

# Resolution

Number 19-1345

Adopted Date October 10, 2019

## ADVERTISE FOR BIDS FOR THE CARLISLE AREA LIFT STATION UPGRADES – PHASE I – FAIRVIEW AND JILL LIFT STATIONS PROJECT

BE IT RESOLVED, to advertise for bids for the Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project for the Warren County Water and Sewer Department; 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 Internet Website, beginning the week of October 20, 2019; bid opening to be November 21, 2019 @ 11:00 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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 19-1346

Adopted Date October 10, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO GARBER ELECTRICAL CONTRACTORS, INC. FOR THE WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM PROJECT

WHEREAS, bids were closed at 9:00 a.m., August 27, 2019, and the bids received were opened and read aloud for the Warren County Government Campus Paging System Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Garber Electrical Contractors, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, Garber Electrical Contractors, Inc., was the best bidder with a total bid price of \$149,265.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn that it is the intent of this Board to award the contract to Garber Electrical Contractors, Inc., 100 Rockridge Rd., Englewood, Ohio, for a total bid price of \$149,265.00; and

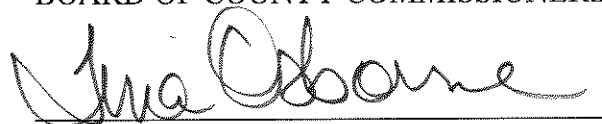
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 19-1347

Adopted Date October 10, 2019

## LEVY FINAL SPECIAL ASSESSMENT FOR CONSTRUCTION OF ROAD IMPROVEMENTS TO STATE ROUTE 741 ALONG THE FRONTAGE OF THE ESTATES OF KEEVER CREEK SUBDIVISION IN TURTLECREEK TOWNSHIP

WHEREAS, by virtue of Resolution # 17-1359, adopted on Sept. 5, 2017 (as amended in part by Resolution # 19-1270 adopted on Oct. 1, 2019), this Board approved and confirmed the tentative special assessment, as made by the County Engineer, prior to the determination of the exact cost, in the sum of \$876,877.50 (including principal and interest) for the road improvements to State Route 741 along the frontage of the Estates of Keever Creek Subdivision in Turtlecreek Township, to be paid over a 20 year period in the estimated amount of \$230.76 semi-annually by the owner(s) of each platted residential lot in said Subdivision; and

WHEREAS, the said road improvements have now been completed thereby allowing the exact cost to be determined, therefore, the final special assessment for the said road improvements totaled \$620,221.12 has been filed with this Board of County Commissioners and does not exceed the tentative special assessments for said road improvements adopted by the Board and certified to the County Auditor in Resolution # 17-1359; and

### NOW THEREFORE BE IT RESOLVED:

1. That the final assessment is hereby ratified, confirmed, levied and assessed upon the benefiting lot owners in the Estates of Keever Creek Subdivision, which assessment, together with the description of said lots are attached to this Resolution and are now on file in the office of the Clerk of the Board of County Commissioners, and which assessments are in accordance with the benefit and are not in excess of any legal limitations.
2. That the final assessment for each residential lot in the Estates of Keever Creek Subdivision shall consist of a total charge of \$6528.65.
3. That the total assessment against each residential lot in the Estates of Keever Creek Subdivision shall be paid in forty (40) semi-annual installments over a period of twenty (20) years with interest at the same rate as shall be borne by the bonds to be issued in anticipation of the collection of the same and will be placed on the tax duplicate and collected as other taxes are collected.
4. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

5. That a copy of this resolution be certified to the County Auditor as required by Section 5555.08 of the Ohio Revised Code, and the County Auditor shall thereupon correct and adjust the assessment against each residential lot in the Estates of Keever Creek so that the total amount to be paid by the owner(s) of each lot is based on the actual cost of the road improvements, plus interest at the same rate as shall be borne by the said bonds.

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)  
Auditor (Cert.)  
Treasurer  
Project File

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of Warren County, Ohio on the 10<sup>th</sup> day of October, 2019, together with a true extract from the minutes of the meeting at which said resolution was adopted to the extent pertinent to the consideration and adoption thereof, and that a copy thereof was certified to the County Auditor.

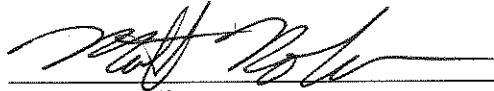


Tina Osborne, Clerk  
Board of County Commissioners

RESOLUTION #19-1347  
OCTOBER 10, 2019  
PAGE 3

RECEIPT

I hereby acknowledge receipt on this 10<sup>th</sup> day of October, 2019 of a certified copy of the foregoing resolution.

