



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

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

May 30, 2023

- #1** **Clerk — General**
- #2** **9:00** **Executive Session — Personnel Matters Relative to Hiring/ Promotions
within the Commissioners' Office**

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

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this 30th day of May 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT AND WORK AGREEMENT	\$ 1.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
FAC	VOORHIS SLOANE WELSH & CROSSLAND ARCHITECT	CRITERIA ARCHITECT SERVICE	\$ 17,300.00 INCREASE
ENG	EAGLE BRIDGE	KING AVE BRIDGE PROJECT	\$ 1,094,208.48 DECREASE

5/31/2023 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

May 31, 2023

Approve the minutes of the May 23, 2023, Commissioners' Meeting.

PERSONNEL

- 1. Approve pay increase for Justin Turnmire within W/S Department***
- 2. Amend Resolution 22-1987 approving the pay increase for Trevor Fields and approve promotion of Trevor Fields to Sewer Collections Worker III within W/S Department***
- 3. Hire temporary employee within W/S Department***
- 4. Hire Rachel Stern as Temporary Youth Employment Worksite Supervisor within OMJ Warren County***
- 5. Hire Kristie Howell as Eligibility Referral Specialist I within Human Services***
- 6. Permanently reclassify Jordan Barnhardt to Business Manager within Human Services***
- 7. Accept resignation of Antonio Miller, Alternative Response Caseworker II within Children Services***
- 8. Reclassify Kayelee Carman from Investigative Caseworker I to Investigative Caseworker II within Children Services***
- 9. Accept resignation of Patricia Coldiron, Custodial Worker I within Facilities Management and authorize posting of vacated position***
- 10. Hire Ashlee Jones and Quentin Cox as Emergency Communications Operator within Emergency Services***
- 11. Approve pay increase for Brittany Creager, Jennifer Key, and Sophia Abrams within Emergency Services***
- 12. Approve promotion of Brandy Cooper to Emergency Communications Supervisor within Emergency Services***
- 13. Approve end of probationary period and pay increase for Steven Jennison within Telecomm***

GENERAL

- 14. Approve appointment of Chief Dan Bentley, Springboro Police, to Warren County Emergency Communications Board***
- 15. Approve notice of intent to award bid to Allied Construction, LLC for the 2023 Chip Seal Project Re-Bid***
- 16. Approve liquor permit application for an event at the Warren County Fairgrounds***
- 17. Authorize Prosecutor to submit grant application for Victims Assistance Funds***
- 18. Authorize Director of Grants Administration to approve single event deviation from the master agreement with UZA Partners relative to Transit***
- 19. Authorize FY 2024-2025 Reclaim Grant application on behalf of Juvenile Court***
- 20. Enter into temporary entrance and work agreement with Donald and Dolores Middleton for the Bridge Repair Project on Mason Morrow Millgrove Road Bridge***
- 21. Approve various youth worksite agreements on behalf of OMJ Warren County***
- 22. Authorize CBTS New Customer Account on behalf of Telecomm***
- 23. Approve various home provider placement agreements on behalf of Children Services***
- 24. Declare various items as surplus and authorize disposal through internet auction***
- 25. Acknowledge payment of bills***
- 26. Approve various performance bond releases and acceptance of streets for public maintenance***

FINANCIAL

- 27. Approve operational transfer from General Fund into W/S funds for interest earnings**
- 28. Approve supplemental appropriation into Clerk of Courts Computers 2275**
- 29. Approve appropriation adjustments within OMB 11011115, Economic Development 11011116, Board of Elections 11011300/1301, Human Services 2211, Clerk of Courts 11011126, 1282, and 2250, and Telecomm 4492**

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

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Prohibition of certain applications, platforms and websites on County owned and County leased devices
2. Authorize County Administrator to sign Memorandum of Understanding and addendum/amendment to the labor contracts between Warren County Sheriff and the Warren County Deputy Sheriffs' Benevolent Association
3. Authorize the execution and delivery of one or more terminations of agreements of lease and subleases in connection with the refunding and retirement of healthcare facilities refunding revenue bonds, series 2013A (Otterbein Homes) due to final payment of bonds

PROHIBITION OF CERTAIN APPLICATIONS, PLATFORMS AND WEBSITES ON COUNTY OWNED AND COUNTY LEASED DEVICES

WHEREAS, in a continued effort to maintain cybersecurity of Warren County's government and to join with other Governmental Entities such as the State of Ohio, it is the desire of this Board to prohibit and restrict certain applications, platforms and websites on County owned and County leased devices; and

NOW THEREFORE BE IT RESOLVED, to prohibit County Departments, Offices and Agencies from using social media applications and platforms on All devices issued or leased by the Board of County Commissioners, by any entity located in China as follows but are not limited to:

TikTok, Tencent QQ, Tencent Video, QQ International, Qzone, WeChat, Weibo, Xiao HongShut, Zhihu, Meituan, Toutiao, Alipay, Xiami Music, DingTalk/DingDing, Douban, RenRen, Youku/Tudou, Little Red Book and Zhihu; and

BE IT FURTHER RESOLVED, to provide direction that All devices issued or leased by the Board of County Commissioners should be reviewed and modified as needed in order to comply; and

BE IT FURTHER RESOLVED, that said prohibition does not apply to any person utilizing these social media platforms, when authorized by their department head or appointing authority for the sole purpose of performance of their job duties or functions.

