

Resolution

Number 20-0678

Adopted Date May 19, 2020

APPROVE PROMOTION FOR BRENT POWELL, METER READER I TO THE POSITION OF METER READER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Director of the Water and Sewer Department recommends the promotion of Brent Powell, to the position of Meter Reader II as he has met the requirements for the position; and

WHEREAS, it is the desire of the Board to promote Brent Powell to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Brent Powell to the position of Meter Reader II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #14, \$17.76, effective pay period starting May 23, 2020.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
B. Powell's personnel file
OMB – Sue Spencer
T. Reier

Resolution

Number 20-0679

Adopted Date May 19, 2020

APPROVE LATERAL TRANSFER OF AMBER VALENTINE FROM THE POSITION OF LEAD CASEWORKER TO FOSTER CARE ADOPTION CASEWORKER II , WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Valentine to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Amber Valentine from the position of Lead Caseworker to Foster Care Adoption Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective May 25, 2020.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Valentine's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0680

Adopted Date May 19, 2020

ACCEPT RESIGNATION OF BRANDON COLDIRON, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE MAY 12, 2020

BE IT RESOLVED, to accept the resignation, of Brandon Coldiron, Custodial Worker I, within the Warren County Facilities Management Department effective May 12, 2020.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
B. Coldiron's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0681

Adopted Date May 19, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MICHAEL GATES,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Michael Gates; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Michael Gates for an illness not to exceed twelve (12) weeks; pending further documentation from Mr. Gates' physician.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
M. Gates' FMLA file
OMB – Sue Spencer

Resolution

Number 20-0682

Adopted Date May 19, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MARK CAMPBELL,
WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Mark Campbell; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Mark Campbell not to exceed twelve (12) weeks; pending further documentation from Mr. Campbell's physician.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
M. Campbell's FMLA file
OMB – Sue Spencer

Resolution

Number 20-0683

Adopted Date May 12, 2020

ACCEPT FACT-FINDER AWARD RELATIVE TO WARREN COUNTY SHERIFF AND WARREN COUNTY DEPUTY SHERIFF BENEVOLENT ASSOCIATION

BE IT RESOLVED, to accept the Fact-Finder Award relative to Warren County Sheriff and Warren County Deputy Sheriff Benevolent Association (WCDSBA) Relative to SERB Case No(s). 2019-MED-07-0644 (Deputies) and 2019-MED-07-0645 (Sergeants and Lieutenants); copy of said Fact-Finder Award 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Warren County Deputy Sheriff Benevolent Association
Sheriff (file)
Clemans, Nelson & Associates
Tiffany Zindel

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Impasse Procedures

In the matter of the factfinding between:)	SERB Case No(s).
)	2019-MED-07-0644
Warren County Sheriff)	(Deputies) and
Public Employer)	2019-MED-07-0645
)	(Sergeants and Lieutenants)
and)	
)	
Warren County Deputy Sheriff's)	GREGORY P. SZUTER, FACT FINDER
Benevolent Assn.)	
Employee Organization)	

Report and Recommendation

for the Labor Organization:

Stephen S. Lazarus, Esq.
Bret Vetter Esq.
LAZARUS AND LEWIS, LLC
30 Garfield Place, Suite 915
Cincinnati, OH 45202
T: (513) 721-7300
E:<<stevelazarus@hlmlaw.com>>

Also present on behalf of the Union:

Lt. Chris Peters
Deputy John Mann
Deputy Scott William

for the Public Employer:

Marc A. Fishel, Esq.
FISHEL DOWNEY ALBRECHT &
RIBPENHOFF, LLP
7775 Walton Parkway, Suite 200
New Albany, OH 43054
T: (614) 221-1216
E: <<mfishel@fisheldowney.com>>

Also present on behalf of the Employer:

Sheriff Larry Sims
Chief Deputy Barry Riley
Major Eric Johnson

Hearing Date: April 10, 2020 (9:30 a.m.)
Hearing Locale: Videoconference via the internet
Report Issued : May 11, 2020

INTRODUCTION

The Warren County Sheriff Office, ("Sheriff" or "Employer") and Warren County Deputy Sheriff's Benevolent Assn. ("Union" or "WCDSBA") are Parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117(C)(3) which is a form of advisory interest arbitration for the purpose of recommending the terms for a collective bargaining agreement. This fact finding relates to the successor of the collective bargaining agreements that were effective November 21, 2016 to November 20, 2019 for the sworn units of the Sheriff's employees including the Deputies' unit and the unit of Sergeants and Lieutenants. Those agreements are very similar and referred to collectively herein as "CBA" or "the Agreement."

THE UNITS FOR BARGAINING

Warren County is situated in the southwestern corner of Ohio, approximately 20 miles north of Cincinnati and 15 miles south of Dayton. The 400 square mile area includes a residential population of 232,173 with 11 townships, 9 villages, and 7 cities.¹

The Sheriff Office employs 199 persons including eight non-bargaining unit employees (NBU). The WCDSBA represents four certified units of the Sheriff's employees. Each unit is party to a separate collective bargaining agreement with the Sheriff. All four units have traditionally negotiated together for their separate collective bargaining agreements with the Sheriff. WCDSBA and Sheriff have had a bargaining relationship since about 1998 which would make this negotiation for approximately the Sheriff's seventh set of agreements with the Union.

The two *sworn units* are the Deputy Sheriffs unit ("Deputies") and the unit of their first line supervisors, the sergeants and lieutenants ("Supervisors"). There are 77 in the Deputies including deputies and detectives. There are 14 sergeants and eight lieutenants, for a total of 22.

There are three additional *unsworn units* also represented by the Union consisting of 55 correction officers (Unit A), their first line supervisors, the corrections sergeants and lieutenants, totaling 14 (Unit B) and certain administrative/clerical classifications, 23 employees, (Unit C).

Through the sworn units the Sheriff provides law enforcement related services throughout Warren County and under contract with Deerfield Township and the village of South Lebanon among others. Other than contact services, the Sheriff Office is supported by the County General Fund. Property (real estate) tax and sales tax are the chief source of revenue for Warren County.

THE COLLECTIVE BARGAINING AGREEMENT AND RECENT NEGOTIATIONS

The Union filed a Notice to Negotiate with the Ohio State Employment Relations Board ("SERB") on July 26, 2019. The Sheriff and Union entered into bargaining over the terms and conditions for the expiring collective bargaining agreement. The Parties met on:

October 15, 2019
November 8, 2019
November 15, 2019
December 9, 2019

¹ UX E-1, 2018 Warren CAFR, at viii.

The Parties reached tentative agreements (TA) on all contracts and all articles of all contracts as of the final day of negotiations. The unsworn Units A, B and C ratified the TA and each executed their agreement for 2019–2022. The sworn units voted to reject their 2019 TA.²

ISSUES FOR FACTFINDING

Four issues from the TA have been preserved for fact finding. All other articles of the TA, particularly Article 16 Insurances (healthcare), are as have been tentatively agreed or they remain as current contract language (CCL) without change. The impasse issues with article numbers are:

23-Wages and Compensation (wages and longevity)
25-Vacation
28-Sick Leave Conversion

The matters still at impasse between the bargaining Parties were submitted to advisory fact finding. The Employer's position on all impasse issues is the same as was agreed in the 2019 TA. The Union has proposed variances from the TA based on its final bargaining positions before entering the TA which are here requested to be recommended for the new agreements.

HEARING

The Parties requested a Fact-Finding panel on January 29, 2020 for the Deputies and Supervisors units. The Parties selected a Fact-Finder and the undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of February 7, 2020, pursuant to R.C. 4117.14(C)(3). Unable to meet within the statutory period, the Parties stipulated via email that a fact finding hearing be conducted on April 10, 2020 with the report and recommendation to issue May 11, 2020. That stipulation was renewed after hearing by further email.

Appendix A.

In the interim between the stipulation and hearing, the COVID19 pandemic occurred. The Ohio declaration of emergency of March 9, 2020 set in place strong public health mitigation measures based on the CDC advisories. That regime increased in severity and length in the following weeks. The Parties and factfinder held a teleconference at 2:30 p.m. March 30, 2020 to consider the arrangements for the hearing in context of the public health mitigation regime in place. It was concluded by agreement of the Parties to conduct the hearing by videoconferencing on the internet.

The pre-hearing statements of both Parties were received by overnight delivery on April 8, 2020 by close of business rather than April 9 per O.A.C Rule 4117-9-05(F). The evidentiary hearing commenced at 9:30 a.m. on April 10, 2020 by videoconference using the ZOOM™ platform and it concluded 11:30 a.m. The date of decision remains May 11, 2020.

²

Abbreviations herein: Tentative Agreements "TA" with singular including plural as context requires. Current contract language "CCL." Employer exhibits are "EX" and Union exhibits are "UX."

