

Resolution

Number 19-1197

Adopted Date September 17, 2019

HIRE PATRICIA DIANE LOCKARD AS A SOCIAL SERVICE WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Patricia Diane Lockard, as a Social Service Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 7, \$16.46 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective September 23, 2019, subject to a negative drug screen, background check and a 365-day probationary period; and


BE IT FURTHER RESOLVED, that Ms. Lockard will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
P. Lockard's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1198

Adopted Date September 17, 2019

ADVERTISE FOR BIDS FOR THE FY19 CITY OF FRANKLIN SHAWN DRIVE STORM SEWER CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY19 City of Franklin Shawn Drive Storm Sewer CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of September 29, 2019; bid opening to be October 15, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1199

Adopted Date September 17, 2019

AUTHORIZE PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM

WHEREAS, Ohio Revised Code Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, Warren County Board of Commissioners authorized the purchase of three replacement vehicles for Warren County Transit Service

NOW THEREFORE BE IT RESOLVED:

SECTION I: That the Warren County Board of Commissioners requests to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B); and

SECTION II: That the Warren County Board of Commissioners agree to be bound by all the terms and conditions as the Director of Transportation prescribes; and

SECTION III: That the Warren County Board of Commissioners agree to directly pay vendors, under each contract of the Ohio Department of Transportation in which Warren County participates, for items it receives pursuant to the contract; and


SECTION IV: That the Warren County Board of Commissioners agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B).

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA
Transit (file)

ODOT (certified copy)
OMB

Resolution

Number 19-1200

Adopted Date September 17, 2019

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and enter into a contract with the Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/19, ending 09/30/20; contract attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Children Services
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

WHEREAS, the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families in Warren County.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in detail in Exhibit I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
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Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **October 1, 2019** and shall terminate on **September 30, 2020**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2020**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave,

pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of

the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which

may be suffered by its employees in accord with 20 CFR 692.22.

16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

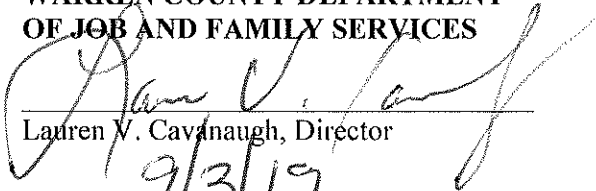
ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

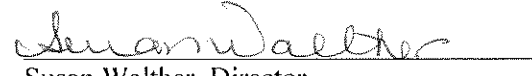
**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**



Lauren V. Cavanaugh, Director
9/3/19

Date

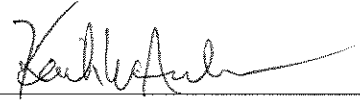
**WARRENCOUNTY
CHILDREN SERVICES**



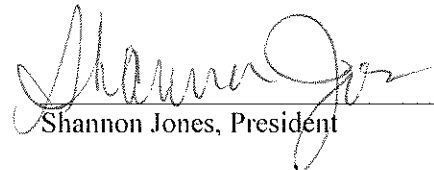
Susan Walther, Director
9-3-19

Date

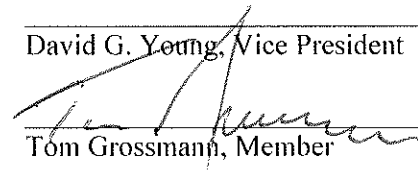
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Shannon Jones, President

David G. Young, Vice President


Tom Grossmann, Member
9/17/19

Date

Exhibit A

Warren County Children Services
Title XX TANF Transfer Proposal for SFY 2019-2020
416 S. East Street
Lebanon OH 45036
513-695-1538
Susan Walther, Director

Description of Services

This Title XX TANF Transfer contract will provide funds to Warren County Children Services (WCCS) for costs associated with providing services to families and eligible children placed with relatives or in Kinship homes. These services include, but are not limited to:

- Intake and investigations
- Providing case management services
- casework counseling
- parenting education
- diagnostic and assessment services
- homemaker services

This contract is intended to assist eligible children so that they can be cared for in the homes of relatives or kin and not be placed in a Foster home.