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

M
M
M

Resolution adopted this th day of May 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/i/TikTok

Cc: All E/O, Agency and Department Heads
Telecomm (file)
IT file



MIKE DEWINE
GOVERNOR
STATE OF OHIO

Executive Order 2023-03D

Prohibition of Certain Applications, Platforms, and Websites on
State-Owned and State-Leased Devices

WHEREAS, maintaining the cybersecurity of Ohio state government and its employees and contractors is necessary to its safe and effective operation; and

WHEREAS, as Governor, I have implemented initiatives to protect Ohio private companies, government entities, and citizens from cybersecurity vulnerabilities and threats; and

WHEREAS, under China's 2017 National Intelligence Law, businesses located in China are required to assist the Chinese government in intelligence work, including data sharing with the Chinese Communist Party ("CCP"); and

WHEREAS, social media applications and platforms operating in China engage in surreptitious data privacy and cybersecurity practices to include collecting personal information, behavioral use data, biometric data, and other data contained on the devices of its users; and

WHEREAS, these social media applications and platforms are known to directly or indirectly act as an intelligence gathering mechanism for the CCP by sharing sensitive personal and business information and data obtained from its users and their devices with the CCP; and

WHEREAS, these surreptitious data privacy and cybersecurity practices pose national and local security and cybersecurity threats to users of these applications and platforms and the devices storing the applications and platforms; and

WHEREAS, the State of Ohio will not permit its state-owned or state-leased devices to act as a source to provide information to the CCP.

NOW THEREFORE, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State, do hereby order and direct that:

1. All State agencies, boards, and commissions shall prohibit the following on any state-owned or state-leased device capable of accessing the internet: (i) the download and/or use of any social media application, channel, and platform that is owned by an entity located in China and (ii) accessing the website of any social media application, channel, and platform that is owned by an entity located in China.

2. All State agencies, boards, and commissions are prohibited from using social media applications, channels, and platforms that are owned by an entity located in China.

Such applications and platforms include but are not limited to TikTok, Tencent QQ, Tencent Video, QQ International (QQi), Qzone, WeChat, Weibo, Xiao HongShu, Zhihu, Meituan, Toutiao, Alipay, Xiami Music, Tiantian Music, DingTalk/Ding Ding, Douban, RenRen, Youku/Tudou, Little Red Book, and Zhihu.

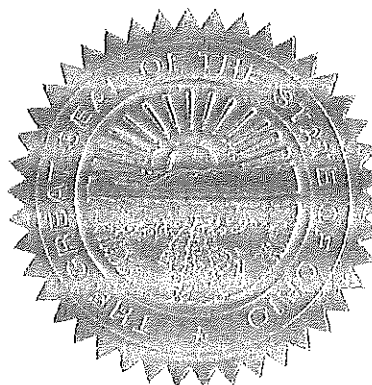
3. The Department of Administrative Services, through Ohio's Office of Information Technology, shall review relevant statewide policies and, where necessary, update them to comply with this Executive Order.

I signed this Executive Order on January 8, 2023, in Cedarville, Ohio, and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.


Mike DeWine, Governor

ATTEST:

Frank LaRose, Secretary of State



AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING AND ADDENDUM/AMENDMENT TO THE LABOR CONTRACTS BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION

WHEREAS, there is a need to consider a Memorandum of Understanding and contract addendum/amendment changing the collective bargaining agreements ("labor contract") between the Warren County Sheriff and the Warren County Deputy Sheriffs' Benevolent Association covering the Sworn Deputy bargaining unit; and

WHEREAS, the Memorandum of Understanding contained information regarding changes to Articles 7, 15, 23, 26, 27, and 34; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the above referenced Memorandum of Understanding and incorporating changes to the labor contract covering the Sworn Deputy bargaining unit. Copy of Memorandum of Understanding attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriffs' Benevolent Association
Sheriff (file)

RECEIVED 0MB0000

MAY 26 '23 ROWE

MEMORANDUM OF UNDERSTANDING

In an attempt to encourage the progressive recruiting of exceptional candidates for the open position of Deputy Sheriff, there are times when the Sheriff may have the ability to send a candidate to the Ohio Basic Peace Officer Academy. This Memorandum of Understanding is designed to modify, enhance or clarify certain articles and sections of the current Sworn Deputies Collective Bargaining Agreement, SERB Case Number 2022-MED-07-0696 as they may apply to a newly hired employee, or the transition of a current Sheriff's Office employee into the position of deputy sheriff. This "Program" is designed to benefit both existing employees in career development and the Sheriff's Office in recruitment. While it is not exclusive to existing employees, they are the emphasis.

1. The determination of when to open this opportunity is strictly at the sole discretion of the Sheriff. When making this decision he may consider many factors to include, but not limited to:
 - Available candidate pool
 - Number of positions needed to be filled
 - Timeliness of academy opening

A decision by the Sheriff to select or not select a candidate for the Ohio Basic Peace Officer Academy is not subject to the grievance procedure.

2. To ensure consistency in the hiring process, Warren County Sheriff's Office Policy and Procedure, *32 Hiring Process* will be adhered to.
3. Addition to Article 7 Probationary Periods:

Section 7.5. The employee, while attending the Basic Peace Officer Academy, is on probation. They may be terminated at any time they are in the Academy and shall have no right to appeal the termination. The 365 calendar day probationary period set forth in Section 7.1 shall apply to all employees subject to this memorandum of understanding and shall commence on the first day the employee works for the Sheriff's Office as a sworn deputy after completing the academy.

4. In the event the selected employee fails to meet academy standards, and they previously filled a role within the Sheriff's Office, there is no guarantee there will be an available opening for them to return to; however, the Sheriff's Office will attempt to accommodate a return to their original assignment. In the event there is no opening, and they are an employee in good standing, the Sheriff may rank them on an available eligibility list for the next available original assignment.

5. Article 15 Clarification:

The Sheriff's Office may use a variety of State Certified Peace Officer Academies and pay for tuition if applicable. Sections 15.2 and 15.5 are applicable. In the event the academy is closed, or the work week does not total 40 hours, or 80 hours in a pay period, the employee is expected to alert the Administrative Services Commander for guidance.

In the event the employee wishes to attend another State Certified Peace Officer Academy, they may coordinate this through the Administrative Services Commander; however, the academy must be the equivalent of a "full-time" academy and will be at their expense. Again, Sections 15.2 and 15.5 are applicable.