  
\_\_\_\_\_  
County Auditor

**Keever Creek & 741 Turn Lane - Final Assessment**

<u>Account Number</u>	<u>Parcel Number</u>	<u>Address</u>	<u>Lot</u>	<u>Mail Name</u>	<u>Mail Address 1</u>	<u>Mail Address 3</u>	<u>Mail Zip</u>	<u>Charge</u>
5332554	12233050010	3944 KEEVER PASS	1	KREHBIEL KASEY D & STACEY M	3944 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332555	12233050020	3908 KEEVER PASS	2	HERBERT EDWARD W TRUSTEE	3908 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332556	12233050030	3872 KEEVER PASS	3	JONES CHAD W & AMY JO	3872 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332557	12233150010	3685 KEEVER PASS	95	HASELWOOD RUSSELL P & BRENDA K	3685 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332558	12233150020	3757 KEEVER PASS	38	DRISCOLL ROSEMARIA H & ERIC J	3757 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332559	12233150030	3793 KEEVER PASS	39	DRISCOLL ROSEMARIA H TRUSTEE	3793 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332560	12233150040	3829 KEEVER PASS	40	SMITH MARK E & ANGELA L	3829 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332561	12233150050	3865 KEEVER PASS	41	DAVILA LUIS J	3865 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332800	12233150060	3883 KEEVER PASS	44	GIFFIN CHERYL D & KEVIN E	3883 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332801	12233150070	3887 KEEVER PASS	45	ANDRADE CARLOS A & LAURA A	3887 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332808	12233150080	3873 KEEVER PASS	42	ROBINSON JOHN M & IRENE W	3873 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332809	12233150090	3879 KEEVER PASS	43	WARD RONALD F & SUZANNE F	3879 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332875	12231560010	193 OXON PASS	20	MURPHY KEVIN & BARBARA	193 OXON PASS	LEBANON OH	45036	\$6,528.65
5332876	12231600010	192 OXON PASS	21	BUTLER JOHN MC QUEENEY & BUTLER TERESA A	192 OXON PASS	LEBANON OH	45036	\$6,528.65
5332877	12231600020	200 OXON PASS	22	BROWN MICHAEL C	200 OXON PASS	LEBANON OH	45036	\$6,528.65
5332878	12231600030	288 OXON PASS	33	GALMAN JOSEPHINE	288 OXON PASS	LEBANON OH	45036	\$6,528.65
5332880	12231560020	257 OXON PASS	12	RING WILLIAM N	257 OXON PASS	LEBANON OH	45036	\$6,528.65
5332881	12231560030	249 OXON PASS	13	DANIELS ROBERT E & PAMELA H	249 OXON PASS	LEBANON OH	45036	\$6,528.65
5332882	12231560040	241 OXON PASS	14	SHAHANDEH CAROLYN & BEHROOZ	241 OXON PASS	LEBANON OH	45036	\$6,528.65
5332891	12231560050	233 OXON PASS	15	SAMPSON SCOTT F & THERESA L	233 OXON PASS	LEBANON OH	45036	\$6,528.65
5332892	12231560060	225 OXON PASS	16	DAVIS JYL A & BENSON M	225 OXON PASS	LEBANON OH	45036	\$6,528.65
5332893	12231560070	217 OXON PASS	17	KOONCE DONALD JR & JANA L	217 OXON PASS	LEBANON OH	45036	\$6,528.65
5332894	12231560080	209 OXON PASS	18	BROWN GARY D & DAINE L	209 OXON PASS	LEBANON OH	45014	\$6,528.65
5332895	12231560090	201 OXON PASS	19	KELLEY JAMES W	201 OXON PASS	LEBANON OH	45036	\$6,528.65
5332914	12233150100	3891 KEEVER PASS	46	DISTEL DANIEL A & CHARITY	3891 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332915	12233150110	3909 KEEVER PASS	47	LUSK DAN W II & JACQUI R	3909 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332916	12233150120	3945 KEEVER PASS	48	ALESI HANNA L	3945 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332984	12233050050	3868 KEEVER PASS	4	MARTIN THOMAS S & LINDA B	3868 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332985	12233050060	3864 KEEVER PASS	5	ELLIS SCOT K & PRISCILLA D	3864 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332986	12233050070	3860 KEEVER PASS	6	CARR DANIEL P & HELEN K	3860 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5332994	12231600040	264 OXON PASS	30	HILL ANDREW R	264 OXON PASS	LEBANON OH	45036	\$6,528.65
5332995	12231600050	272 OXON PASS	31	BARRETT WARREN & CAROLYN TRUSTEES	272 OXON PASS	LEBANON OH	45036	\$6,528.65
5332996	12231600060	280 OXON PASS	32	ILLANZ JACQUES A & JENNIFER L	280 OXON PASS	LEBANON OH	45036	\$6,528.65
5333000	12231600070	208 OXON PASS	23	MEISTER ANISSA R & STEVEN A	208 OXON PASS	LEBANON OH	45036	\$6,528.65
5333001	12231600080	216 OXON PASS	24	MAYS STEPHEN M & ANN M	216 OXON PASS	LEBANON OH	45036	\$6,528.65
5333002	12231600090	224 OXON PASS	25	SCHOLL THOMAS M & COURTNEY A	224 OXON PASS	LEBANON OH	45036	\$6,528.65
5333014	12231600100	232 OXON PASS	26	WILSON SANDRA & JASON W	232 OXON PASS	LEBANON OH	45036	\$6,528.65
5333015	12231600110	240 OXON PASS	27	ALLEN LEO J JR & SHANNON N	240 OXON PASS	LEBANON OH	45036	\$6,528.65
5333092	12231560100	297 OXON PASS	7	GIFFORD MATTHEW T & ASHLEIGH	297 OXON PASS	LEBANON OH	45036	\$6,528.65
5333093	12231560110	289 OXON PASS	8	TUSSEY CHARLES J & MARY A	289 OXON PASS	LEBANON OH	45036	\$6,528.65
5333094	12231560120	281 OXON PASS	9	MILTON ROBERT L & REBECCA J	281 OXON PASS	LEBANON OH	45036	\$6,528.65
5333095	12231560130	273 OXON PASS	10	SCHOLL MICHAEL P & KATHLEEN	273 OXON PASS	LEBANON OH	45036	\$6,528.65
5333096	12231560140	265 OXON PASS	11	SEWAK LOIS A	265 OXON PASS	LEBANON OH	45036	\$6,528.65
5333097	12231600120	248 OXON PASS	28	WAGERS MATTHEW T & SANDRA D	248 OXON PASS	LEBANON OH	45036	\$6,528.65