MEDIATION

The Ohio law encourages fact finders to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). Understanding the positions of the Parties from the pre-hearing telephone conference, particularly the dispute over the continuing viability of the TA's for these units, the factfinder and Parties concluded an attempt to mediate the open issues would not resolve the impasse.

THE STATUTORY CRITERIA

In compliance with Ohio RC § 4117.14C(4)(e), incorporating the factors under RC §4117.14G(7)(b), and OAC Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings contained in this report:

1. Past collective bargaining agreements between the Parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the Parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The operative criteria applied in this Report and Recommendation are criteria #1, #2, #5, and #6.

FINDINGS: Discussion of Statutory Criteria

CRITERIA #1 PAST COLLECTIVE BARGAINING AGREEMENTS

The Parties have a tradition of multi-unit bargaining that goes back in to the 1990s. The two sworn units (Deputies and Supervisors) and the three non-sworn units, Units A, B, and C (corrections, supervisors and clerical) are all represented by the same Union. Since the 1990's the Sheriff and Union have met together to negotiate separate contracts but as uniform as possible as to the terms and conditions across the board. Economic issues like wage increases were generally universal except that in 2008 there was a difference on economic issues for the sworn supervisors. In nearly every case both the Parties ratified the TA's. The most recent agreement effective November 21, 2016 through November 20, 2019 was reached in this fashion also.

On one occasion there was a variation on the ratification of the TA's in the Parties' multi-unit bargaining tradition. In 2013 after tentative agreements were reached for all the units, the Deputy Unit voted to reject while the others ratified their respective TA's and entered collective bargaining agreements based on those terms. Factfinder Heekin ultimately recommended the terms found in the tentative agreement for the Deputy Unit as the resolution of the impasse issues of wages and vacation

leave. See. *Warren County Sheriff* (Heekin, Factfinder, 2014) 2013 MED 07-0839. He did so not merely because it was the tentative agreement but by conducting a separate analysis of the statutory criteria which included consideration of the tentative agreement.

In December 2019 the multi-unit bargaining process concluded with TA's for every unit. The Sheriff Office through the County ratified the TA's. All three non-sworn units voted to ratify their TA's. The two sworn units, Deputies and Supervisors, exercised their rights under the statute to reject their respective TA's.

CRITERIA #2

COMPARISONS OF (1) ISSUES TO (2) THE SAME ISSUES OF EMPLOYEES DOING COMPARABLE WORK WHICH IS DETERMINED BY (A) FACTORS PECULIAR TO THE AREA AND (B) FACTORS PECULIAR TO THE CLASSIFICATION

As paraphrased above Criteria #2, RC § 4117.14G(7)(b), is the comparison of the bargaining issues to the same issues of other employees, public or private, doing comparable work in the area. What needs emphasis is that the comparison is being made of (1) the bargaining issues and (2) other employees doing the same work, public or private. The statute requires comparison to employees doing "comparable work" with special attention to "factors peculiar to the area and classification involved." The same classification is the easy comparison.³ What is overlooked is that determining "comparable work" requires looking to the peculiarities of the "area...involved." That means the local labor market. The statute does not require a comparison to the employers of those other employees.⁴ The search is supposed to be for similar employees in the labor market that serves the bargaining employer. The disputed issues can be compared to the similar issues of such other employees.

Here the Union makes exhaustive comparison between Warren County and Delaware and Geauga Counties arguing that they be considered comparable. They are. However, they are not germane to the comparison required by RC § 4117.14G(7)(b). They are too far away. One is north of Columbus and the other east of Cleveland. Warren County, north of Cincinnati, could never provide a livelihood to a resident of either one. That does not make them irrelevant. The Union has proven that among Ohio's three most affluent ex-urban counties, counties without big cities, Warren County is most often second in the demographic comparisons that the Union makes but third in the bargaining issues.⁵ That is irrelevant here but it is a consideration under Criteria #6, RC § 4117.14G(7)(f).

³ Some fact finders consider employees of the same employer comparable classifications and refer to the Employer's other collective bargaining units. Unless there are similar classifications in different agreements, such as deputies and supervisors, that is not under this criteria but under RC § 4117.14G(7)(f). Internal comparison to clerks, road crews etc. are not the "classification involved."

⁴ Contrast the Illinois Act, IPLRA Section 14(h)(4), referring to "comparable communities."

⁵ The Employer also argued that no comparison can be made to merely two other cases. That is correct. If two then why not one? Comparison to two (or one) forces the conclusion that the County must match another county almost exactly. While that is food for thought it is not the primary reason the two counties are replaced with others in this case.

The factfinder takes a geographic reading of the area involved. Under Criteria #2 the comparability process should begin with the concept that the issues being compared, wages and working conditions, are defined competitively by the labor market which is the area immediately adjacent to the employer and where it has a likelihood of recruiting staff. The default communities for the comparison should consist of all adjacent counties. The list can be supplemented with second tier (adjacent to adjacent) counties if the needed data on the jobs or issues to be compared is lacking.

There is an argument to be made from the Union's perspective that consideration of the peculiarities of the area would mean that the affluence of Warren County and Geauga and Delaware Counties make them peculiarly alike. That is not the intent. It misreads the statute's reference to the "area... involved." Warren County is obviously the area involved. If the peculiarities of Warren County like affluence were to define the "area involved," the most peculiar aspect of the County should define it. That would be the Kings Island amusement park and its environs. The most appropriate comparator would be Erie County, the situs of Cedar Point, the other large amusement park in Ohio, and likewise also the center of a robust tourist area on Lake Erie. However, Erie County is curiously absent from the data from both Parties. On the other hand, the counties that share in the peculiarities of the Kings Island economy of Warren County to some degree are the adjoining counties.

In negotiations Employer identified the adjacent counties to Warren County for the comparison of the issues. They were Butler, Brown, Montgomery, Greene, Clinton, and Claremont Counties. At hearing the Union also provided the detail for all but Clinton County⁶ and Brown County.⁷ Arranged by population Warren County is fourth. Ranked by measures of affluence their demographics are shown in the evidence with Warren first:

County Sheriff Office	2010 Population	Median Household Income	Median Home Valuation
Warren	212,693	\$86,458	\$230,295
Greene	161,573	\$70,445	\$187,578
Clermont	197,363	\$65,631	\$184,762
Butler	368,130	\$65,398	\$183,197
Hamilton	802,374	\$56,890	\$175,921
Montgomery	535,153	\$48,853	\$127,896

⁶ Clinton County is a small and rural with population of 40,040 and median income of \$43,261. Both Parties chose to ignore it so that will be taken as a stipulation.

⁷ Brown County, population 43,579, is not contiguous with Warren County although it appears so on broad scale maps. It was created out of Clermont County and Adams County by the General Assembly in 1818. In outline it is a rectangle along the Ohio River with a stovepipe or panhandle to the northwest into the hinterlands adjoining to Clinton County. This northwest panhandle misses the junction of Clermont, Warren and Clinton counties by the width of West Woodville in Clermont County. Had West Woodville been incorporated into Brown County it would have been contiguous to Warren County at the four corners conjunction. WIKIPEDIA

There are geographic/economic differences. For example, Hamilton, Montgomery and Butler are home to cities that are larger than any in Warren County. Nonetheless these are the County Sheriff Offices in the area involved for the comparison of the bargaining issues to the same issues of other employees, public or private, doing comparable work in the area under 4117.14G(7)(b).

CRITERIA #3

INTEREST AND WELFARE OF THE PUBLIC: (1) ABILITY TO FINANCE (2) ABILITY TO ADMINISTER (3) EFFECTS ON PUBLIC SERVICE.

The Parties did not contest this criteria. The impasse issues are within the ability of the County and Sheriff to finance and administer and will have no adverse effect of public service.

While this is a neutral issue in the decision process, certain evidence on the point could be germane to the other criteria. Warren County's tourist industry draws more than 12 million people per year, with a regional economic impact of \$1.2 billion. Because of Kings Island it is known as "Ohio's Largest Playground." The County plays host to numerous festivals, fairs and parades. It is the venue of numerous other attractions like golf courses, hotels, restaurants and also antiques malls making it known as the "Antique Capital of the Midwest." Its population has grown with an estimated annualized population increase of 1.4% increase in the last year, a full 1% above State and national averages. The number of housing units and new construction increased with it.

Property and sales taxes represent over half of the County's revenue per year. While 2018 shows a decrease in property tax revenue, Property and sales taxes revenues combined increased by a total of \$5.7 million, or 6.3%, in 2018. The loss of property tax revenue was made up with the addition of a 0.25% sales tax increase.