Title XX TANF Transfer services as described above and provided by WCCS can be delivered to eligible children who are below 200% of the poverty level. These Title XX TANF Transfer funds will augment the various Federal, State, and County funds currently received to deliver mandated services as defined in the Ohio Revised Code and Ohio Administrative Code.

Anticipated Outcomes

Provision of services to these families will allow them to maintain the children in the Relative or Kinship home. Services will be child-centered and family preservation will be the outcome. It is expected these services will also help to maintain the family's self-sufficiency in keeping the children in the relative or kin home and out of a foster home. Specific case outcomes will be tracked as to satisfactory or unsatisfactory completion of case plans. We will measure the length of service time for each family from the beginning of each case episode to the end.

Resolution

Number 19-1201

Adopted Date September 17, 2019

APPROVE AN AMENDMENT NO. 3 TO THE ENGINEERING CONTRACT WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, Warren County entered into a Consulting Services Contract with Strand Associates, Inc. by Resolution #18-0163 on February 8, 2018 for the Lytle Five Points-Bunnell Hill Road Roundabout Project, and approved amendment #1 to the agreement by Resolution #18-1915 on December 11, 2018, and approved amendment #2 to the agreement by Resolution #19-0461 on April 16, 2019; and


NOW THEREFORE BE IT RESOLVED, to approve amendment #3 to the Consulting Services contract with Strand Associates, Inc., as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Strand Associates, Inc.
Engineer (file)

Amendment No. 3 to Exhibit 1

**Scope of Services
Lytle-Five Points Road (CR 46) and Bunnell Hill Road (TR 128) Roundabout**

WHEREAS, the Warren County Board of Commissions (COUNTY) requires a change in scope to the engineering services provided by Strand Associates, Inc.[®] (ENGINEER) under the Consulting Services Contract for Engineering Design Services Lytle-Five Points Road-Bunnell-Hill Road Roundabout entered into on February 18, 2018, pursuant to Resolution No. 18-0163 (hereinafter "AGREEMENT"), whereby ENGINEER will provide the following additional Services to the Warren County Engineer (COUNTY ENGINEER).

1. Locate the finished floor elevations for the residences of 15, 35, and 55 Lytle-Five Points Road and 8956 Bunnell Hill Road and locate additional surface features not previously collected that are related to the sanitary sewer extension.
2. Evaluate up to two alternatives for the horizontal alignment of the sanitary sewer extension.
3. Design approximately 450 feet of new sanitary sewer for future service to the residences of 15, 35, and 55 Lytle-Five Points Road and 8956 Bunnell Hill Road. The design will include a horizontal and vertical alignment connecting to the existing sanitary sewer system.
4. Prepare 50 percent drawings for COUNTY ENGINEER review. The following drawings will be included:
 - a. Sanitary sewer plan and profile sheet (maximum of two)
 - b. General notes sheet (one new sheet)
 - c. Typical detail sheets
5. Prepare final drawings addressing one set of consolidated comments provided by COUNTY ENGINEER.
6. Update the opinion of probable construction cost to include the pay items, quantities, and costs related to the sanitary sewer extension.
7. Prepare easement exhibits and legal descriptions for a new utility easement on 15, 35, and 55 Lytle-Five Points Road and 8956 Bunnell Hill Road. A maximum of one per property is anticipated, including permanent and temporary easement documentation.

Schedule

ENGINEER will provide all deliverables as listed in this Amendment on or before October 25, 2019.

Compensation

COUNTY ENGINEER shall compensate ENGINEER for Scope items No. 1 through No. 6 listed in this Amendment a lump sum of \$17,000.

COUNTY ENGINEER shall compensate ENGINEER an additional \$1,325 for each easement exhibit and legal description listed in Scope item No. 7 in this Amendment for a total not to exceed \$5,300.

Unless specifically stated above, no other amendment to the AGREEMENT shall be made, and all other terms and conditions of the AGREEMENT shall remain in full force in effect.