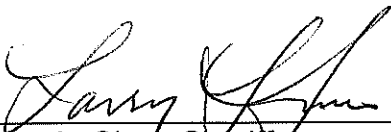
6. All equipment needed for the academy will be provided by the Sheriff's Office.
7. Article 23 Wages and Compensation are applicable and an employee permitted to attend the academy shall be paid at the entry level pay set forth in the sworn deputies agreement. Date of Hire for purposes of seniority and pay will be calculated from the first full pay period including the academy start date.
8. Article 26 Holidays-The employee will be a continuous employee during the duration of the academy.
9. Article 27 Sick Leave-In the event the employee fails to meet the required attendance policy of the academy due to illness or injury, they must, on their own and at their expense, facilitate making up the hours or be terminated from the program.
10. Addition to Article 34 Disability Leave:

Section 34.8. In the event the employee fails to complete the academy within twelve (12) months from date of hire due to disability, they will be terminated.

11. Employees moving from the non-sworn bargaining unit to the sworn bargaining unit will retain service credit with the Sheriff's Office for purposes of vacation accrual.
12. Employees who were in a non-sworn position prior to entering the academy and do not successfully complete the probationary period as a sworn deputy have no right to return to their former non-sworn position although they shall be considered for a vacancy in the classification held prior to entering the academy. An employee returned to a former classification pursuant to this memorandum shall be credited with the seniority they had at the time they left the bargaining unit but shall not be given credit for time spent in a sworn deputy classification.

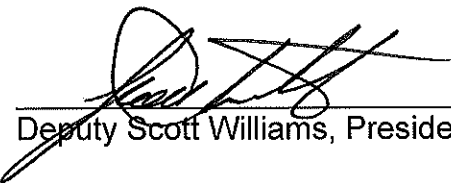
13. All other provisions of the current Sworn Deputies Collective Bargaining Agreement are in enforce and effect.

For the Warren County Sheriff's Office:



Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's Benevolent Association:



Deputy Scott Williams, President

For the Warren County Commissioners:

Tiffany Zindel, County Administrator

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

_____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE TERMINATIONS OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION WITH THE REFUNDING AND RETIREMENT OF HEALTHCARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2013A (OTTERBEIN HOMES OBLIGATED GROUP), ISSUED BY THE COUNTY FOR THE BENEFIT OF OTTERBEIN HOMES.

WHEREAS, on May 28, 2013, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") passed a resolution (the "Prior Bond Resolution"), which authorized, under the authority of Chapter 140 of the Ohio Revised Code (the "Act"), the issuance of the County's Healthcare Facilities Refunding Revenue Bonds, Series 2013A (Otterbein Homes Obligated Group) (the "Prior Bonds"), which Prior Bonds were issued in an aggregate principal amount of \$62,955,000, for the benefit of Otterbein Homes, an Ohio nonprofit corporation ("Otterbein Homes"), and certain of its affiliates; and

WHEREAS, such Prior Bond Resolution also authorized the execution and delivery by the Board of certain documents necessary in connection with the issuance of the Prior Bonds, including certain Agreements of Lease and Subleases; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County entered into the following Agreements of Lease (collectively, the "Agreements of Lease"):

(a) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 201311350 of the Official Records of the County of Wood, Ohio;

(b) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 201307100036235 of the Official Records of the County of Lucas, Ohio;

(c) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Homes and the County, recorded as Instrument No. 926666 of the Official Records of the

County;

(d) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926664 of the Official Records of the County;

(e) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300004309 of the Official Records of the County of Auglaize, Ohio;

(f) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926662 of the Official Records of the County;

(g) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300004312 of the Official Records of the County of Auglaize, Ohio;

(h) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201300233068 of the Official Records of the County of Ottawa, Ohio;

(i) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 926668 of the Official Records of the County; and

(j) Agreement of Lease, dated as of July 1, 2013, by and between Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, and the County, recorded as Instrument No. 201311337 of the Official Records of the County of Wood, Ohio; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County entered into the following Subleases (collectively, the "Subleases"):

(a) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 201311351 of the Official Records of the County of Wood, Ohio;

(b) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 201307100036236 of the Official Records of the County of Lucas, Ohio;

(c) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Homes, recorded as Instrument No. 926667 of the Official Records of the County;

(d) Sublease, dated as of July 1, 2013, by and between the County and

Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926665 of the Official Records of the County;

(e) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300004310 of the Official Records of the County of Auglaize, Ohio;

(f) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926663 of the Official Records of the County;

(g) Sublease, dated as of July 1, 2013, by and between the County and Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300004313 of the Official Records of the County of Auglaize, Ohio;

(h) Sublease, dated as of July 1, 2013, by and between the County and Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201300233069 of the Official Records of the County of Ottawa, Ohio;

(i) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 926669 of the Official Records of the County; and

(j) Sublease, dated as of July 1, 2013, by and between the County and Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, recorded as Instrument No. 201311338 of the Official Records of the County of Wood, Ohio; and

WHEREAS, pursuant to such Prior Bond Resolution and under the authority of the Act, the County issued the Prior Bonds in accordance with the terms of the Indenture of Trust (Bond Indenture), dated as of July 1, 2013, by and between the County and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association (the "Prior Trust Indenture"); and

WHEREAS, at the request of Otterbein, the State of Ohio, acting by and through the Ohio Higher Educational Facility Commission (the "Issuer"), has issued its Healthcare Facility Revenue Bonds, Series 2023 (Otterbein Homes Obligated Group) (the "Series 2023 Bonds") for the purpose of, among other things, refunding and retiring all of the outstanding Prior Bonds; and

WHEREAS, in connection with the issuance of the Series 2023 Bonds by the Issuer and the refunding and retiring of the Prior Bonds, the County and Otterbein Homes, on behalf of itself and certain of its affiliates, desire to cancel and terminate the Agreements of Lease and the Subleases and the County desires to authorize such actions as are necessary to discharge the lien of the Prior Trust Indenture.

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

SECTION 1. That any two members of this Board be and they hereby are authorized and directed to execute and deliver on behalf of the County one or more terminations related to the Agreements of Lease and the Sublease (collectively, the "Termination") with Otterbein Homes and/or its affiliates, in form and substance acceptable to counsel to this Board. Such Termination shall be subject to such changes, insertions and omissions as may be approved by this Board, which are consistent with this Resolution and are not substantially adverse to the County, as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members of this Board.