General Fund Revenues in 2016 were \$77,293,233 County reported only \$59,084,364 in expenditures from the General Fund, resulting in a surplus of \$18,208,869. The surplus was not added to the cash reserve balance. Nonetheless the County has been able to maintain a healthy carryover balance. The Government Finance Officers Association ("GFOA") suggests governments maintain a general fund balance of at least two months of regular general fund operating expenditures. The County has been able to exceed the suggested amount by having a consistent carried over balance equivalent to 6 months' expenditures. The findings relevant below are the tourism source of income and the emphasis on sales tax from that source. Still relevant is the current highly positive fund balances making this factor neutral.

CRITERIA #4 LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER

The Parties did not contest this criteria. The issues are within the lawful authority of the County.

CRITERIA #5 STIPULATIONS OF THE PARTIES

The stipulations of the Parties are nearly all procedural as to the holding of the hearing, submission of positions and date of award. R.C. § 4117-9-05(G) gives the Parties the ability to agree to extend

all statutory fact-finding deadlines. **Appendix A.** The Parties also stipulated to retroactivity under R.C. § 4117.14(G)(11) allowing for retroactive cost increases. UX F-7, **Appendix B.**

CRITERIA #6:

OTHER FACTORS NORMALLY CONSIDERED IN THE DETERMINATION AND SETTLEMENT OF THE ISSUES

A. *General Standards and "Breakthrough" Issues*

The general standards of interest arbitration are part of what the sixth criteria refers to. See ELKOURI & ELKOURI, *How Arbitration Works* (6th Ed., Ruben, BNA, 2003) at pp. 1358-1364:

"... [interest arbitration] calls for a determination, upon considerations of policy, fairness, and expediency, of what the contract rights ought to be. In submitting this case to arbitration, the Parties have merely extended their negotiations – they have left it to this board to determine what they should, by negotiation, have agreed upon. We take it that the fundamental inquiry, as to each issue, is: what should the Parties themselves, as reasonable men, have voluntarily agreed to?" *Twin Sheriff Rapid Transit Co.* 7 LA 845 at 848 (McCoy *et al.* 1947)

The advisory fact finding under Ohio's public bargaining law is intended to answer the question: what would reasonable Parties agree to?

"What reasonable Parties should voluntarily agree to" has its limits in statutory impasse procedures. As Arbitrator Goldstein explained:

The traditional way of conceptualizing interest arbitration is that Parties should not be able to obtain in interest arbitration any result which they could not get in a traditional collective bargaining situation. Otherwise, the entire point of the process of collective bargaining would be destroyed and Parties would rely solely on interest arbitration rather than pursue it as a course of last resort. *City of Burbank, Illinois and FOP*, S-MA-97-56 (Goldstein, 1998) at pages 9, 11.

The intent for interest arbitration, even one that is advisory, is to prevent Parties from taking pre-arbitral stances that are as unreasonable as possible in hopes that the interest arbitrator who obligated to select among the proposals will choose theirs. This is also applicable to reasonable proposals. Arbitrator Edwin Benn, under the similar Illinois bargaining law stated in *Cook County Sheriff & County of Cook and AFSCME Council 31*, L-MA-09-003, 004, 005 and 006 (2010) at 7-8:

... [I]nterest arbitration is a very conservative process which does not impose terms and conditions on Parties which may amount to "good ideas" from a party's (or even an arbitrator's) perspective. For a party in this case to achieve a changed or new provision in the Agreements — particularly for non-economic items — the burden is a heavy one. See my recent award in *City of Chicago and [Fraternal Order of Police, Lodge No. 7]*, (2010) ... at 6-7 [citation omitted, emphasis in original]:

... "The burden for changing an existing benefit rests with the party seeking the change ... [and] ... in order for me to impose a change, the burden is on the party seeking the change to demonstrate that the existing system is broken."

Being "broken" seems a high bar. Arbitrator Finkin, also in Illinois, applied a three-point test: "whether (1) the City has shown a legitimate interest in the change it seeks; (2) the proposed change meets the City's legitimate interest without imposing undue hardship on the Union, and (3) the City has proposed an adequate quid pro quo for the proposed change." *City of Danville and PBPA*, S-MA-12-330 (Finkin, 2014), p. 13.

There are differences in the Ohio interest arbitration jurisprudence. First, fact finding is advisory and intended to be more exploratory of the possibility of agreement that may have evaded the Parties. Second, there is a limited tradition of *stare decisis* in Ohio. Each bargaining session is considered *sui generis* given good faith persists. Nonetheless, the Illinois approach to break through issues is well grounded in the purpose of interest arbitration being not a substitute for negotiating but a last resort. Interest arbitration should not be a wager on the open issues but a continuation of the statutory good faith bargaining process. That is chief among the factors normally considered in the determination and settlement of bargaining issues. This approach will be applied under Criteria #6.

B. Statistical Data

Typical data considered under this criterion are statistics relative to the national and state economies. The Union presented such data relating to the economy of 2019. No doubt 2019 was one of the best economies in history in relation to such measures. Unemployment was down in record numbers, personal income and consumer spending were up, and interest rates and taxes were low. The National GDP grew 2 percent in every quarter of 2019.⁸ Most of that data were growth measures which are not of particular moment in the setting of wages and terms of a CBA. They are a useful indicator of the trends and therefore the stability of the workforce and prosperity of the employer.

The problem with the Union's data is that the 2019 economy went off the cliff in early 2020. After a fourth quarter of 2019 increase of 2.1%, the GDP *decreased 4.8 percent* in the first quarter of 2020.⁹ The largest contributor to the contraction was the negative contributions from consumer consumption expenditures. This is the worst quarter since 4Q2008, the beginning of the Great Recession, although it is about half the decrease of that time.

The GDP is expected to decline by about 12% in 2Q2020 which is equivalent to a decline at an annual rate of 40%. In the same period unemployment rate is expected to average close to 14%. After a sharp contraction through June, the CBO expects growth of an average around 17% in the second half of 2020.¹⁰ Other forecasters expect a decline in the second quarter of 30% and a decline

⁸ Dept. of Labor, Bureau of Labor Statistics, Area Unemployment Statistics, accessed January 7, 2020.

⁹ US Dept. Commerce, Bureau of Economic Analysis, "Gross Domestic Product, 1st Quarter 2020 (Advance Estimate)," release date April 29, 2020, accessed on the internet at: <<<<https://www.bea.gov/data/gdp/gross-domestic-product> >>

¹⁰ Congressional Budget Office, Phil Swagel, "Current Projections of Output, Employment, and Interest Rates and a Preliminary Look at Federal Deficits for 2020 and 2021" April 24, 2020 publication (blog) accessed on the internet at: <<<<https://www.cbo.gov/publication/56335> >>

of 4.0% for the year. That is greater than the 2.5% drop during the Great Recession in 2009.¹¹ The decline of GDP for two consecutive quarters, particularly where consumer purchases fall and unemployment rises, is the definition of recession.¹²

Missing from this presentation is the average consumer prices for goods and services, commonly known as the cost of living. Considered with this are the unemployment rate and economic statistics. The Consumer Price Index for All Urban Consumers (CPI-U) for January 1, 2020 published before the hearing on February 20, 2020 by the Bureau of Labor Statistics showed it increased 2.5% for the 12 months ending in January 2020.¹³ Then the Consumer Price Index turned negative by March 2020: -0.4%.¹⁴ Because both Parties agree that the final offers of each party approximates or exceeds the cost of living for 2018 (2.1) and that of 2019 (1.6) and current, the cost of living is neutral in this report. Still it serves as yet a further data point on the future projections of the stability of both the bargaining Parties for at least the first year of the contract term.

C. *The COVID19 Pandemic of 2020*

The causal fact in all this data is the novel coronavirus pandemic (COVID 19). This is not a matter of ability to pay (Criteria #3) but a change of relevant circumstances that may be considered under Criteria #6. At a minimum it creates a context for the economic statistics and other evidence. The Parties did address it but it would have been remiss of the Fact Finder not to take notice of the further developments of the COVID 19 outbreak.