5333098	12231600130	256 OXON PASS	29	MORRISON KYLE & LINDSEY	256 OXON PASS	LEBANON OH	45036	\$6,528.65
5333099	12231600140	296 OXON PASS	34	KUCHIBHOTLA MURALI & JAYASREE	296 OXON PASS	LEBANON OH	45036	\$6,528.65
5333100	12233100010	3792 KEEVER PASS	35	JACOBS JORDAN & JAMIE	3792 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333101	12233100020	3756 KEEVER PASS	36	DRESSLER ADAM W	3756 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333102	12233100030	3720 KEEVER PASS	37	AQUINO BRIAN S & SHANNON	3720 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333103	12233100040	3684 KEEVER PASS	49	KOGER PORTER D & AMY C	3684 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333190	12233100050	3650 KEEVER PASS	50	JA DEVELOPMENT LLC	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333191	12233120010	3576 KEEVER PASS	85	MAYS LYDIA & SAMUEL	3576 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333192	12233120020	3540 KEEVER PASS	86	VALENT DAVID & ELAINE	3540 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333193	12233120030	3504 KEEVER PASS	87	HATFIELD LARRY N & LISA M	3504 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333194	12233120040	3468 KEEVER PASS	88	MURPHY KAREN M & JOHNNY R JR	3468 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333195	12233150130	3469 KEEVER PASS	89	OLIVER CURTIS M & TARA S	3469 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333196	12233150140	3505 KEEVER PASS	90	BENZ GARY J	3505 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333197	12233150150	3541 KEEVER PASS	91	PRINGLE LARRY A & PATRICIA L	3541 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333198	12233150160	3577 KEEVER PASS	92	TEMPLE ROBERT & BRITTANY M	3577 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333199	12233150170	3613 KEEVER PASS	93	STANSELL BRIAN & BETH	3613 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333200	12233150180	3649 KEEVER PASS	94	KING JOAN K TRUSTEE	3649 KEEVER PASS	LEBANON OH	45036	\$6,528.65
5333245	12231600150	299 ELI'S PASS	51	CRISTO HOMES	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333246	12231600160	291 ELI'S PASS	52	CRISTO HOMES	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333247	12231600170	283 ELI'S PASS	53	TIMMS CHAD	283 ELI'S PASS	LEBANON OH	75007	\$6,528.65
5333248	12231600180	275 ELI'S PASS	54	CRISTO HOMES	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333249	12231600190	267 ELI'S PASS	55	DITTMAN MARK M & MACKAY ELIZABETH A	267 ELIS PASS	LEBANON OH	45036	\$6,528.65
5333250	12231600200	259 ELI'S PASS	56	CRISTO HOMES	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333251	12231600210	251 ELI'S PASS	57	RAVE DANIEL A & JAMIE M	251 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333252	12231600220	243 ELI'S PASS	58	CRISTO HOMES	7594 TYLERS PLACE	WEST CHESTER OH	45069	\$6,528.65
5333253	12231600230	235 ELI'S PASS	59	KAHERL DENITA & JEREMY C	235 ELIS PASS	LEBANON OH	45036	\$6,528.65
5333254	12231600240	227 ELI'S PASS	60	THOMPSON MARIKO	227 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333255	12231600250	219 ELI'S PASS	61	STRUYK DENNIS M & LORI L	219 ELIS PASS	LEBANON OH	45036	\$6,528.65
5333256	12231800010	211 ELI'S PASS	62	DUNN MATTHEW J & MELISSA A	211 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333257	12231800020	203 ELI'S PASS	63	RIDINGS NATHAN G & KRISTEN R	203 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333258	12231800030	195 ELI'S PASS	64	MCCREARY MARK & CHERYL	195 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333259	12231800040	187 ELI'S PASS	65	FIELDER TREVOR A & CHARLOTTE L	187 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333260	12231800050	179 ELI'S PASS	66	TAYLOR JONATHAN R & CHRISTINA M	179 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333261	12231800060	171 ELI'S PASS	67	KEMPKE KEITH A & DEBRA F	171 ELIS PASS	LEBANON OH	45036	\$6,528.65
5333262	12231850010	178 ELI'S PASS	68	LE MICHELLE & VERHOFF ALAN	178 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333263	12231850020	186 ELI'S PASS	69	SCHULTEN ROBERT F JR & LAURA K	186 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333264	12231850030	194 ELI'S PASS	70	BOWER ERIC K JR & HOLLY M	194 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333265	12231850040	202 ELI'S PASS	71	WIEGAND KENNETH R & LINDA S	202 ELI'S PASS	LEBANON OH	45036	\$6,528.65
5333266	12231850050	210 ELI'S PASS	72	CRISTO HOMES INC	7594 TYLERS PL BLVD	WEST CHESTER OH	45069	\$6,528.65
5333267	12231850060	3578 NOAH'S RUN	73	KERICK JOSEPH S JR & MELISSA J	3578 NOAH'S RUN	LEBANON OH	45036	\$6,528.65
5333268	12231850070	3556 NOAH'S RUN	74	ROBINSON WILLIAM E & TARA T	3556 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333269	12231850080	3534 NOAH'S RUN	75	POOVEY DENNIS G & LESIA G	3534 NOAH'S RUN	LEBANON OH	45036	\$6,528.65
5333270	12231850090	3512 NOAH'S RUN	76	SLONE MARLYS & ANTHONY R	3512 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333271	12231850100	3488 NOAH'S RUN	77	FELTNER JACOB S & NOH YOORI J	3488 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333272	12231850110	3470 NOAH'S RUN	78	HARRIS LARREL W & MARCELLA J	3470 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333273	12231950020	3471 NOAH'S RUN	79	BITTMAN KELBY C & ANNE L	3471 NOAHS RUN	LEBANON OH	45036	\$6,528.65