SECTION 2. That such Termination shall be filed in the Official Records of the County and the other counties where the Lease Agreements and Subleases have been recorded, after the Prior Bonds have been refunded and retired with the proceeds of the Series 2023 Bonds.

SECTION 3. That any member of this Board or the Clerk be and they hereby are authorized and directed to execute and deliver on behalf of the County any other documents necessary or advisable to reflect the satisfaction of the obligations of the County and Otterbein Homes in connection with the retirement of the Prior Bonds in form and substance acceptable to counsel to this Board. Such documents shall be in such form and contain such terms as may be approved by this Board, which are consistent with this Resolution and are not substantially adverse to the County, as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the member of the Board or the Clerk authorized hereby.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

[Remainder of page intentionally left blank]

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

Ayes:

Nays:

ADOPTED this ___ day of _____, 2023.

Clerk
Board of County Commissioners, Warren
County, Ohio

CERTIFICATE

The undersigned, duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on _____, 2023.

Clerk
Board of County Commissioners, Warren
County, Ohio

_____, 2023

TERMINATION OF AGREEMENTS OF LEASE AND SUBLEASES

WHEREAS, Otterbein Homes, an Ohio nonprofit corporation, (the "Corporation") entered into three Agreements of Lease (as amended and supplemented, collectively the "Corporation Lease Agreements") with the County of Warren, Ohio (the "County") each dated as of July 1, 2013. Each Corporation Lease Agreement was recorded on July 10, 2013 as follows: (i) Instrument Number 201311350 of the Official Records of Wood County; (ii) Instrument Number 201307100036235 of the Official Records of Lucas County; (iii) and, Instrument Number 926666 of the Official Records of Warren County.

WHEREAS, Otterbein Maineville, LLC, an Ohio nonprofit limited liability company ("Otterbein Maineville"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926664 of the Official Records of Warren County (the "Otterbein Maineville Lease");

WHEREAS, Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company ("Otterbein Cridersville"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201300004309 of the Official Records of Auglaize County (the "Otterbein Cridersville Lease");

WHEREAS, Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company ("Otterbein Lebanon"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926662 of the Official Records of Warren County (the "Otterbein Lebanon Lease");

WHEREAS, Otterbein St. Marys, LLC, an Ohio nonprofit limited liability company ("Otterbein St. Marys"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201300004312 of the Official Records of Auglaize County (the "Otterbein St. Marys Lease");

WHEREAS, Otterbein North Shore, LLC, an Ohio nonprofit limited liability company ("Otterbein North Shore"), entered into an Agreement of Lease dated July 1, 2013 with the

County recorded on July 10, 2013 as Instrument Number 201300233068 of the Official Records of Ottawa County (the "Otterbein North Shore Lease");

WHEREAS, Otterbein Middletown, LLC, an Ohio nonprofit limited liability company ("Otterbein Middletown"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 926668 of the Official Records of Warren County (the "Otterbein Middletown Lease");

WHEREAS, Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company ("Otterbein Portage Valley"), entered into an Agreement of Lease dated July 1, 2013 with the County recorded on July 10, 2013 as Instrument Number 201311337 of the Official Records of Wood County (the "Otterbein Portage Valley Lease," and collectively with the Corporation Lease Agreements, the Otterbein Maineville Lease, the Otterbein Cridersville Lease, the Otterbein Lebanon Lease, the Otterbein St. Marys Lease, the Otterbein North Shore Lease and the Otterbein Middletown Lease, the "Lease Agreements");

WHEREAS, the Corporation entered into three Subleases (collectively the "Corporation Sublease Agreements") each with the County dated as of July 1, 2013, and which were recorded on July 10, 2013 as follows: (i) Instrument Number 201311351 of the Official Records of Wood County; (ii) Instrument Number 201307100036236 of the Official Records of Lucas County; (iii) and Instrument Number 926667 of the Official Records of Warren County.

WHEREAS, Otterbein Maineville entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926665 of the Official Records of Warren County (the "Otterbein Maineville Sublease");

WHEREAS, Otterbein Cridersville entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300004310 of the Official Records of Auglaize County (the "Otterbein Cridersville Sublease");

WHEREAS, Otterbein Lebanon entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926663 of the Official Records of Warren County (the "Otterbein Lebanon Sublease");

WHEREAS, Otterbein St. Marys entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300004313 of the Official Records of Auglaize County (the "Otterbein St. Marys Sublease");

WHEREAS, Otterbein North Shore entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201300233069 of the Official Records of Ottawa County (the "Otterbein North Shore Sublease");

WHEREAS, Otterbein Middletown entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 926669 of the Official Records of Warren County (the "Otterbein Middletown Sublease");

WHEREAS, Otterbein Portage Valley entered into a Sublease with the County dated as of July 1, 2013, recorded on July 10, 2013 as Instrument Number 201311338 of the Official Records of Wood County (the "Otterbein Portage Valley Sublease," and collectively with the Corporation Sublease Agreements, the Otterbein Maineville Sublease, the Otterbein Cridersville Sublease, the Otterbein Lebanon Sublease, the Otterbein St. Marys Sublease, the Otterbein North Shore Sublease and the Otterbein Middletown Sublease, the "Sublease Agreements"); and

WHEREAS, Otterbein Maineville, Otterbein Cridersville, Otterbein Lebanon, Otterbein St. Mary's, Otterbein North Shore, Otterbein Middletown and Otterbein Portage Valley are affiliates of the Corporation (collectively, the "Affiliated Entities").

WHEREAS the Corporation may terminate said Lease Agreements and said Sublease Agreements on behalf of itself and each of the Affiliated Entities; and

WHEREAS, the County and the Corporation and the Affiliated Entities desire to cancel and terminate said Lease Agreements and said Sublease Agreements and the County is executing this instrument at the request of the Corporation.

WHEREAS, all of the Bonds referenced in the Lease Agreements and the Sublease Agreements have been fully paid and discharged.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

The Lease Agreements and Sublease Agreements, as described in the preambles hereto, and the terms thereof, are hereby agreed and determined to be cancelled and terminated and the County and the Corporation and the Affiliated Entities, as applicable, are hereby released and discharged from all obligations thereunder, with the exception of certain obligations which by the terms of the Sublease Agreements survive their termination, including, but not limited to, the obligation of the Corporation to indemnify the County pursuant to Article VIII and Sections 2.10 and 9.3 of the Sublease Agreements.