In Ohio with the first reported COVID cases, the State issued an emergency health order on March 9, 2020.¹⁵ That was followed by orders of school closings and a ban on gatherings of more than 100

¹¹ Kiplinger, "Coronavirus Is Tanking the Economy" April 7, 2020, accessed on the internet at: <<<https://www.kiplinger.com/article/business/T019-C000-S010-gdp-growth-rate-and-forecast.html>>>

¹² The National Bureau of Economic Research defines a recession as "a significant decline in economic activity spread across the economy, lasting more than a few months." The NBER is the private non-profit that is the national source for measuring the stages of the business cycle. The National Bureau of Economic Research. "The NBER's Recession Dating Procedure," Accessed Dec, 3, 2019. Reported in The Balance, "What Is a Recession? Examples, Impact, Benefits," by Kimberly Amadeo, updated March 06, 2020. Accessed on the internet on April 30, 2020 at: <<<https://www.thebalance.com/what-is-a-recession-3306019#official-definition>>>

¹³ Bureau of Labor Statistics, Consumer prices increase 2.5 percent in the 12 months ending January 2020, February 20, 2020 accessed on the internet at: <<<https://www.bls.gov/opub/ted/2020/consumer-prices-increase-2-point-5-percent-in-the-12-months-ending-january-2020.htm>>>

¹⁴ Bureau of Labor Statistics, Consumer Price Index Summary, News release April 10, 2020 accessed on the internet at: <<<https://www.bls.gov/news.release/cpi.nr0.htm>>>

¹⁵ A list of Ohio orders are found at ODPS *Ohio Emergency Management Agency COVID-19 Releases* accessed on the internet at Ohio.gov: <<https://www.ema.ohio.gov/COVID19_PressReleases.aspx>>.

on March 12, on closing restaurants and "non-essential" businesses on March 15 and ban on elective surgeries on March 20. On March 22 a stay at home order was issued, effective through April 6. The school closure order was extended for the balance of the school year. On April 27 the Governor issued the "Responsible Restart Ohio Plan." The stay at home order that had been extended to May 1 was extended to May 29. The unemployment rate in March 2020 for Ohio was 5.6% with Warren County at 4.3%, which is slightly below the US average of 4.5%.¹⁶ That was the highest level in Ohio since September 2014. That is up 1.0% since November 2019. Unemployment claims in Ohio numbered 1million in March according to the Bureau of Labor Statistics.¹⁷

The Union mentioned COVID 19 in its materials: "While the Coronavirus has affected incomes and the ability to generate revenue, all evidence points towards a temporary economic impact." The financial impact it sees as primarily on consumer spending which it believes will snap back when the economy re-opens. The more real risk of the outbreak is on the workforce. As first responders the Deputies and Supervisors can have chance encounters with infection in every law enforcement action. Some of these were put in testimony. For example, the Sheriff's officers are required to take the temperature of everyone who goes through security at the court-house. The Union protested this responsibility and potential exposure but the Sheriff's order was not reconsidered. Although COVID19 "temporarily slowed the economy," according to the Union, because of the added danger and stress to the police officers, compensation should follow the increase in risk.

The Employer also address this circumstance in its materials. It commented at the hearing that Warren County revenue is uniquely sales tax driven from receipts particularly from the Kings Island and the nearby attractions. The probability is that the park will have significant reductions in sales tax revenue even if it re-opens. It is a large crowd venue. With a vaccine, still months to years away, and without effective therapies for COVID19, this revenue source will most likely be impaired. That is not to argue that at present the County's ability to finance the issues is at risk, but that long term the expected stability of the County finances and workforce could be threatened.

Notwithstanding the admission of the Employer's current ability to pay, the failure of some anticipated revenue sources to arrive is very likely but the amount is not currently measurable and the timing is not identifiable. This would be in forms of lower sales and hence lower sales tax as a result of a shutdown economy for at least two or more months. That shutdown could also slow property tax receipts resulting from protracted unemployment. Even on the generous assumption that a recession will NOT ensue, that nonetheless strains the revenue carryover to the following years.

¹⁶ ODJFS, *Ohio Unemployment Rates March 2020*, accessed on the internet at:
<<<https://ohiohmi.com/portals/206/LAUS/Archive/2020/ColorRateMap0320.pdf>

¹⁷ Cleveland.com, "*Ohio loses 39,700 jobs, unemployment rate increases to 5.5% in March report; full hit from coronavirus not reflected*," Apr 17, 2020 accessed on the internet at:
"During the Great Recession, jobless claims peaked at 40,829 for the week ending Jan. 10, 2009."
Cleveland.com, "*Ohio has received more than 855,000 unemployment claims amid coronavirus pandemic, statistics say*," Apr 16, 2020 accessed on the internet at:
<<<https://www.cleveland.com/coronavirus/2020/04/ohio-has-received-more-than-855000-unemployment-claims-amid-coronavirus-pandemic-statistics-say.html>>>

The impact the COVID19 outbreak has on the Employer is as potentially significant to the employees. The consequence of both the potential reduction in revenue and tourism not only impairs the County finances but could have an impact on the stability of the workforce going forward. A million unemployed is a large cohort to absorb even into a growing economy. It took from 2010 to 2019 for Ohio to add around 500,000 jobs.¹⁸ That number is net the job losses in the same period.

With so much of its revenue dependent on 12 million tourists annually, it is likely the County's revenue produced by that source will be severely curtailed in the year 2020. Revenue reduction is also in part a result of government restrictions and/or guidelines on social distancing and restricted capacity for facilities continuing into the summer. Even with reopening the Ohio economy which seems imminent for the summer, some seasonal traffic has already been impaired. The hope of the CBO is that after a period of stay at home orders there would be a surge of economic activity. The more likely reality is that public response to travel and open gatherings is expected to be extremely conservative in the environment where there are still no therapies or vaccines. It will not be like it was last summer, but it will also not be like it would have been during the emergency orders. Whether or not the economy will grow or recede is it self imponderable. The uncertainty is a fact.

D. Relevance of the 2019 Tentative Agreement

The Union argued that a TA is not to be accorded determinative weight otherwise the impasse procedure would become irrelevant once a TA is reached even if rejected. That would discourage Parties from entering any TA that could be rejected by the membership or legislative power.

The Employer in its Position Statement argued that the Fact-Finder should give deference to the tentative agreement reached by the Parties. The Employer contended that the tentative agreement should be given "significant consideration." It referred to Fact Finder Heekin, confronting a similar juncture with the same Parties, opting to recommend the TA.

Fact Finder Heekin found multiple reasons for the relevance of the TA, Criteria #1, past agreements and Criteria #2 comparables. Particularly significant was the Parties' history of multi-unit bargaining.

...as to the prior labor contracts involving the Sheriffs Office and its various bargaining units going back more than a decade- including the sworn deputies unit- these contracts have traditionally been negotiated together, where the result has always been the same as to the economic issues with one exception [2008]...

As for comparables, the acceptance by the other Units of the TA constitutes internal comparables:

...the proposal of the Sheriffs Office regarding the outstanding issues not only reflects the tentative agreement previously agreed upon by these Parties at the bargaining table, but also what has been included in its other labor contracts.

¹⁸ Bureau of Labor Statistics, State and Area Employment, Hours, and Earnings, Accessed January 13, 2020. UX F-21.

His analysis rests heavily on the peculiar history of the Parties here having a history of multi-unit bargaining. That cannot be gainsaid but it does not address the inherent role of the TA.

A different approach was taken by Factfinder Sherry Passmore. She held that a complete TA reached by the parties is to be given significant consideration in impasse proceedings, and should be recommended by the fact-finder absent "clear evidence of fraud or mistake." *In re OPBA and Delaware County Sheriff*, SERB Case No. 2016-MED-10-1130 (Jan. 29, 2018, Passmore, S.), p.5. Arbitrator Passmore explained:

Fact finders nearly universally hold that such agreements should be given significant consideration absent clear evidence of fraud or mistake. This recognizes that presumptively competent representatives of the union and employer judged the tentative agreement to be a fair settlement, honestly arrived at through the give and take of negotiations, taking into consideration the same factors that fact finders are required to use. It also recognizes that the intent of interest arbitration laws is to encourage voluntary settlement and only use impasse fact-finding provisions as a last resort. Those purposes would be jeopardized if neutrals allowed employers or unions to be rewarded by ignoring the sanctity of those agreements. According tentative agreements significant consideration thereby serves the public interest, one of the specifically listed statutory factors.

Conciliator Dan Zeiser affirmed Fact-Finder Passmore's report and recommendations based on deference to a fact finder's report. "Thus, while reasonable minds can differ as to the weight given to the 'alleged' tentative agreement here, it is clear that she did not ignore the statutory factors." *OPBA and Delaware County Sheriff*, SERB Case No. 2016-MED-10-1130, Conciliator's Award (Apr. 13, 2018, Zeiser, D.) pp.8-10.

The problem with the Passmore commentary is not so much the concept as the application. While the intent of the statute is to encourage voluntary settlement, a rejected TA does not shift the burden to the rejecting party. The TA is only a conditional agreement. Upon rejection, the condition fails and then it is not an agreement. Most typical rejections are silent as to rationale, meaning only that the representatives must have agreed to something beyond their authority. Here according to the Union the TA did not place the sworn units on comparable footing with the unsworn units as to the open issues and its comparison counties. Any presumption that the TA is reasonable is hence rebutted by its rejection. Consider an employer's legislative rejection, most often stated in a variation of "it costs too much." That too rebuts the reasonableness of the TA. In such impasses, the statutory procedure continues. The failed TA does not inherently receive controlling, deferential or significant weight as an agreement or stipulation.