5333274	12231950030	3489 NOAH'S RUN	80	KING RYAN K & DANA L	3489 NOAH'S RUN	LEBANON OH	45036	\$6,528.65
5333275	12231950040	3513 NOAH'S RUN	81	TAYLOR WAYNE L & CAROL B	3513 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333276	12231950050	3535 NOAH'S RUN	82	MINITER JEREMY M & CATHERINE A	3535 NOAH'S RUN	LEBANON OH	45036	\$6,528.65
5333277	12231950060	3557 NOAH'S RUN	83	WEISENBURGH RICHARD B & CRYSTAL D	3557 NOAHS RUN	LEBANON OH	45036	\$6,528.65
5333278	12231950070	3579 NOAH'S RUN	84	PERFETTI SCOTT M & ANGELINA N	3579 NOAHS RUN	LEBANON OH	45036	\$6,528.65
						Totals		\$620,221.75



# Resolution

Number 19-1348

Adopted Date October 10, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN AND ENTER INTO MEMORANDUM OF UNDERSTANDING WITH OHIO VALLEY GOODWILL INDUSTRIES ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to approve and authorize, the President of the Board, on behalf of Emergency Services Department, to sign the Memorandum of Understanding with Ohio Valley Goodwill Industries for Donation Management; copy of said Memorandum of Understanding 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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Valley Goodwill Industries  
Emergency Services (file)

# Memorandum of Understanding Between Warren County Board of Commissioners and Ohio Valley Goodwill Industries, September 2019

This Memorandum of Understanding (MOU) sets forth the terms of understanding between Warren County Board of Commissioners [hereinafter "Warren County"], whose business address is 406 Justice Drive, Lebanon, Ohio 45036, and the Ohio Valley Goodwill Industries, whose business address is 106000 Springfield Pike, Cincinnati, Ohio 45215, relative to donation management for Warren County citizens, both in need, as determined by the Commissioners or their designees, and during times of emergency.

## Background

Several Warren County government operations require the ability to maintain effective emergency management operations in the event that a disaster affects Warren County. This often requires assisting citizens in times of need. This requires the identification of key partnerships suitable for continuation of donation management operations during routine operations and disaster situations. Other Warren County Commissioner departments also require the ability to provide material relief during an emergency.

## Purpose

This MOU will outline effective coordination and utilization of undesignated, unsolicited, in-kind donations to meet the needs of affected communities in Warren County following major emergencies or disasters and to meet citizens' needs as determined by Warren County's designee, in the normal scope of their duties.

"Unsolicited, undesignated and in-kind donations" refers to goods offered by members of the general public and/or private sector that have not been designated to a specific agency. When implemented, this MOU will be supplemental to, and will not interfere with, the established donation coordination systems of Voluntary Organizations Active in Disaster (VOAD) and/or Community Organizations Active in Disaster (COAD) member agencies or other voluntary organizations.

The above goal will be accomplished as follows:

1. Ohio Valley Goodwill Industries has been identified as the Lead Support Agency for donations management.
2. Ohio Valley Goodwill Industries is tasked with coordinating and facilitating the effective management and allocation of unsolicited, undesignated, in-kind donations offered from the general public and private sector in response and recovery efforts following a disaster.
3. Should Warren County determine a need for a multi-agency warehouse, Warren County Emergency Services will submit a request to Ohio Valley Goodwill Industries. Warren County Emergency Services will prepare a Request for Assistance for Ohio Valley Goodwill Industries as appropriate.
4. When activated, Ohio Valley Goodwill Industries will utilize their donations management system(s) to account for donated goods earmarked for the disaster or emergency and inform Warren County Emergency Services on available account "balance".
5. Activation is the responsibility of Warren County's Emergency Services. Activation is based on several factors, including the type and size of event, media coverage, donations intelligence, and flow of donated goods. When activated, Emergency Support Function (ESF) 14 (Long Term Recovery Committee) and 15 (Volunteers

and Donations) will be tasked with the donation management process, including but not limited to issuing vouchers and accounting.

6. Unsuitable and unneeded donations must be disposed of properly. Whenever possible, unusable items will be recycled, distributed to non-profit organizations, and/or donated to disaster areas in other states.

### **Funding**

Ohio Valley Goodwill Industries is responsible for recording and tracking its own costs and expenditures and seeking reimbursement from appropriate sources after an event. Following a Presidential Disaster Declaration, reimbursement of eligible expenditures may be provided by FEMA in accordance with Stafford Act program guidelines. For federal declarations authorizing Public Assistance under the Stafford Act, the hours volunteers spend performing disaster-related work may be used to help offset the non-federal 25% match. A reasonable hourly rate may be assigned, and all hours must be documented to include the name of volunteer, the dates/hours worked, and a brief description of the activity performed. Warren County is not responsible for the disaster-related costs of Ohio Valley Goodwill Industries, except as defined in formal Memorandums of Understanding or through formal Requests for Assistance made by Warren County and accepted by the cooperating agency at the time services are needed. Reimbursements (federal and state) will be contingent on sound documentation and record keeping, consistent with National Incident Management Systems (NIMS) framework.

### **Duration**

This MOU is at-will and may be modified in writing by mutual agreement of Warren County and the Ohio Valley Goodwill Industries. This MOU shall become effective upon the date last signed below and will remain in effect until modified or terminated for convenience by any one of the parties to this MOU. Otherwise, this MOU shall terminate on January 1, 2025.