IN WITNESS WHEREOF, the County and the Corporation have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

COUNTY OF WARREN, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

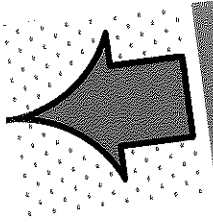
OTTERBEIN HOMES

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial Officer

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Tom Grossman, Shannon Jones and David G. Young, members of the Board of County Commissioners of the County of Warren, Ohio, an Ohio County and political subdivision, on behalf of the County. No oath or affirmation was administered to the signers with regard to the notarial act.

Notary Public

State of Ohio)
) ss:
County of Warren)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation, on behalf of the nonprofit corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

The undersigned as trustee and assignee pursuant to the Indenture of Trust (Bond Indenture) dated as of July 1, 2013 between the County of Warren, Ohio and U.S. Bank Trust Company, National Association as successor to U.S. Bank National Association (the "Bond Indenture"), hereby agrees and consents to, and approves of, the foregoing instrument. The undersigned further confirms and certifies that all outstanding principal and interest on the Series 2013 Bonds referenced in the Bond Indenture has been paid and that the Bond Indenture has terminated, ceased, determined and become void and the lien thereof has terminated.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Daniel A. Boyers, Vice President

State of Ohio)
) ss:
County of Hamilton)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Daniel Boyers, Vice President of U.S. Bank Trust Company, National Association, a national banking association, on behalf of the national banking association. No oath or affirmation was administered to the signer with regard to the notarial act.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein Maineville have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN MAINEVILLE, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Maineville, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein Cridersville have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN CRIDERSVILLE, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
County of _____) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Cridersville, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein Lebanon have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN LEBANON, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Lebanon, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein St. Mary's have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN ST. MARY'S, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein St. Mary's, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein North Shore have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN NORTH SHORE, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein North Shore, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein Middletown have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN MIDDLETOWN, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial
Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Middletown, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, the County and Otterbein Portage Valley have caused this instrument to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

OTTERBEIN PORTAGE VALLEY, LLC

By: OTTERBEIN HOMES, as sole member

By: _____
Name: J. Christopher Green
Title: Treasurer and Chief Financial Officer

State of Ohio)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by J. Christopher Green, Treasurer and Chief Financial Officer of Otterbein Homes, an Ohio nonprofit corporation and sole member of Otterbein Portage Valley, LLC, an Ohio nonprofit limited liability company, on behalf of the nonprofit limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

This instrument was prepared by: Squire Patton Boggs (US) LLP
1000 Key Tower
127 Public Square
Cleveland, Ohio 44114



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

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

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

MINUTES: Regular Session – May 23, 2023

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

The Board met in regular session pursuant to adjournment of the May 16, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the May 16, 2023, meeting were read and approved.

- 23-0626 A resolution was adopted to approve pay increase for David Rentz, Wastewater Treatment Plant Tech, within the Warren County Water and Sewer Department. Vote: Unanimous
- 23-0627 A resolution was adopted to approve a temporary pay increase for Connor Davis and John Kendrick within the Water and Sewer Department. Vote: Unanimous
- 23-0628 A resolution was adopted to advertise for bids for the 2023 Pier Wall Project. Vote: Unanimous
- 23-0629 A resolution was adopted to enter into an agreement with CBTS Technology Solutions, Inc. for enterprise backup system for Warren County Telecommunications. Vote: Unanimous
- 23-0630 A resolution was adopted to advertise for bids for the As Needed Sanitary Point Liner Repairs Project. Vote: Unanimous
- 23-0631 A resolution was adopted to approve and enter into an agreement with BYU Idaho Career Center Master Internship on behalf of Warren County Children Services. Vote: Unanimous

- 23-0632 A resolution was adopted to approve addendum to agreement with Necco, Inc. relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 23-0633 A resolution was adopted to enter into an agreement with Ohio CSEA Directors' Association (O.C.D.A.) on behalf of Warren County CSEA. Vote: Unanimous
- 23-0634 A resolution was adopted to enter into a temporary entrance and work agreement with Rodney K. and Lisa D. Greely for the culvert replacement on Wilmington Road. Vote: Unanimous
- 23-0635 A resolution was adopted to authorize the President of this Board to execute a contract with Focus on Youth for the Emergency Foster Care Program on behalf of the Warren County Juvenile Court. Vote: Unanimous
- 23-0636 A resolution was adopted to enter into a youth worksite agreement on behalf of OhioMeansJobs Warren County. Vote: Unanimous
- 23-0637 A resolution was adopted to enter into an office space reimbursement agreement with OhioMeansJobs Warren County. Vote: Unanimous
- 23-0638 A resolution was adopted to approve the memorandum of understanding and agreement with St. Margaret of York for a school resource Deputy of behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 23-0639 A resolution was adopted to authorize President of the Board to sign the task completion reports for Central Square Technologies (FKA Tritech Software Systems) on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0640 A resolution was adopted to authorize President of the Board to sign the task completion reports for Central Square Technologies (FKA Tritech Software Systems) on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0641 A resolution was adopted to authorize the filing of application with the Ohio Department of Transportation for FY 2024 Ohio Transit Partnership Program. Vote: Unanimous
- 23-0642 A resolution was adopted to enter into an agreement with MJB Property Investments, LLC for water service to property at 5777 Bunnell Hill Road. Vote: Unanimous
- 23-0643 A resolution was adopted to transfer 2002 Better Built HD trailer being utilized by the Warren County Facilities Management Department to Harlan Township. Vote: Unanimous
- 23-0644 A resolution was adopted to authorize the transfer of equipment to Mobilcomm for trade in one new bi-directional amplifier on behalf of Warren County Telecommunications. Vote: Unanimous