However, it remains relevant evidence. The weight is to be assigned by the neutral in the analysis of the statutory criteria. The findings here are that both the Parties' unique history make the TA relevant to Criteria #1. Fact Finder Heekin would add its relevance as an internal comparison as the agreements of the other units. Even without such history it is inherently relevant under Criteria #6 (what reasonable parties would agree to). The bargaining history and uniform application of the TA under Criteria #1 and #2 or #6 is what gives it more weight here than perhaps it might elsewhere. Herein it is considered as a factor normally considered in the determination and settlement of the bargaining issues with weight varying according to the issue addressed.

RECOMMENDATIONS

ISSUE: Tentative Agreements

CONTRACT SECTIONS:

At the opening of the hearing both of the Parties agreed that the Articles that remain current contract language and those as agreed shown as in their respective TA's for each Unit, except the those subject to the impasse procedures, be recommended.

POSITIONS: The County: Agreed.

POSITIONS: The Union: Agreed.

FACT FINDINGS : Criteria #1 and #5. The pre-hearing Tentative Agreements are those listed at UX C: Articles 3,4,9,1,13,16,18,19, 22, 27, 42 and 43, with the impasse issues listed in UX D: Articles 23, 25 and 28. Similar listings are apparent from various Employer exhibits. Found in the TA, Article 16, Insurances and Article 23.7 FTO pay (Deputies), have been agreed. All else is current contract language.

TA ISSUE Recommendation: The Fact-Finder recommends the continuation of current contract language and the terms as modified by the tentative agreements of both Units on all but the open impasse issues.

ISSUE: Wage Increase and Longevity Payments

CONTRACT: Article 23, Wages and Compensation

POSITIONS: The Union's Proposal :

General increase in wages annually over the term of the contract of 3.0%, 3.0%, 3.0% with the addition of a new longevity section, Article 23.1 effective January 1, 2020 providing for longevity increases of 1.5% over the preceding step (37 month rate) at the beginning of the 10th year, with 20th year rate 1.0% higher than the 10th year rate.

Wage Increase

The Union argues from the County's tax receipts and general fund balances that the Sheriff Office could easily afford its proposed wage increase. It calculates the difference between the Union and Employer proposals as approximately \$70,000 for the entire Deputy unit and \$10,000 each for the sergeants and lieutenants. The total cost difference for both sworn Units, Deputies and Supervisors, is \$90,000. Even calculating roll ups it is \$107,000. This is supposed to be persuasive that in context of the County's tax receipts and general revenues these are small differences between the Parties.

In support of the Union's offer comparison is made to Delaware and Geauga Counties. The Union cites a number of statistics (median household income, median family income, median home value, wealth index, percentage of adults with bachelor's degrees) all as support that the three counties should be considered in context of one another. Although Warren County is commonly ranked between the other two counties in most of those measures, when the compensation packages of the three counties are compared, Warren County fairs third. It is between 4.5% and 5.5% below the Deputy rates of those two counties, 3.2% and 4.2% below the Sergeant rates. Only in the Lieutenant rates is does it exceed the others by 4% to 5% above.

The Union does not ignore the Employer's comparative Sheriff Offices. It presents data similar to the Employer's but apparently older so it need not be recited here. The Union emphasizes that the top rates shown in the Employer's comparators is achieved only after 20 years. In the other counties where there is a top rate, it is reached by six or fewer years.

The Union recognizes that the sworn units rejected their TA's and what is now the Employer's proposal. It explains that the non-sworn units accepted their TA's because the improvement in their wages much more closely matched those of Geauga and Delaware Counties. The difference for the corrections officers was nil. For the corrections supervisors it varied from within 2% below to 19% above for corrections lieutenants. Acceptance by the non-sworn units of the TA's was a "no-brainer." The sworn Units are in a different relation to the other similar units in the two other counties.

Longevity Payments

For the longevity payment the Union is not proposing a current increase. The longevity payments appear in the published wage scales at current Articles 23.1, 23.2 and 23.3 at the 10th and 20th year rates. The current contract language for both units allows \$0.30 in increase at the 10th year and \$0.75 at the 20th year. Delaware and Geauga County begin longevity increases earlier, at the 5th year.

Geauga has annual increases in the 5th through the 25th year. Delaware's increases are at the 5th, 10th, 15th, 20th, and 25th years. In all cases they are substantially more than the longevity increase in Warren County. The Union seeks to convert the Warren County increase to percentage rather than flat rate. This conversion will maintain the current value but allow it gradually increase benefits to reduce the discrepancy against those two other jurisdictions in the future.

POSITIONS: The Sheriff's Proposal:

General increase of wages annually of 2.5%, 2.5%, 2.5% with a longevity increase of \$0.10 added to the 20th year, or the equivalent of \$0.85 above the 10th year rate rather than the current \$0.75 differential.

Wage Increase

The Employer argues Criteria #1, the Parties' tradition of multi-unit bargaining, in which all units negotiate together arrive at tentative agreements including on economic issues which they then ratify. In every case not one each unit received the same wage increase, including one as a result of fact-finding. The two sworn units are now proposing an increase above the others even though throughout negotiations the Union proposed the same across the board increases for all units except the correction supervisors which it claimed are lower paid compared to their peers elsewhere.

The cumulative increase of all the Parties' contracts between 2004 and 2019 for these two units is 44.25%. That is 5% to 10% more than SERB data shows in that 15 years for the increases statewide, the Cincinnati region, all counties, and all police. On a broad scale comparison of Warren County to all 23 counties with populations from 100,000 to 400,000, Warren County deputies are paid over \$12,000 more on average and rank third. The supervisor units are paid even more than that. In addition the Employer draws certain comparisons to the contiguous counties as identified above. Compared to the contiguous counties Warren County is the highest-paid by \$5000 to \$7000.

Employer argues that health insurance is commonly negotiated in tandem with wages and that it happened in this case as well. However the Union rejected the wage portion but not healthcare portion of that tandem.

As with all other open issues the Employer emphasizes that its proposals are identical to the TA's for these Units which it suggests falls under criterion #6. Negotiations that lead to a TA are a give-and-take proposition. The TA is therefore best represents what is fair and reasonable to both Parties especially because it was achieved in a good faith process by sophisticated parties.

Longevity Payments

The Employer resisted conversion of the longevity payments to percentages notwithstanding at the lack of any immediate economic impact. The Union admits its proposed conversion is an open ended automatic increase over time. In order to reach a TA on all economic issues with all of the units, the Employer conceded to a single change in the longevity payments of an additional \$0.10 at the 20th year. Warren County's longevity payments compare favorably with the neighboring jurisdictions. None of the non-bargaining unit employees have this benefit.

FACT FINDINGS: Criteria #1, #2, #5, #6.

Comparison of the Wage Issue

The current wages and wage increases at the selected contiguous counties for the two Units show that in many cases Warren County is in the vanguard. However, the wage increase history among the selected contiguous counties for deputies suggests Warren County has had a lower increases.

Deputy Wage Increases (2018-2021)				
Counties	2018	2019	2020	2021
Butler	2.00%	3.00%	3.00%	3.00%
Clermont	2.35%	2.50%	2.50%	
Hamilton	2.75%	3.00%	3.25%	
Montgomery	2.50%	2.50%		
Average	2.40%	2.75%	2.92%	3.00%
Warren	2.00%	2.00%		
Warren ER			2.50%	2.50%
Warren UN			3.00%	3.00%

What is lost in that comparison is that a smaller percentage can produce a larger absolute dollar amount if the multiplicand is larger. The following data taken from the Parties' evidence with some recalculation. The Warren County rates for 2020 (Deputies) were calculated from the Parties' proposals following Art. 23.4 to arrive at annual rates using 2080 as the multiplier. The same was done with the expired agreement Deputy rates. The supervisor annual salaries are stated in the Parties' proposals and the expired agreement. The contiguous counties are taken from EX 7,8,9 with the average adjusted for the exclusion of Brown County.

