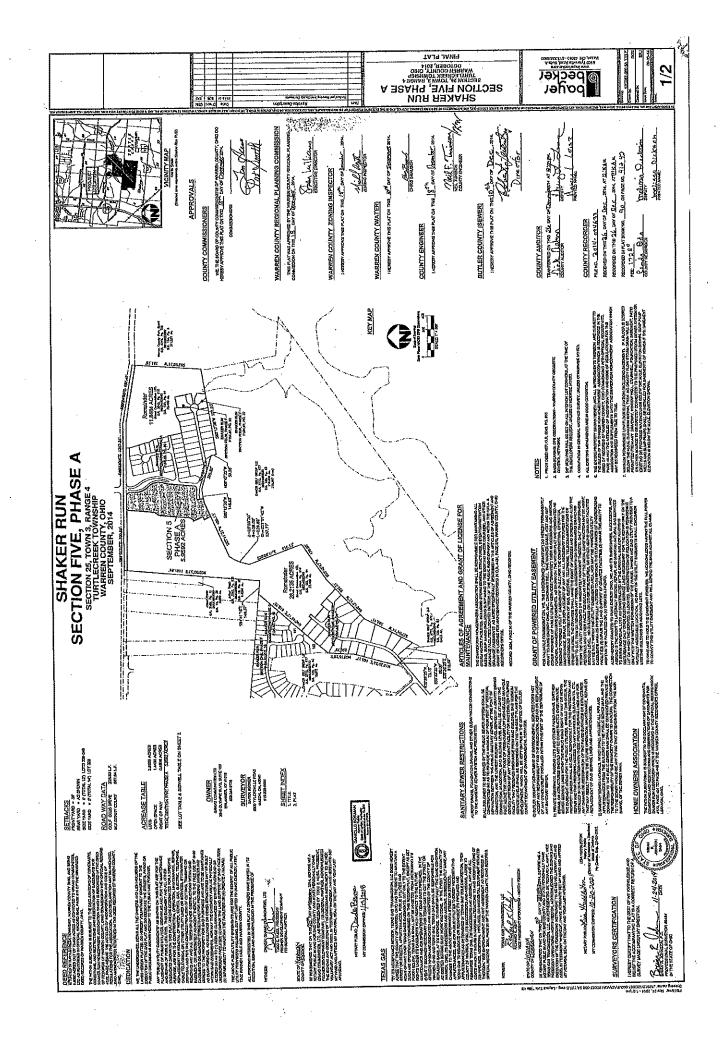
Yours truly,

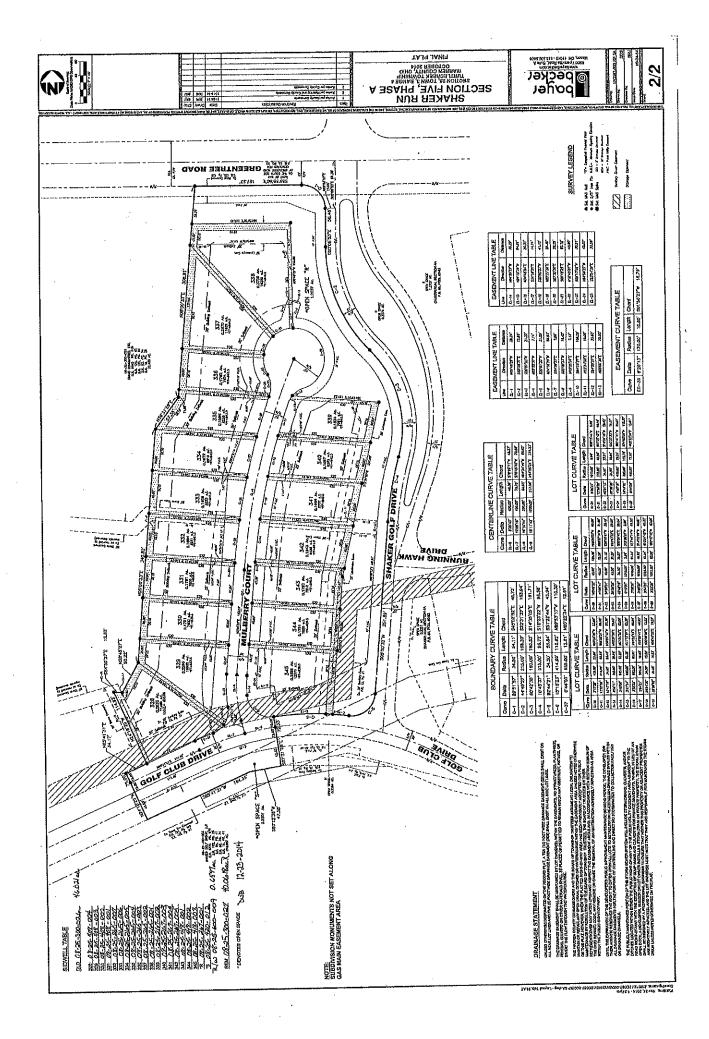
James VanDeGrift Chairperson

JV/tb

Cc: Ron Chasteen, Turtlecreek Township Road Supervisor

File





Resolution

Number 19-1115

Adopted Date August 27, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS FOR WARREN COUNTY OHIO MEANS JOBS FUND #2258