- 23-0645 A resolution was adopted to authorize the disposal and transfer of Warren County Telecommunications equipment to Sound Communications. Vote: Unanimous
- 23-0646 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-0647 A resolution was adopted to approve a street and appurtenances (including sidewalks) bond reduction for Long Cove Acquisition Partners, LLC for completion of performance of construction of improvements and enter into the maintenance security for Long Cove, Phase 7 situated in Deerfield Township. Vote: Unanimous
- 23-0648 A resolution was adopted to approve a street and appurtenances (including sidewalks) bond reduction for Long Cove Acquisition Partners, LLC for completion of performance of construction of improvements and enter into the maintenance security for Long Cove, Phase 4D situated in Deerfield Township. Vote: Unanimous
- 23-0649 A resolution was adopted to approve a street and appurtenances (including sidewalks) bond reduction for Long Cove Acquisition Partners, LLC for completion of performance of construction of improvements and enter into the maintenance security for Long Cove, Phase 2D situated in Deerfield Township. Vote: Unanimous
- 23-0650 A resolution was adopted to approve various record plats. Vote: Unanimous
- 23-0651 A resolution was adopted to approve supplemental appropriation into Court Building Construction Fund #4494. Vote: Unanimous
- 23-0652 A resolution was adopted to approve supplemental appropriation into Gasoline Rotary Fund #6650. Vote: Unanimous
- 23-0653 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Common Pleas Court Fund #11011223. Vote: Unanimous
- 23-0654 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Information Technology Fund #11011400. Vote: Unanimous
- 23-0655 A resolution was adopted to approve appropriation adjustment from Commissioners' General Fund #11011110 into Sheriff's Office – Corrections Fund #11012210. Vote: Unanimous
- 23-0656 A resolution was adopted to approve appropriation adjustment within Children Services Fund #2273. Vote: Unanimous
- 23-0657 A resolution was adopted to approve appropriation adjustment within Commissioners' General Fund #11011110 and OMB Fund #11011115. Vote: Unanimous

- 23-0658 A resolution was adopted to approve appropriation adjustment within Probate Court Fund #11011250. Vote: Unanimous
- 23-0659 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-0660 A resolution was adopted to authorize County Administrator to sign application with Crum & Foster for the provision of excess cyber insurance. Vote: Unanimous
- 23-0661 A resolution was adopted to cancel regularly scheduled Commissioners' Meeting of Thursday, May 25, 2023. Vote: Unanimous

DISCUSSIONS

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

Chris Brausch, Sanitary Engineer, was present for a follow-up work session to discuss the results of the Morrow Area Sewer Study.

Mr. Brausch presented the attached PowerPoint presentation which provides an overview on the background of the area, the issues, planned upgrades, as well as potential future actions for consideration by the Board.

Commissioner Jones questioned the purpose of the work session today.

Mr. Brausch stated that the Village of Morrow approved the Woodlands of Morrow development that contained 889 lots. At the time of approval, the then Sanitary Engineer informed the developer and the Village of Morrow that there would only be capacity for 500-550 lots within the existing sanitary sewer system. He then stated that the Woodlands have developed or platted 585 lots to date and are awaiting approval to develop the next phase. He stated they are constructing 40 – 50 lots per year.

There was discussion relative to the Black & Veatch hydraulic model results that show there is an overflow during serious rain events.

There was discussion relative to the Village of Morrow approving plats without sanitary sewer capacity as well as if there is a legal requirement to provide capacity to the development.

Mr. Brausch stated that the study shows the need for major capital improvements to the system in order to address the current and future issues. He then discussed the desire to add a \$4000-

\$6000 additional capacity charge to connect to sewers in the area to help finance the needed improvements.

The Board stated their desire for a plan that shows the projected cost of the improvements for repairs as well as the cost of new construction attributed to growth.

Commissioner Jones stated her opinion that this is a financial issue that needs addressed, not a question of whether this development should be served as it is within the sewer improvement area.

Dan Fischer, Woodlands of Morrow developer along with Mary Allen, stated he was not aware, prior to taking over this development upon the death of his father-in-law, that there was a capacity limitation. He then stated he is willing to take the fee in order to develop but stated concerns with the disadvantage it will cause to the area vs. surrounding areas.

Joe Prus, Prus Construction, and developer of the Villages of Classicway, stated his development is already under construction and sanitary sewers have been committed. He stated his concern with the rules being changed to add an additional charge and he is not sure how his builders will respond.

Mary Allen, Woodlands of Morrow developer, stated that upon searching her late husband's files, she discovered a study from 2005 that shows the addition of a pump station would be needed in order to solve the future problems. She stated that in 2017, she read in the press that the Board instructed Mr. Brausch to fix the sewer problems and not stop growth. That was the determining factor in continuing with the development. She then discussed their offer to line the sanitary sewer from their development to the pump station to solve any infiltration from their development in exchange for approval to develop the remaining lots.

Carolyn Whitacre, Village of Morrow Administrator, stated a concern with the doubling of the tap fee in the Morrow Area.

Shawn Campbell, Jones Warner Consultants, stated his firm has been the engineer for the Village of Morrow since 2008 and he was unaware of any letter limiting development for the Woodlands of Morrow. He stated he did not learn this until improvements began on their Water Treatment Plant.

Dave Pyzoha, Jones Warner Consultants, stated that he worked for a different firm that engineered the capacity solution in 2005. He stated that he retired in 2018 and is working part-time now for Jones Warner. He stated that this system is unique in that it doesn't actually overflow which is an enigma from an engineering perspective.

Mr. Campbell stated that they have not seen any overflows. He stated that the overflows being referenced are only model based. He then stated that he willing to do whatever he can in order to help assist in fixing the problems on behalf of the Village of Morrow.

Mr. Brausch explained the lining of the sewer that Mrs. Allen suggested, stating that the cost would be approximately \$160,000 with the County submitting a 50% match OPWC grant and the developer paying the match. He stated it would reduce the inflow and infiltration.

Commissioners Jones stated the need to understand what an additional capacity charge would contribute to the project. She stated her concern with it being disproportionate.

Mr. Brausch stated he is not requesting that new development pay the \$20 million improvement cost, only between \$2.1 million and \$3.1 million.