DEPUTIES				
County Sheriff	Eff. Date	Entry Rate	Top Rate	
Butler	02/01/20	\$53,456	\$71,177.60	
Claremont	01/01/20	\$52,499.20	\$74,380.80	
Greene	03/28/20	\$38,854.40	\$55,993.60	
Hamilton	01/01/20	\$54,478	\$70,934	
Montgomery	01/01/19	\$57,616	\$71,302	
Average		\$52,864.60	\$68,757.60	
Warren	01/01/20	\$58,053.80	\$73,447	@ Employer 2.5%
Warren		\$58,344	\$75,670.40	@ Union 3.0%
Warren'19	01/01/19	\$56,638.40	\$73,216	

SERGEANTS				
County Sheriff	Eff. Date	Entry Rate	Top Rate	
Butler	02/01/20	\$75,171.20	\$88,212.80	
Claremont	01/01/20	\$86,229.20	\$86,229.20	
Greene	03/28/20	\$79,310.40	\$81,473	
Hamilton	01/01/20	\$82,283	\$83,700	
Montgomery	01/01/19	\$83,423.81	\$83,423.81	
Average		\$82,735.53	\$84,621.76	
Warren	01/01/20	\$84,448	\$86,840	@ Employer 2.5%
Warren		\$84,860.46	\$86,994.70	@ Union 3.0%
Warren'19	01/01/19	\$82,388.80	\$83,948.80	

LIEUTENANTS

County Sheriff	Eff. Date	Entry Rate	Top Rate	
Butler	02/01/20	\$86,465.60	\$101,441.60	
Clermont		<i>No information</i>		
Greene	03/28/20	\$83,179.20	\$85,196.80	
Hamilton	01/01/20	\$96,271	\$96,271	
Montgomery	01/01/19	\$96,771.62	\$96,771.62	
Average		\$93,623.18	\$94,920.25	
Warren	01/01/20	\$94,972.80	\$96,740.80	@ Employer 2.5%
Warren		\$97,586.32	\$100,040.62	@ Union 3.0%
Warren'19	01/01/19	\$94,744	\$96,304	

The median case for sergeants is Hamilton County and for deputies, Butler County. For the lieutenants the calculated median is \$91,368.30. Considering the entry rate only, the counties rank for the two units by classification is below. The top rate was ignored because it includes the longevity payment and incorporates variables of the variously timed steps in the wage scales before longevity is applied. All the variables that enter into designing the compensation regime of each county beyond the base rate makes the entry rate the best means of comparison. Below Warren'19 refers to the 2019 rates. The Employer and Union proposals are identified separately.

Deputies

Green Claremont average Butler Hamilton **Warren'19** Montgomery
 Green Claremont average Butler Hamilton Montgomery **Employer Union**

Sergeants

Butler Green Hamilton **Warren'19** average Montgomery Claremont
 Butler Green Hamilton average Montgomery **Employer Union** Claremont

Lieutenants

Green, Butler, median, average, **Warren'19**, Hamilton, Montgomery
 Green Butler median, average, Hamilton Montgomery **Employer Union**

In every case the 2020 proposals of both the Employer and the Union moved the compensation design of 2019 for Warren County from hovering the median/average to the top of the range.

The Other Criteria: Wages

No clear case is made for either proposal on wage increases by the comparisons other than the Union's proposal is more costly than the Employer's proposal. The Union emphasizes that the differences are small, especially small in relation to the County's budget. That is true but does not compel favoring the Union's proposal. There is little room between the two for a Fact Finder to recommend adjustments. The other factors then become determinative of the choice.

Critical is the as yet unknown but foreboding economic effects of the COVID19 pandemic. All the signs related to COVID19 point to a more conservative choice.

Second and most strongly urged by the Union is the comparison to Geauga and Delaware Counties. While Warren County's wages are well in ahead of the local labor market, they are not reflective of

what affluent counties can and should, according to the Union, be doing as shown by those two jurisdictions. Unfortunately the Union attempts to make its case by relying upon the top rates paid in those counties reflecting many years of service and the longevity payments. It failed to present the same comparisons for the starting rate, average weekly rate, or weighted average salary. Those might have been helpful. However, because in its demonstration Warren County's top rates are 4 to 5% lower than the other two counties, the suspected conclusion would be the same trend for the entry rates but at a lesser variance. Because of the small number of cases to which it refers, there is nothing particularly compelling about the comparison. It shows Warren is third among the affluent counties in compensation. With so few comparisons somebody has to be. The bronze medal is still a medal.

Next are the past collective-bargaining agreements and the rejected tentative agreements. The tradition of uniform economic results achieved by multi-unit bargaining favors the Employer which adopted the tentative agreements for its position in fact finding.

	<u>CO and Deputies</u>	<u>CO Superv. and Deputy Superv.</u>	<u>CBA Out years</u>	
2002	5.0%	7.0%		
2008	3.0%	3.5% 3.25% 10.25%*		
2013	3.0%	3.0%	2.5%	2.5%
2017	2.5%	2.5%	2.0%	2.0%
2020	2.5%	2.5%	2.5%	2.5%
<i>Sworn Units:</i>				
2020	2.5% or 3.0%		2.5% or 3.0%	2.5% or 3.0%

The above shows that separate raises were agreed for the two sworn nits among the four units only once in the past five negotiations. In 2008 the two ranks of the sworn supervisors received separate increases which were also different from the 3.5% of the corrections supervisors. Otherwise the multi-unit bargaining maintained a uniform pattern.

The Union adjusted its proposal for fact-finding downward from the tentative agreement. Before the tentative agreement the Union had proposed in its last offer three yearly increases of 3.5% and has reduced that to 3.0% in fact-finding.

Of the other criteria presented, the comparison to two affluent counties is not persuasive. The remainder of the evidence supports recommending the Employer's position. Based on the comparisons, that proposal puts the Warren County's compensation scheme ahead of its local peers but is also tempered by the cautions suggested from the economic effects of the pandemic.

Longevity Payments

The top rates above when compared to the selected contiguous counties reflect the effect of longevity payments which in Warren County are incorporated into the top two steps of the wage rates. By including all the step increases and longevity payments, Warren County is the highest among the counties for deputies on both the Employer and Union proposals, and the second highest, behind Butler County, for the supervisors.

Comparison of the longevity pay to the local market finds only two of the five counties, Hamilton and Montgomery, have such a benefit. Both of them, like Warren County, have longevity payments in dollar amounts at 10th and 20th years. In annual payments Warren ranks between the two. EX 11.

The Union makes an excellent comparison to Geauga and Delaware Counties on the longevity payment alone. Those two counties have more frequent increases. That demonstrates how the Warren County's longevity payment considered in isolation consistently falls behind the other two. For the same reasons as discussed above, reliance on data from those counties is not particularly compelling.

The most significant factor weighing against the Union's proposal in this case, in addition to the favorable comparison of the top rates in the local labor market, is the fact that it is a breakthrough issue. The Union is not proposing an increase but the conversion of a flat amount to become a percentage. It has no immediate economic impact but gradually increases over time. Because it is open ended, the Employer resisted and is proposing an increase in the flat amount, \$0.85, and only at the highest step.

The conversion from a flat rate to a percentage is one of those "good ideas" that the parties encounter that they should iron out themselves in bargaining. It is not something for arbitrators to impose, even advisory ones. As the decisions cited above indicate, aside from bargaining, the way to achieve a breakthrough issue through arbitration is to prove that the existing system is broken. That is a high bar. The evidence that Warren is falling behind two distant counties could be germane to such an argument but not in this case. The reason that is not is that, even with the existing flat fee regime, the Warren County's top rates excel in the local labor market.

While many of the considerations discussed on the wage increase could be recited in support of the recommendation of the Employer's position here, in the last analysis it is the breakthrough nature of the proposal as a conversion to a percentage rate that is the final straw.

ISSUE: Article 23, Wages and Compensation – Recommendation:

The Fact-Finder recommends the Employer proposal be adopted for both the annual general wage increase and for the longevity payments. This shall be retroactive per stipulation. Appendix B.

ISSUE: Vacation Leave

CONTRACT: Article 25.1 Vacation Leave

The current contract language provides a leave schedule stated in annual hours based on completion of years of service:

Upon completion of one (1) year	80 hours
Upon completion of eight (8) years	120 hours
Upon completion of fifteen (15) years	160 Hours
Upon completion of twenty-five (25) years	200 hours

POSITIONS: The Union's Proposal : The Union's proposal would accelerate reaching each level of leave after the first year. The three and four-week levels would be reached two years earlier and the five-week level, six years earlier than the current language. Then it would add a new level of 240 hours (i.e. six weeks) at 24 years.

The Union would reduce the number of years between steps and add a top step. The Union mentions the jurisdictions of Geauga and Delaware Counties to demonstrate that Warren County officers accrue the higher steps of vacation leave at a slower pace than the other two. The three-week step is reached 2 to 3 years earlier elsewhere. The five-week step is about the same for all. Delaware's 200 hours is five years earlier and Geauga's is six years earlier. Geauga also has a 240 hour level at year 20. Over a 25 year career this places Warren County officers at a 16% disadvantage of total vacation earned after 25 years. It is a 280 hour deficit to Delaware and 960 hour deficit to Geauga County.

POSITIONS: The Sheriff's Proposal: The Employer proposes the terms of the tentative agreement for vacation leave which allows employees to reach the three, four and five week vacation leaves one year earlier than the current contract language.

The sworn units average almost 5 weeks vacation leave per year per employee. The average would be greater if it did not include the new employees who have little vacation leave. Increases in paid leaves like vacation increase the necessity of overtime and the cost burden that entails.