WHEREAS, due to receiving additional funds from the state for 2019, an amended certificate and supplemental appropriations are needed for fund #2258; and

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2258 in the amount of \$88,618.00; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

\$32,618.00

into

22585800-5400

(Prch Services)

\$56,000.00

into

22585800-5663

(Cls Training Adult)

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young – yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor

Amended Certificate file Supplemental App file OhioMeansJobs (file)

OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Roy. Code , Sec 3705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 23, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2019	Taxes	Other Sources	Total
			,	
Workforce Investment Act Fund	\$7,622.55	\$0.00	\$664,548.68	\$672,171.23
Fund 2258				·····
1				
		- Vella Assession Rivers		. <u> ,</u>
		<u> </u>		
		,		
				······································
				····
			<u> </u>	
TOTAL	\$7,622.55	\$0.00	\$664,548.68	\$672,171.2

100)	
Mott Nolangue		
_)	
)		Budget
)	Commission

AMEND 1916 2258 42170 +88,618,00

AUG23 '19 RCVD

Resolution

Adopted Date _ August 27, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO GRANTS ADMINISTRATION FUND #2251

WHEREAS, it is necessary to increase appropriations in Fund #2251 COAP Grant, and

BE IT RESOLVED, to approve the following supplemental appropriation:

\$8,000.00

into

#225111115400 (COAP GRANT - Purchased Service)

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc:

Auditor

Supplemental App. file

OGA (file) **OMB**

Resolution

Adopted Date ___August 27, 2019

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

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 6	55.00	into	BUDGET-BUDGET	22891220-5910	(Other Expenses)
\$ 2,0	10.00	into	BUDGET-BUDGET	22891224-5910	(Other Expenses)
\$ 12	25.00	into	BUDGET-BUDGET	22891225-5910	(Other Expenses)
\$ 10,0	00.00	into	BUDGET-BUDGET	22891227-5400	(Purchased Services)
\$ 1,0	060.00	into	BUDGET-BUDGET	22891227-5910	(Other Expenses)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor v Supplemental App. file Common Pleas (file)

Resolution

Number_19-1118

Adopted Date August 27, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

\$47,045,600.17

into #44953712-5320

(Capital Projects)

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor _____

Supplemental Appropriation file Facilities Management (file)

OMD C Changement

OMB - S. Spencer

Resolution

Number_ 19-1119

Adopted Date August 27, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY INSURANCE FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:

\$70,000.00

into

#66371113-5910

(Commissioners Insurance – Other Expense)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental Appropriation file

OMB (file)

Resolution

Number 19-1120

Adopted Date ____August 27, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS 11012210 AND FROM 11012210 INTO 11012211

BE IT RESOLVED, to approve the following appropriation adjustments:

\$50,000.00	from	11012210-5820	(Health & Life Insurance)
	into	11012210-5114	(Overtime)
\$5,400.00	from	11012210-5811	(PERS)
	into	11012211-5114	(Overtime)
\$4,500.00	from	11012210-5811	(PERS)
	into	11012211-5811	(PERS)

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Sheriff's Office (file)

Resolution

Number__19-1121

Adopted Date August 27, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 3,000.00	from	#11012500-5210	(Materials & Supplies) (Data Bd Approv Non Cap)
\$ 5,000.00	from	#11012500-5318	
\$10,000.00	from	#11012500-5400	(Purchased Services)
\$15,000.00	from	#11012500-5830	(Workers Comp)
\$33,000.00	into	#11012500-5310	(Vehicles Capital Outlay)

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

Mrs. Jones - yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adj. file

Juvenile (file)

Resolution

Number 19-1122

Adopted Date August 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM GRANT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5000.00

from

22471242-5410

(Contracts BOCC Approved)

into

22471242-5114

(Overtime)

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor_

Appropriation Adj. file

Juvenile (file)

Resolution

Number 19-1123

Adopted Date _ August 27, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,750.00

from 22701240-5102 (Regular Salaries)

\$1,850.00

22701240-5881 (Sick Leave Payout) into

\$3,900.00

22701240-5882 (Vacation Leave Payout) into

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file

Juvenile (file)

Resolution

Number 19-1124

Adopted Date August 27, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000

from #66191110-5102

(Vehicle Main. Regular Salary)

into

#66191110-5114

(Vehicle Main. Overtime)

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

Mrs. Jones – yea

Mr. Grossmann - yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adj. file

Garage (file)

Resolution

Number 19-1125

Adopted Date August 27, 2019

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$12.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

Mrs. Jones - yea

Mr. Grossmann – yea

Mr. Young - yea

Resolution adopted this 27th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor (certified)

Engineer (file)