There was discussion relative to spreading the cost of improvements throughout the entire system.

Commissioner Young stated he doesn't feel this should be a problem for all customers throughout the entire system. He then stated the need to "fix" the current system.

Commissioner Jones stated the question to her isn't if sewers are available but who pays for the improvements.

Commissioner Young stated that he fundamentally and philosophically disagrees with his colleagues. He stated that he does not agree that sanitary sewers are a right and are there to be expanded. He then stated his opinion that the Village of Morrow's desire to bring in taxpayers to their village and making promises that they cannot keep, is costing the County \$20 million.

Commissioner Jones stated that she does not believe in unfettered growth. She stated that this area is inside the sewer improvement area, not outside. She stated that the developer is in a bad spot and shouldn't be put at a disadvantage by a decision made 17 years ago.

Commissioner Young questioned if the system, with improvements, can handle an additional 1000 homes.

Mr. Brausch stated that improvements to the system are going to be needed regardless of additional lots within the Woodlands of Morrow.

Commissioner Grossmann stated that this Board is responsible for fixing the sewer system. He then stated that we are responsible for providing sanitary sewer services within the sewer improvement area. He stated that some developers were limited to a number of tap-ins, and some were not. He then stated his opinion that a doubling of the tap-in fee is too much.

There was discussion relative to the range suggested for the additional capacity charge.

Commissioner Grossmann questioned why developers should pay to fix our sewer system.

Commissioner Jones stated that Mr. Brausch needs to determine what the fair share of the 250 tap-ins will cost vs. the cost to fix the system that will need to be improved regardless.

Commissioner Young stated that if Morrow wants to add to the sewer system, then they need to build their own sewer treatment plant.

Mr. McGary then reviewed the letter provided by the Sanitary Engineer in 2005 which stated that the developer was responsible for improvements.

There was discussion relative to Hopewell Valley and Villages of Classicway adding to the capacity issues as well as the Woodlands of Morrow.

There was discussion related to the letter from 2005. Commissioner Jones stated she reads the letter differently as the system has changed in 17 years. She stated the need to look at mitigation in the interim until solutions are in place.

Commissioner Young stated his agreement that additional capacity fees should be for the expansion costs only, not to fix the existing sewer system.

Commissioner Grossmann questioned if there is something that can be done short term in accommodate all plans.

Commission Young stated he is in 100% agreement with a moratorium of 15 taps per year in the original Village of Morrow area and to limit the number of tap-ins to 550 for the Woodland of Morrow.

Mrs. Allen stated they plan to construct 252 lots over the next five years. She stated they have not let bids for construction to cross the ravine which would require a bridge.

Commissioner Young clarified that plan to construct 150 lots without going deep into the project.

Mr. Fischer stated they have a contractual obligation to have 62 lots per year but historically, Ryan Homes has only purchased 40.

Upon discussion, the Board stated their desire to continue this discussion to June 13, 2023, with Mr. Brausch providing the financial information requested prior to rendering any decisions.

Susanne Mason, Director of Grants Administration, was present for a work session to discuss the contract amendment request from UTS, Warren County Transit provider.

Mrs. Mason stated that the follow-up work session is at the request of this Board for UTS to comprise an hourly rate if the Board were to amend the contract until the end of 2024.

Mike Cronin, President of UTS, stated he requested Brandon Baum, Director of Operations, to review costs.

Mr. Baum presented the attached PowerPoint presentation showing the budget he created using 2022 costs for an 18-month rate as requested. He stated that the hourly rate would be a \$6 per revenue hour increase for a final rate of \$39.31.

There was discussion relative to the contract cap of \$930,000 which has never been reached but if the event ridership increased, would require an amendment.

Commissioner Young stated their Board has three options:

1. Do nothing
2. Raise the requested \$2.50 per hour
3. Raise the \$6 per hour until the end of 2024

Mr. Cronin stated UTS would be agreement to continue the agreement through 2025 if the increase for 2025 is based on the consumer price index.

Commissioner Grossmann stated his desire to agree to the \$2.50 per revenue hour increase now and prepare to re-bid the agreement for 2024.

Mr. Cronin stated that their bid will likely be higher for 2024 as the 18-month rate is based on 2022 costs and the bid rate would be based upon 2023.

Upon discussion, the Board agreed to the amendment to increase the hourly revenue rate \$2.50 per hour with that amount being used directly for wage increases for drivers as stipulated at the previous work session.

The Board acknowledged receipt of the annexation petition of Scott Brunka, Agent, to annex 51.4419 acres of municipally owned property to the City of Lebanon.

Upon motion the meeting was adjourned.

Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on May 23, 2023, in compliance with Section 121.22 O.R.C.

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

MORROW AREA SEWER STUDY

Warren County Water & Sewer Department



AGENDA

1. Background
2. Issues
3. Planned Upgrades
4. Potential Future Actions

Warren County Commissioners
May 23, 2023



1

1992 Morrow-Roachester Sewer System

- Project: Todd's Fork Lift Station & 6.4 Miles of Force Main
- \$7.2 Million Construction
- 992 Customers with capacity for 500 additional homes
- System was undersized for the 992 customers



3

2001 Hamilton Twp Sewer Expansion



- **April 1998** - Little Miami School District announces plans to build a new high school in Hamilton Township
- Big Foot Lift Station & Force Main
- **June 2001** – Construction is complete and High School is served along with 447 surrounding acres for 1,569 planned homes.
- \$1.21 Million Construction – Assessment Project

5

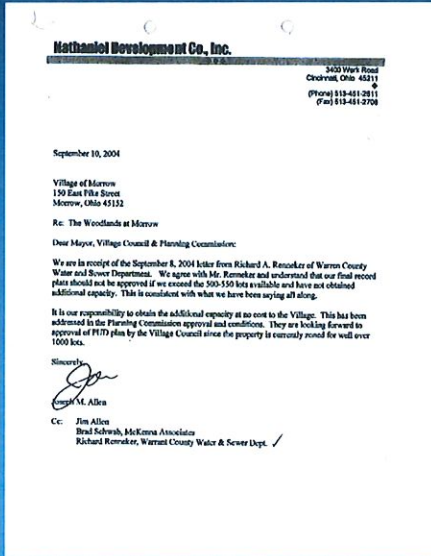
2006 Woodlands of Morrow Expansion

- 425 Acres (Alpine Property) annexed into Village of Morrow
- 889 Additional Single Family Residential Homes
- 66% Complete – 585 Lots platted or being built (10/2022)