FACT FINDINGS: Criteria #1, #2, #5, #6.

Comparison of the Vacation Leaves

Vacation Leave (in days) per year of service					
Counties	10 days	15 days	20 days	25 days	30 days
Butler	1	5	10	20	
Clermont	1	8	15	25	
Greene	1	8	15	25	
Hamilton	1	6	12	18	
<u>Montgomery</u>	<u>1</u>	<u>6</u>	<u>12</u>	<u>18</u>	
<i>Average (yrs)</i>	<i>1.0</i>	<i>6.6</i>	<i>12.8</i>	<i>21.2</i>	
Warren '19	1	8	15	25	24
Warren ER	1	7	14	24	24
Warren UN	1	6	12	18	24

Legend: δ (delta) is the difference (rounded) from the average, + (slower) or - (faster).

The most obvious point by comparison to the local labor market is that the 30 day leave is an outlier, not provided in any of the other five counties. Since the only support for it is by comparison to distant jurisdictions on the basis of affluence, it could be disregarded in the recommendation.

The above demonstrates that the first two steps of vacation leave approximate the averages of the local labor market. The Union proposal matches the average for the 20 day leave. The Employer proposal improves on the current agreement but still lags the average. The Employer proposal also lags the average for the 25 day leave but similarly improves upon the current schedule. The Union proposal would accelerate to the average by a little over three years.

When the proposals for the two highest levels of leave are put into the context of the other counties, the Union proposals match Hamilton and Montgomery. The Employer's proposals would be better than only Clermont and Greene.

The question for the recommendation based on the comparative data is whether Warren County should be in the top cohort or the middle when it comes to vacation leave. The answer comes from the recognition that the Employer did make an improvement from the 2019 contract in the two areas where improvement could be indicated by the comparisons and that improvement had been agreed.

Other Criteria

The difference in just how much of an improvement should be made when differences are so close is something better for the parties to work out themselves in bargaining. It will not be imposed by the Fact Finder particularly in view of the fact that a modest improvement had been agreed in the 2019 tentative agreement as part of a fairly uniform history of multi-unit bargaining. As mentioned above the tentative agreements under the sixth criteria are given weight that the Fact Finder believes appropriate. In this case in the light of the comparisons and the attempt at improvement that was accepted in the TA, it is determinative.

ISSUE: Article 25.1, Vacation Leave – Recommendation:

The Fact-Finder recommends the Employer proposal be adopted for the vacation leave provision. This shall be retroactive per stipulation. Appendix B.

ISSUE: Sick Leave Conversion

CONTRACT: Article 28.1(B)

Employees with 10 or more years of service may convert 25% of their sick leave to cash according to years of service upon separation except for disciplinary discharge or resignation in lieu of discharge.

10-15 years of service 25% max 240

15-20 years of service 25% max 300

20-25 years of service 25% max 360

25 up years of service 25% max 420

POSITIONS: The Union's Proposal : Retain language of TA but substitute new schedule to provide 50% conversion to cash and a new step with a maximum:

10-15 years of service 50% max 240

15-20 years of service 50% max 300

20-25 years of service 50% max 360

25 up years of service 50% max 800

Union argues that the sick leave conversion is significantly inferior to Geauga and Delaware Counties. Delaware County has a similar 10 year waiting period after which employee is entitled to the full (maximum) benefit. In Warren County the full (maximum) benefit is available after stages of five-years each and the full benefit is not reached until 25 years. If a Warren County employee falls short of 25 years by a few months he is deprived of the full benefit.

In Geauga County there is no limit to the number of sick leave hours that can be converted and the percentage of conversion increases from 33% to 55% depending on the hours accrued. The lowest benefit, 33% is already more than the 25% in Warren County.

In Warren County only a low percentage, 25%, of the sick leave can be sold back and it is subject to maximums that change every five years beginning at year 10. This does not provide incentive to bank sick leave but rather to use it.

POSITIONS: The Sheriff's Proposal: No change from CCL except for minor language adjustments agreed in the tentative agreement.

The current payout is very generous. It exceeds what is provided by civil service and is in line with very many collective-bargaining agreements. Nearly all are limited to payouts at retirement. Of 23 counties compared by geography and population, only 6 allow sick leave buyouts other than at retirement. This sick leave buyout provision is the same in all the other agreements for the other units represented by this Union although it is not shared by the dispatchers. The Union's proposal represents an incalculable increase of costs and the Employer must resist any such change.

FACT FINDINGS: Criteria #1, #2, #5, #6

Four of the five selected contiguous counties provide sufficient data to compare the sick leave buyout issue. Those are joined in the demonstration below with Geauga and Delaware Counties which the Union relied upon consistently to demonstrate what is particularly unique about the Warren County.

The information is taken from DX 16 and UX H-1 and H-2.

Sick Leave Conversion (maximum hours per accrual rate)

Counties	Eligibility	Vesting	25%	33%	40%	45%	50%	55%	100%
Butler	Retirement					320			
Clermont	Retirement	10 yrs	500						pre-1984
Greene*	Retirement	10 yrs	240	320	384		528		
Hamilton	Retirement	10 yrs	800						
Delaware	Ret. or Quit	10 yrs	no maximum						
Gauga	Retirement	10 yrs		500	1000	1500	2000	>2000	
Montgomery			no information						

* Maximums stated in days per CBA (30/ 40/ 48/ 66) converted to hours.

Warren '19/ER	Separation	10	240						
		15	300						
		20	360						
		25	420						
Warren UN	Separation	10					240		
		15					300		
		20					360		
		25					800		

The obvious distinction from the above is that the eligibility for this benefit in Warren County is so liberal. It is not limited to retirement as are all others except Delaware. Even Delaware permits only resignation in addition. Warren County's eligibility includes anything but disciplinary related actions, either discharge or resignation in lieu of discharge. It is unknown exactly what is included in this term, but the Fact Finder *imagines* it could be resignation, permanent layoff, promotion, transfer, exhaustion of sick leave, or some other administrative termination. As a result Warren County must face the possibility of sick leave buyout any time before the end of a full law enforcement career.

The second obvious hallmark of the Warren County scheme is that it maintains the same percentage buyout throughout the employee's career but changes the maximum. The others, which allow buyout only on a single pre-pension event, stagger both the percentage and the maximum. These differences arise from the different eligibility. With only one opportunity for the buyout, three counties, Butler, Clermont and Hamilton, have a fixed percentage at a fixed maximum. Geauga and Greene provide for different realization rates depending on the accumulated balances. Geauga and Delaware are somewhat open-ended. One has no maximum; the other has stages that end with no maximum. These are all schemes to encourage the banking of sick leave hours as time goes on because there is no possibility of early withdrawals.

By contrast Warren County must face the possibility of sick leave buyout well before the expected end of an officer's career. It is the difference between a 30 year certificate of deposit and a short term CD. The interest (payment) is richer for the longer term instrument. Warren County actually has an "on demand" instrument by contrast to the others. In addition Delaware, which appears to be open ended, is the only other county with eligibility other than retirement. However, it has a system of sick day conversion to the vacation bank. Given various conditions and formulas, sick leave can become vacation leave which in turn can be used and paid for fairly immediately. That feature tends to severely decrease the carried sick leave balances for the employees with the result that a maximum is not a significant consideration.

To reduce the risk of the on-demand feature, and hence cost associated with it that payouts that could arise at any time before retirement, Warren County has a vesting schedule based on years of service with maximums. Rather than provide comparisons for this issue, the other counties' treatment of the sick leave buyout provide only contrast.

Other Criteria

The history of multi-unit bargaining and the TA concluding with no changes to this provision continue to have weight here.

The effect of the COVID19 pandemic actually has an obverse relationship to this provision. The Union argues that the design does not encourage accumulation but use of the sick leave. That turns out to be consistent with the current public health advisories. The recent State order on re-opening the economy supports the idea of using sick leave more than ever before.¹⁹ The recommendations are that to mitigate infectious diseases sick leave of ill workers should be used to protect the balance of the workforce.

The most compelling criteria, however, is that this is a breakthrough issue. To recommend the Union's proposal, or even parts of it, would be radically inconsistent with the entire design of the sick leave buyout. Wholesale revision would be needed. If that were to happen the Parties would have to begin by revisiting the eligibility to determine if a design based on retirement only would be preferable. If that were the case then the provisions of the other designs could become relevant through the comparisons. These are all clearly discussions more germane to collective-bargaining than to any interest arbitration. The recommendation will favor the Employer.

ISSUE Article 28.1(B) – Recommendation:

The Fact-Finder recommends the Employer's proposal be adopted.

¹⁹ Ohio Department of Health, Director's Stay Safe Ohio Order, by Amy Acton M.D .M.P.H., April 30, 2020, ¶ 20(b).