### **Contact Information**

**Warren County Board of Commissioners**  
406 Justice Drive  
Lebanon, Ohio 45036  
513-695-1250  
[commissioners@co.warren.oh.net](mailto:commissioners@co.warren.oh.net)

**Joseph Byrum**  
President & CEO  
Ohio Valley Goodwill Industries  
10600 Springfield Pike  
Cincinnati, Ohio 45215  
513-771-4800 ext 6201  
[jbyrum@cincigoodwill.org](mailto:jbyrum@cincigoodwill.org)

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

IN EXECUTION WHEREOF, the parties are in agreement and have hereunto set their hands on the dates indicated below,

Warren County Board of Commissioners,

Shannon Jones 10/10/19  
President/Vice-President Date  
Resolution No. 19-1348

Approved as to Form:

Adam M. Nice  
Adam-M. Nice  
Assistant Prosecuting Attorney, Warren County, Ohio

Ohio Valley Goodwill Industries,

Donna B. Brown 9/30/19  
Authorized Signatory Date

# Resolution

Number 19-1349

Adopted Date October 10, 2019

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

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

YMCA Camp Kern  
5291 State Route 350  
Oregonia, OH 45054

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

This agreement is entered into by and between on this 10 day of Oct., 2019, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **YMCA Camp Kern , 5291 State Route 350, Oregonia, OH 45054**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2020.

**WITNESSETH:**

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

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

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

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

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

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

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

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

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).



OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

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

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

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

Rule:	Group:
Not adhering to any part of child abuse prevention policy (attached)	3
Group 3 violations will lead to immediate dismissal	

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10<sup>th</sup>  
day of October, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

Shannon Jones  
Shannon Jones, President

**WORKSITE:**

YMCA Camp Kern  
Worksite Name

[Signature]  
Signature/Worksite Administrator

7-3-19  
Date

Executive Director  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Shannon Jones  
Signature of Authorized Organized Labor Representative

10/10/19  
Date

**OhioMeansJobs Warren County**

[Signature]  
Matt Fetty OMJWC, Director

10/8/19  
Date

**APPROVED AS TO FORM:**

[Signature]  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: YMCA CAMP KERN part of YMCA OF GREATER DAYTON

Address: 5291 St. Rt. 350, Oregonia, OH, 45054

Phone: 513 932 3756 E-mail ccaddison@daytonymca.org

Agency Administrator: Chris Addison

Contact Person: Chris Addison

FEIN#: 31-0537517

II. Program Information: Work for the youth will begin at the worksite on or about July 1st and continue until on or about Oct. 30th 2019. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 35 hours per week, normally 7-8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
YMCA Camp kern kitchen staff	Brandon Langford 513-932-3756 x1516	2	18+	From: To:	<input checked="" type="radio"/> Yes No
YMCA Camp kern Housekeeping staff	Chris Addison 513-932-3756 x1512	1	18+	From: To:	<input checked="" type="radio"/> Yes No
YMCA Camp kern Groundskeeping	Dan Lyon 513-932-3756 x1514	2	18+	From: To:	<input checked="" type="radio"/> Yes No
				From: To:	Yes No

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

Worksite #1 Kitchen: ~~Assisting~~ Assisting with preparing meals. Serving meals.

Cleaning + tidying of kitchen. Washing dishes.

Worksite #2 Housekeeping: Cleaning + tidying buildings at camp including bathrooms, meeting spaces, shower house. Taking trash to the dumpsters. Recycling of building cleaned.

Worksite #3 Grocerieskeeping: Cleaning weeds, mowing grass, cleaning brush + trails, maintaining equipment, emptying trash.

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

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

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

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

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

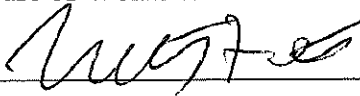
General tidying/cleaning of facilities, buildings, equipment etc.  
General clerical/tidying work

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

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

  
Signature of Worksite Administrator/Title

7-3-19  
Date



10-8-19  
Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B  
Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:**

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

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

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

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

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

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

## Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

#### GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

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

#### GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

## YMCA OF GREATER DAYTON

Job Title: **Service Worker**

Reports to: Branch Executive Director

Revision Date: June 2019

---

### **Position Summary:**

Responsible for kitchen, housekeeping and grounds duties at Camp Kern.

### **Our Culture:**

Our mission and core values are brought to life by our culture. In the Y, we strive to live our cause of strengthening communities with purpose and intentionality every day. **We are welcoming:** we are open to all. We are a place where you can belong and become. **We are genuine:** we value you and embrace your individuality. **We are hopeful:** we believe in you and your potential to become a catalyst in the world. **We are nurturing:** we support you in your journey to develop your full potential. **We are determined:** above all else, we are on a relentless quest to make our community stronger beginning with you.

### **Essential Functions:**

#### Kitchen Duties

1. Functions as a general, all-around cook for meals and special events.
2. Implements menus, which are developed with each type of group and budget in mind.
3. Implements a quality control program that provides all groups with the highest quality of meal service within given cost constraints.
4. Assists in food preparation, service and clean up.
5. Assists in the entire health and safety of the food service operation.
6. Monitors supplies and notifies supervisor when supplies are low.
7. Helps unload and store supplies.
8. Hand washes pots and pans according to Health Department Guidelines.
9. Washes and stores dishes according to Health Department Guidelines.
10. Assists in all aspects of kitchen and dining hall cleanliness, including storage areas and refrigeration units.
11. Assists in recycling program of the facility.

#### Housekeeping Duties

1. Assists participants with any special dietary needs or requests. Cleans and sanitizes sinks, toilets, showers, restrooms, and other assigned areas of the building.
2. Cleans and maintains floors, walls, windows, and other surfaces.
3. Empties waste containers.
4. Replaces soap, paper towels, and other supplies.
5. Performs various duties such as dusting and maintaining entrances and offices.
6. Performs light maintenance such as light bulb replacement, installation of soap/hand dispensers.

#### Grounds Duties

1. Performs sidewalk/exterior clean up.
2. Sets up furniture and signage for special events.
3. Operates vehicles and powered equipment, such as mowers, tractors.
4. Mows or edges lawns, using power mowers or edgers.
5. Uses hand tools, such as shovels, rakes, hedge or brush trimmers, or axes.
6. Cares for established lawns by mulching, weeding, or trimming or edging around flower beds, walks, or walls.
7. Assists in monitoring pertinent equipment and supplies.
8. Follows appropriate safety guidelines.