6

Woodlands of Morrow Expansion



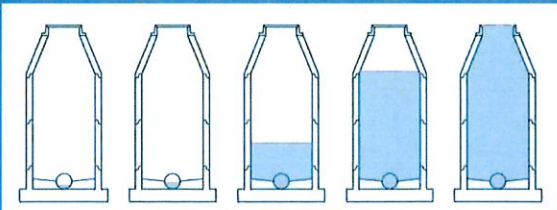
As of 2023, the Woodlands has exceeded their 500 - 550 home allowance.

7

Growing Pains – Collection system surcharges & pump stations run continuously during wet weather events



Left: Todd's Fork Lift Station. Right: Elevated river stage during May 2020 investigation.



9

Affordable housing and the Little Miami School District makes this area a desirable place to live.

	Woodland of Morrow	Hopewell Valley	Villages of Classic Way	Morrow Area Connections
2017	49	24	46	120
2018	49	11	9	69
2019	71	9	0	84
2020	90	31	1	122
2021	67	55	43	166
2022	40	23	72	137
Lots Under Construction	63	25	78	166
Remaining Unplatted Lots	304	43	180	527

Buildout is possible within 7 to 10 years.

12

Black & Veatch Hydraulic Model Results (Buildout Conditions)

- More frequent surcharging & overflows
- Sanitary Sewer Overflows could occur during 3-month events (Approx 1.5 inches of rain).
- Overflows could begin to occur during prime outdoor recreation season (May – October)



13

Proposed Solutions Include Pump Stations, Force Mains, & Equalization Tanks



IMPROVEMENTS

- 900,000 Gallon Storage Tank
- New Todd's Fork Pump Station
- Additional 10" Force Main

\$26 Million

17

A portion of the capital construction can be funded from new capacity fees paid by home builders in the Morrow Area.

Collected Sewer Fees

	Morrow Area Connections	Morrow Area Sewer Fees
2017	120	\$726,320
2018	69	\$444,820
2019	84	\$555,320
2020	122	\$790,360
2021	166	\$1,012,380
2022	137	\$852,980

Sanitary Sewer Connection Fees currently average \$6,300/home.

An additional \$4,000 – 6,000 /home capacity fee could generate \$2.1 - \$3.1 Million

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MORROW SEWER SERVICE AREA
Warren County Sewer District

Potential Steps Forward

INFRASTRUCTURE

- ✓ Purchased property at 100 Hazen Avenue, Morrow
- Clean existing 10-inch & 12-inch force mains - 2023
- Sanitary Sewer Evaluation & Collection System Repairs – 2023 to 2027
- Flow Monitoring - Spring 2028
- Update study - 2029
- Design & construction - 2030

20

MORROW SEWER SERVICE AREA
Warren County Sewer District

Potential Steps Forward

FINANCE

- Adopt a \$6,000/Equivalent Residential Unit for the Morrow Area

21

MORROW SEWER SERVICE AREA

Warren County Sewer District

Potential Steps Forward

DEVELOPMENT

Woodlands of Morrow – Notify developer that they have exceeded their allowed platted lots and that additional lots beyond Phase 4D will not be permitted until additional capacity is constructed

(or)

Woodlands of Morrow – Notify developer that they have exceeded their allowed platted lots and that the County is imposing a temporary cap of 40 homes/year until additional capacity is constructed.

(or)

Woodlands of Morrow – Notify the developer that they have exceeded their allowed platted lots and that the County chooses not to enforce the restriction at this time but reserves the right at a future date.

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MORROW SEWER SERVICE AREA

Warren County Sewer District

Potential Steps Forward

DEVELOPMENT

- Impose a temporary cap of 15/year on the issuance of residential sanitary sewer taps to be served in the original Morrow-Rochester Sewer Improvement Area until additional capacity is constructed.
- Continue to strictly enforce the existing sewer service boundary and deny requests to expand the service area.

23



Warren County Commissioners Meeting

5.23.2023





Budget Assumptions

- 29,000 Revenue Hours in 2024
- 16% increase in wages (\$2 increase to current drivers)
- 3 additional drivers hired at \$15 / hour
- Salaries remain the same (Manager and Dispatchers)
- Parts & Repairs based on first 4 months of 2023 data
- Fixed Costs remain the same (Insurance, Rent, Utilities, etc.)



2024 Budget

2024 WCTS Budget	
Revenue Hours	29000
Wages	\$ 661,788.00
Salaries	\$ 104,050.00
Parts & Repairs	\$ 70,000.00
Fixed Costs	\$ 249,743.82
5% Profit Margin	\$ 54,279.09
Total Costs	\$ 1,139,860.91
18-Month Rate	\$ 39.31



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

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

*NAME OF ATTENDEE: Robert S. Fischer DEPARTMENT: County Court

*POSITION: Judge DATE: May 22, 2023

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

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

PURPOSE: 2023 AMCJO SUMMER CONFERENCE

LOCATION: Hilton Cincinnati Netherland Plaza

DATE(S): July 10-12, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: _____

ESTIMATED COST OF TRIP: reg \$300; mileage \$96 = approx \$396.00

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 5/22/23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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



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*NAME OF ATTENDEE: Gary A. Loxley DEPARTMENT: County Court

*POSITION: Judge DATE: May 22, 2023

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

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

PURPOSE: 2023 AMCJO SUMMER CONFERENCE

LOCATION: Hilton Cincinnati Netherland Plaza

DATE(S): July 10-12, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$156 per night/ Hilton Cincinnati Netherland Plaza

ESTIMATED COST OF TRIP: reg \$300; lodge \$468 ; mileage \$32 = approx \$800

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Melissa Marley Ct Adm 5/22/23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