Execution by the Parties :

ENGINEER :

IN EXECUTION WHEREOF, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by Joseph M. Bunker, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Joseph M. Bunker
PRINTED NAME: Joseph M. Bunker
TITLE: Corporate Secretary
DATE: 8/23/19

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 19-1201 dated 9/17/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 9/17/19

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: David P. Fornshell
Assistant Prosecuting Attorney

Resolution

Number 19-1202

Adopted Date September 17, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/10/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1203

Adopted Date September 17, 2019

APPROVE BOND RELEASE FOR WELLSRING BAPTIST CHURCH FOR COMPLETION OF IMPROVEMENTS IN WELLSRING BAPTIST CHURCH SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Wellspring Baptist Church
Developer	:	Wellspring Baptist Church
Township	:	Clearcreek
Amount	:	\$16,822.00
Surety Company	:	Morgan Stanley Certified Check #923013594

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 19-1204

Adopted Date September 17, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the third of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$15,799.92	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 19-1205

Adopted Date September 17, 2019

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2019 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$73,500.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 4900	(CSEA - County Share)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 19-1206

Adopted Date September 17, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AUDITOR'S FUND 11011990

WHEREAS, a supplemental appropriation is needed to cover Auditor and Treasurer fees for the 2nd half 2019 Real Estate and Manufactured Homes settlements; and

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


9,200.00 into # 11011990-5910 (Tax Settlement Fees-Other)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ✓
Supplemental App. file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1207

Adopted Date September 17, 2019

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 25,000.00 into BUDGET-BUDGET 22891227-5400 (Purchased Services)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1208

Adopted Date September 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	11012600-5102	(Regular Salaries)
	into	11012600-5317	(Non Capital Purchase)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 19-1209

Adopted Date September 17, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN AUDITOR'S OFFICE FUND 2237

BE IT RESOLVED, to approve the following appropriation adjustment necessary due to previously reversing the amounts needed in sick and vacation payout expense lines:

\$9,794.11	from	# 22371120-5881	(Sick Leave Payout)
	into	# 22371120-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ✓
Appropriation Adj. file

Resolution

Number 19-1210

Adopted Date September 17, 2019

BEGIN THURSDAY, SEPTEMBER 26, 2019, COMMISSIONERS' MEETING AT 4:00 P.M.

BE IT RESOLVED, to begin the Thursday, September 26, 2019, Commissioners' meeting at 4:00 p.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Commissioners file
All Departments
Press

Resolution

Number 19-1211

Adopted Date September 17, 2019

ACCEPT RESIGNATION OF THOMAS BOWMAN, PROTECTIVE SERVICES CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 4, 2019


BE IT RESOLVED, to accept the resignation of Thomas Bowman, Protective Services Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective September 4, 2019.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
T. Bowman's Personnel file
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1212

Adopted Date September 17, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Lebanon Alumni Association is holding an event at the Warren County Fairgrounds on October 5, 2019, and are applying for an F-2 Liquor Permit; and


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Lebanon Alumni Association for the purpose of obtaining a liquor license during the their event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tao/

cc: Warren County Agricultural Society (file)
Lebanon Alumni Association C/O Jim Norris (jfnorris@go-concepts.com)
C/A—Ohio Department of Commerce, Division of Liquor Control

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

Resolution

Number 19-1213

Adopted Date September 17, 2019

ACCEPT RESIGNATION OF SHERRI CARBO, COMMISSIONERS' AIDE, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE, EFFECTIVE OCTOBER 3, 2019

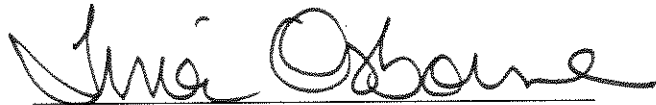
BE IT RESOLVED, to accept the resignation of Sherri Carbo, Commissioners' Aide, within the Warren County Commissioners' Office, effective October 3, 2019.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file
S. Carbo's Personnel file
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1214

Adopted Date September 17, 2019

AUTHORIZE THE POSTING OF "COMMISSIONERS' AIDE" POSITION, WITHIN THE WARREN COUNTY COMMISSIONERS OFFICE

WHEREAS, there exists one opening for a "Commissioners' Aide" position within the Warren County Commissioners Office; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Commissioners' Aide" within the Warren County Commissioners Office, 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 September 18, 2019.

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

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

Resolution adopted this 17th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Commissioners file
S. Spencer - OMB