**Qualifications:**Education and Certifications

- High school diploma or GED required.

Experience

- 6 months experience of related experience preferred.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is regularly required to stand and walk for long periods of time, to talk and hear, to sit, to bend and reach, to lift and/or move up to 50 pounds, to climb or balance, to stoop, kneel, crouch, or crawl, to use hands to finger, handle, or feel objects. The incumbent is required to use hands to finger, handle, or feel objects, tools, or controls. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Also required is frequent hearing and talking, in person and on the telephone. More than 60% of time is spent indoors. The condition of the air is normal/average air conditioned/ventilated. The noise level is normal to loud within an active YMCA program environment.

**YMCA of Greater Dayton  
Child Abuse Prevention  
CODE OF CONDUCT**

The YMCA of Greater Dayton has zero tolerance when it comes to the abuse and mistreatment of children. Any YMCA employee who abuses or mistreats children will be disciplined up to and including termination of employment.

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. In order to protect YMCA staff, volunteers, and program participants – at no time during a YMCA program may a staff person be alone with a single child where they cannot be observed by others. As staff supervise children, they should space themselves in a way that other staff can see them. If in a situation where staff may be left alone with a child, staff are to immediately move to a public area where the staff member and the child may be viewed by others. This could include a lobby, hallway, or other designated area.</li> <li>2. Staff shall never leave a child unsupervised.</li> <li>3. Restroom supervision: Staff will make sure the restroom is not occupied by suspicious or unknown individuals before allowing children to use the facilities. Staff will stand in the doorway while children are using the restroom. This policy allows privacy for the children and protection for the staff (not being alone with a child). If staff are assisting younger children, doors to the facility must remain open. If a restroom is only accessible through a class room and a teacher is in the classroom, it is permissible to allow one child at a time into the restroom. No child regardless of age should ever enter a bathroom alone on a field trip. Children should not be sent in pairs without staff supervision.</li> <li>4. Staff should conduct or supervise private activities in pairs - diapering, putting on bathing suits, taking showers, etc. When this is not feasible, staff should be positioned so that they are visible to others.</li> <li>5. Staff shall not abuse children including:             <ul style="list-style-type: none"> <li>• physical abuse – strike, spank, shake, slap;</li> <li>• verbal abuse – humiliate, degrade, threaten;</li> <li>• sexual abuse – inappropriate touch or verbal exchange;</li> <li>• mental abuse – shaming, withholding love, cruelty;</li> <li>• neglect – withholding food, water, basic care, etc.</li> </ul> <p>Any type of abuse will not be tolerated and may be cause for immediate dismissal.</p> </li> <li>6. Staff must use positive techniques of guidance, including redirection, positive reinforcement and encouragement rather than competition, comparison and criticism. Staff will have age appropriate expectations and set up guidelines and environments that minimize the need for discipline. Physical restraint is used only in pre-determined situations (necessary to protect the child or other children from harm), is only administered in a prescribed manner and must be documented in writing.</li> <li>7. Staff will conduct a health check of each child, each day, as they enter the program, noting any fever, bumps, bruises, burns, etc. Questions or comments will be addressed to the parent or child in a non-threatening way. Any questionable marks or responses will be documented.</li> </ol> | <ol style="list-style-type: none"> <li>8. Staff respond to children with respect and consideration and treat all children equally regardless of sex, race, religion, culture.</li> <li>9. Staff will respect children's rights to not be touched in ways that make them feel uncomfortable, and their right to say no. Other than diapering, children are not to be touched in areas of their bodies that would be covered by a bathing suit.</li> <li>10. Staff will refrain from intimate displays of affection towards others in the presence of children, parents, and staff.</li> <li>11. While the YMCA does not discriminate against an individual's lifestyle, it does require that in the performance of their job they will abide by the standards of conduct set forth by the YMCA.</li> <li>12. Staff must appear clean, neat, and appropriately attired.</li> <li>13. Using, possessing, or being under the influence of alcohol or illegal drugs during working hours is prohibited.</li> <li>14. Smoking or use of tobacco in the presence of children or parents during working hours is prohibited.</li> <li>15. Profanity, inappropriate jokes, sharing intimate details of one's personal life, and any kind of harassment in the presence of children or parents is prohibited.</li> <li>16. Staff must be free of physical or psychological conditions that might adversely affect children's physical or mental health. If in doubt, an expert should be consulted.</li> <li>17. Staff will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.</li> <li>18. Staff may not be alone or communicate externally with children they meet in YMCA programs outside of the YMCA. This includes babysitting, sleepovers, social media, texting, and inviting children to your home. Any exceptions require a written explanation before the fact and are subject to administrator approval.</li> <li>19. Staff are not to transport children in their own vehicles. Under no circumstances are staff to transport a child without permission from a parent/guardian and their YMCA supervisor in a YMCA of Greater Dayton vehicle.</li> <li>20. Staff may not date program participants under the age of 18 years of age.</li> <li>21. Under no circumstance should staff release children to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian (written parent authorization on file with the YMCA).</li> <li>22. Staff is required to read and sign all policies related to identifying, documenting, and reporting child abuse and attend trainings on the subject, as instructed by a supervisor.</li> </ol> |
|--|---|

I understand that any violation of this Code of Conduct may result in termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

*All employees are required, under Section 2151.421 of the Ohio revised Code, to report their suspicions of child abuse or child neglect to the local public children's services agency. Please notify your supervisor if you suspect a child is being abused or neglected so the proper agency can be notified. Notifying your supervisors in no way replaces your responsibility to report child abuse or neglect to the local public children's service agency.*

# Resolution

Number 19-1350

Adopted Date October 10, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY, A KENTUCKY CORPORATION, FOR COMPLETION OF IMPROVEMENTS IN PROVIDENCE, SECTION THREE, BLOCK "A" SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

Bond Number	:	15-028 (P/S-M)
Development	:	Providence, Section Three, Block "A"
Developer	:	Fischer Dev. Co., a Kentucky Corp
Township	:	Hamilton
Amount	:	\$25,135.87
Surety Company	:	RLI Insurance Company (Bond#CMS0289704)

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Fischer Dev.Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
RLI Ins. Co., Attn: Susan A. Yeazell, 525 West Van Buren, Ste 350, Chicago, IL 60607  
Engineer (file)  
Bond Agreement file

# Resolution

Number 19-1351

Adopted Date October 10, 2019

APPROVE CARRINGTON PLACE IN PROVIDENCE, SECTION THREE, BLOCK "A" FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Carrington Place has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2487-T	Carrington Place	0'-29'-0'	0.075

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton 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. 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 10<sup>th</sup> day of October 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

DEED REFERENCE

INTENDED BY HAMILTON BERRY REAL ESTATE DEVELOPMENT COMPANY, INC. AND BERRY ALL OF A BERRY TRACT... PROVIDENCE SECTION THREE, BLOCK "A"...

THE SUBDIVISION IS SUBJECT TO THE APPLICABLE AND RESTRICTED COVENANTS OF COVENANT, CONDITIONS AND RESTRICTIONS... PROVIDENCE SECTION THREE, BLOCK "A"...

DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN SHOWN, HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE SAID PLAT AND TO DEDICATE THE STREETS...

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIGNALS AND PUBLIC UTILITIES FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES...

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS... BUT NOT LIMITED TO ONE ENERGY COMPANY...

OWNER: FISHER DEVELOPMENT COMPANY, INC.
PROJECT DEVELOPMENT COMPANY
NAME: DANIELLE BORDMAN



PROVIDER NAME: TODD E. FUSSELL, PRESIDENT
STATE OF KENTUCKY: COUNTY OF BOONE

BE REMEMBERED THAT ON THIS 22nd DAY OF December 2015, BEFORE ME A NOTARY PUBLIC AND FOR SAID COUNTY AND STATE PERSONALLY SEEN TODD E. FUSSELL... I HAVE SUBSCRIBED BY MY HAND AND AFFIRMED BY MY SEAL...



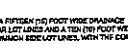
OWNER: FISHER DEVELOPMENT CO. L.P.C.
PROJECT DEVELOPMENT COMPANY
NAME: DANIELLE BORDMAN



PROVIDER NAME: TODD E. FUSSELL, PRESIDENT
STATE OF KENTUCKY: COUNTY OF BOONE

BE REMEMBERED THAT ON THIS 22nd DAY OF December 2015, BEFORE ME A NOTARY PUBLIC AND FOR SAID COUNTY AND STATE PERSONALLY SEEN TODD E. FUSSELL... I HAVE SUBSCRIBED BY MY HAND AND AFFIRMED BY MY SEAL...

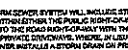
OWNER: FISHER DEVELOPMENT CO. L.P.C.
PROJECT DEVELOPMENT COMPANY
NAME: DANIELLE BORDMAN



PROVIDER NAME: TODD E. FUSSELL, PRESIDENT
STATE OF KENTUCKY: COUNTY OF BOONE

BE REMEMBERED THAT ON THIS 22nd DAY OF December 2015, BEFORE ME A NOTARY PUBLIC AND FOR SAID COUNTY AND STATE PERSONALLY SEEN TODD E. FUSSELL... I HAVE SUBSCRIBED BY MY HAND AND AFFIRMED BY MY SEAL...

OWNER: FISHER DEVELOPMENT CO. L.P.C.
PROJECT DEVELOPMENT COMPANY
NAME: DANIELLE BORDMAN



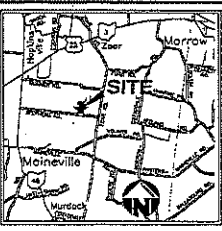
PROVIDER NAME: TODD E. FUSSELL, PRESIDENT
STATE OF KENTUCKY: COUNTY OF BOONE

RECORD PLAT
PROVIDENCE
SECTION THREE, BLOCK "A"

BEING A REPLAT OF LOT #315
OF PROVIDENCE SUBDIVISION, SECTION II, PHASE I
AS RECORDED IN PLAT BOOK 80, PAGE 68-69
& BEING 9.8239 ACRES OF UNPLATTED LANDS
VIRGINIA MILITARY SURVEY #3334
HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
DECEMBER, 2015

GRANT OF UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED FORMATORS DO HEREBY PERMANENTLY GRANT TO BERRY ENERGY DEVELOPMENT, INC. (BERRY) THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL SUBDIVISION...



APPROVALS

COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 22nd DAY OF December 2015.

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 22nd DAY OF December 2015.

COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 22nd DAY OF December 2015.

HAMILTON TOWNSHIP ZONING INSPECTOR

I HEREBY APPROVE THIS PLAT ON THE 22nd DAY OF December 2015.

COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 22nd DAY OF December 2015.

COUNTY AUDITOR

TRANSFERRED ON THIS 15th DAY OF January 2016 AT 2:15 PM.

COUNTY RECORDER

FILE NO. 2015-012122
RECEIVED ON THIS 15th DAY OF January 2016 AT 2:15 PM.

SHEET INDEX

1. TITLE
2. PLAT

SURVEYOR: BAYLER BECKER
OWNER DEVELOPER: FISHER DEVELOPMENT CO., INC.

NOTES

- 1. PLEAS REFER TO DEED REFERENCE INSTRUMENT #2015-021003
2. BASIS OF BEARING: PLAT BOOK 80, PAGE 68-69.
3. MAP IRON PINS WILL BE SET ON ALL LOT CORNERS.
4. OCCUPATION IN GENERAL MATCHES SURVEY, UNLESS OTHERWISE NOTED.
5. ALL DRAINING MEASUREMENTS ARE IN GOOD CONDITION.
6. THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED IN COMMON AREA OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING SEWAL, STRUCTURES, DETENTION/RETENTION BASINS AND SLUMP MARKS.

SIDEWELLS

Table with columns: OLD #, NEW #, AREA. Lists side well locations and areas.

ACREAGE BREAKDOWN

Table with columns: LOT #, ACRES. Breaks down acreage by lot.

SETBACKS

FRONT YARD = 40'
REAR YARD (MINIMUM) = 30'
REAR YARD (MAXIMUM) OPENING = 30'
SIDE YARD = 7' MIN / 14' TOTAL.

LOT TABLE with columns: LOT #, ACRES, S.F.

ACREAGE TABLE

Table with columns: TYPE, ACRES. Lists acreage for lots and open space.

ROAD WAY DATA

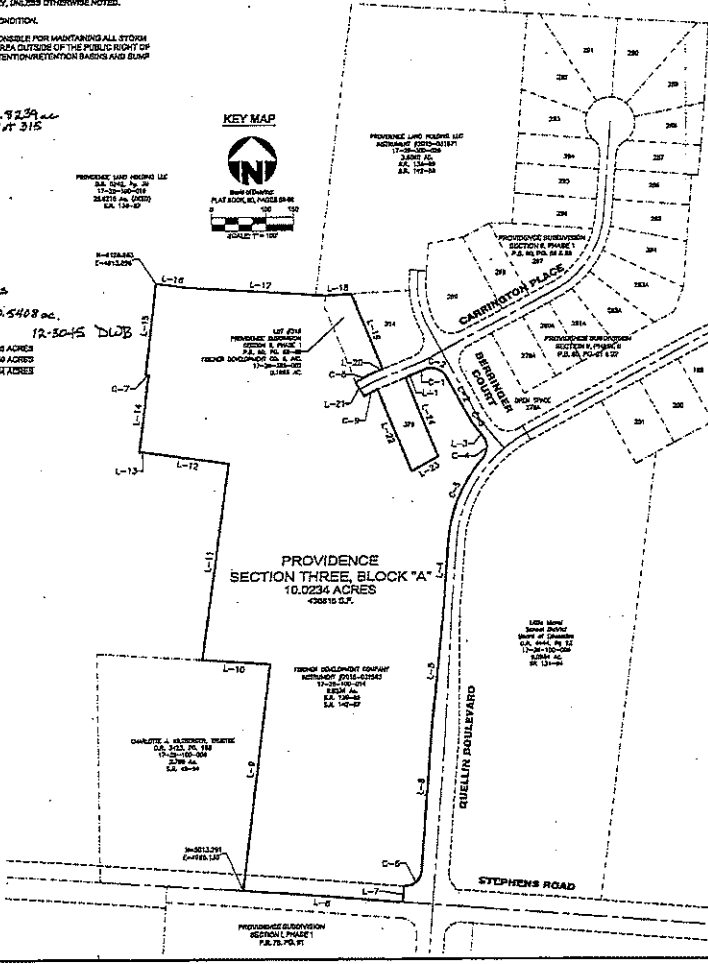
CARRIAGEWAY PLACE: 421.72 L.P.

LINE TABLE

Table with columns: Line, Direction, Distance. Lists line measurements.

CURVE TABLE

Table with columns: Curve, Delta, Radius, Length, Chord. Lists curve data.



Vertical strip on the right containing recording information, signatures, and the Bayer Becker logo.





## HAMILTON TOWNSHIP

### HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey - *Board Chair*

Joe Walker - *Trustee*

Joe Rozzi - *Trustee*

James Hunter - *Fiscal Officer*

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-8520  
Fax: (513) 683-4325

**Township Administrator**  
Brent Centers  
(513) 239-2372

**Finance Coordinator**  
Ellen Hornan  
Phone: (513) 239-2377

**Human Resources**  
Kellie Krieger  
Phone: (513) 239-2461

**Economic Development  
and Zoning**  
Alex Kraemer  
Phone: (513) 683-8520

**Public Works**  
Kenny Hickey -- Director  
Phone: (513) 683-5360

**Police Department**  
Scott Hughes -- Police Chief

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-0538

**Fire and Emergency Services**  
Brian Reese -- Fire Chief

69 West Foster-Maineville Rd.  
Maineville, Ohio 45039  
Phone: (513) 683-1622  
(513) 899-1967

10/8/2019

Warren County Engineers Office  
c/o Jason Fisher/Tabitha Ryan  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Ryan,

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items complied in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, Providence, Section three, Block "A" that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Kenny Hickey  
Hamilton Township  
Assistant Administrator/Public Works Director

# Resolution

Number 19-1352

Adopted Date October 10, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS TECH  
FUND #2217

WHEREAS, it is necessary to have appropriations in place to make purchases related  
Cybersecurity; and

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

\$90,000 into 22171300-5317 (Non Cap Purchases)

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/bs

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Board of Elections (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1353

Adopted Date October 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00	from	11011240-5400	(Purchased Services)
	into	11011240-5441	(Witness Fees)

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1354

Adopted Date October 10, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND  
2209

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #22091300-5400 (Purchased Services)  
into #22091300-5317 (Non Capital Purchases)

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 10<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Board of Elections (file)