MADE AND ENTERED AT CUYHOGA COUNTY, OHIO
MAY 11, 2020



Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:

The foregoing has been sent by electronic mail via the internet on May 11, 2020, to both WCDSBA, and the Warren County Sheriff in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

APPENDIX A



Gregory Szuter <gpszuter@gmail.com>

SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

27 messages

Gregory Szuter <gpszuter@gmail.com>

Sat, Feb 8, 2020 at 12:38 PM

To: "Stephen S. Lazarus" <stevelazarus@hlmlaw.com>, mfishel@fisheldowney.com

Gents

How soon do you need a hearing? I am Ohio in the next two weeks.

--

Gregory P. Szuter
6090 Royalton Rd. #341
Cleveland, OH 44133
T. 440-628-8380

Stephen S. Lazarus <SteveLazarus@hlmlaw.com>

Sat, Feb 8, 2020 at 3:51 PM

To: Gregory Szuter <gpszuter@gmail.com>, "mfishel@fisheldowney.com" <mfishel@fisheldowney.com>

Cc: Bret Vetter <bvetter@hlmlaw.com>

Mr. Szuter,

I don't believe that we are in a rush, but I will let Marc confirm for management. Perhaps you could give us a few available dates in March?

Thanks,

Steve

[Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com>

Sat, Feb 8, 2020 at 4:36 PM

To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>

Cc: Gregory Szuter <gpszuter@gmail.com>, Bret Vetter <bvetter@hlmlaw.com>

Dates in March are good.

Mac

Sent from my iPhone

On Feb 8, 2020, at 3:51 PM, Stephen S. Lazarus <SteveLazarus@hlmlaw.com> wrote:

[Quoted text hidden]

Gregory Szuter <gpszuter@gmail.com>

Mon, Feb 10, 2020 at 11:33 AM

To: Marc Fishel <MFishel@fisheldowney.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>

4/10/2020

Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

How is March 17, 18, or 19 (first to confirm basis since these are open to other parties as well esp a FF Marc is on with a March 31 deadline. If possible try to set them back to back that week to economize on travel time/expense.)
[Quoted text hidden]

Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
To: Gregory Szuter <gpszuter@gmail.com>, Marc Fishel <MFishel@fisheldowney.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mon, Feb 10, 2020 at 11:39 AM

I am not available that week. Arrive back on March 21, so don't want to schedule early the next week either. How about March 31 or April 1?

[Quoted text hidden]

Gregory Szuter <gpszuter@gmail.com>
To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>
Cc: Marc Fishel <MFishel@fisheldowney.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mon, Feb 10, 2020 at 11:47 AM

Doable for me. Marc?
[Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com>
To: Gregory Szuter <gpszuter@gmail.com>, "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mon, Feb 10, 2020 at 12:00 PM

I am not available these days. I have a trial the previous week and I don't know how long it will last. I probably couldn't do anything before the first full week in April or earlier in March but that seems to interfere with Steve's plan.

Marc A. Fishel, Partner

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769 Fax
mfishel@fisheldowney.com | FishelDowney.com | Bio



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Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
To: Marc Fishel <MFishel@fisheldowney.com>, Gregory Szuter <gpszuter@gmail.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mon, Feb 10, 2020 at 12:21 PM

I am available March 10 or 12. If we are going out a week further from earlier proposed dates, I am available April 8, 9 or 10.

[Quoted text hidden]

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Marc Fishel <MFishel@fisheldowney.com>
To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Gregory Szuter <gpszuter@gmail.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mon, Feb 10, 2020 at 1:40 PM

I am available on March 12 but I need to check with my client. If that date is good for Mr. Szuter, I will contact the County.

[Quoted text hidden]

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Gregory Szuter <gpszuter@gmail.com>
To: Marc Fishel <MFishel@fisheldowney.com>

Mon, Feb 10, 2020 at 2:19 PM

4/10/2020

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Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Sorry have another hearing that day

[Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com>

Mon, Feb 10, 2020 at 3:17 PM

To: Gregory Szuter <gpszuter@gmail.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Of the dates Steve mentioned in April, I am available on April 10.

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3 attachments



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Gregory Szuter <gpszuter@gmail.com>

Mon, Feb 10, 2020 at 3:39 PM

To: Marc Fishel <MFishel@fisheldowney.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

OK April 10. Send me a copy of your extension stip otherwise the report is due 2/21. A notice of hearing will follow.

[Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com>

Mon, Feb 10, 2020 at 3:40 PM

To: Gregory Szuter <gpszuter@gmail.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

I need to check with my client about April 10.

Sent from my iPhone

On Feb 10, 2020, at 3:39 PM, Gregory Szuter <gpszuter@gmail.com> wrote:

OK April 10. Send me a copy of your extension stip otherwise the report is due 2/21. A notice of hearing will follow.

On Mon, Feb 10, 2020 at 3:17 PM Marc Fishel <MFishel@fisheldowney.com> wrote:

Of the dates Steve mentioned in April, I am available on April 10.

Marc A. Fishel, Partner

4/10/2020

Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769 Fax
mfishel@fisheldowney.com | FishelDowney.com | Bio

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7775 Walton Parkway | Suite 200 | New Albany | Ohio | 43054

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FISHEL DOWNEY
ALBRECHT & RIPPENHOFF LLP
Attorneys at Law

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Marc Fishel <MFishel@fisheldowney.com>

Mon, Feb 10, 2020 at 3:45 PM

To: Gregory Szuter <gpszuter@gmail.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

I received incredibly quick responses from the County. We are good on April 10. Steve- Please send me a new extension agreement. Perhaps May 10, 30 days after the hearing, is a good date for the extension.

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From: Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
Sent: Monday, February 10, 2020 12:22 PM
To: Marc Fishel <MFishel@fisheldowney.com>; Gregory Szuter <gpszuter@gmail.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com
Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

I am available March 10 or 12. If we are going out a week further from earlier proposed dates, I am available April 8, 9 or 10.

From: Marc Fishel <MFishel@fisheldowney.com>
Sent: Monday, February 10, 2020 12:00 PM
To: Gregory Szuter <gpszuter@gmail.com>; Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com
Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

I am not available these days. I have a trial the previous week and I don't know how long it will last. I probably couldn't do anything before the first full week in April or earlier in March but that seems to interfere with Steve's plan.

Marc A. Fishel, Partner

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mfishel@fisheldowney.com | FishelDowney.com | Bio

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Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

To: Marc Fishel <MFishel@fisheldowney.com>

Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Got it.

[Quoted text hidden]

Stephen S. Lazarus <SteveLazarus@hlmlaw.com>

Thu, Feb 13, 2020 at 3:10 PM

To: Gregory Szuter <gpszuter@gmail.com>, Marc Fishel <MFishel@fisheldowney.com>

Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Mr. Szuter,

Marc and I spoke on the extension. Assuming an April 10 hearing, the parties will extend the time for a Report to May 10, 2020. Marc, please confirm this when you have a moment.

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From: Stephen S. Lazarus <SteveLazarus@hlmlaw.com>

Sent: Monday, February 10, 2020 12:22 PM

To: Marc Fishel <MFishel@fisheldowney.com>; Gregory Szuter <gpszuter@gmail.com>

Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com

Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

I am available March 10 or 12. If we are going out a week further from earlier proposed dates, I am available April 8, 9 or 10.

From: Marc Fishel <MFishel@fisheldowney.com>

Sent: Monday, February 10, 2020 12:00 PM

To: Gregory Szuter <gpszuter@gmail.com>; Stephen S. Lazarus <SteveLazarus@hlmlaw.com>

4/10/2020

Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com
Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

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Marc A. Fishel, Partner

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mfishel@fisheldowney.com | FishelDowney.com | Bio

7775 Walton Parkway | Suite 200 | New Albany | Ohio | 43054

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Marc Fishel <MFishel@fisheldowney.com>

Thu, Feb 13, 2020 at 3:15 PM

To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Gregory Szuter <gpszuter@gmail.com>

Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

I agree with this extension.

Marc A. Fishel, Partner

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769 Fax
mfishel@fisheldowney.com | FishelDowney.com | Bio



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Gregory Szuter <gpszuter@gmail.com> Thu, Feb 13, 2020 at 4:33 PM
 To: Marc Fishel <MFishel@fisheldowney.com>
 Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Is April 10 the date or is it an assumption?
 [Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com> Thu, Feb 13, 2020 at 4:34 PM
 To: Gregory Szuter <gpszuter@gmail.com>
 Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

It is the date.

Sent from my iPhone

On Feb 13, 2020, at 4:33 PM, Gregory Szuter <gpszuter@gmail.com> wrote:

Is April 10 the date or is it an assumption?

On Thu, Feb 13, 2020 at 3:15 PM Marc Fishel <MFishel@fisheldowney.com> wrote:

I agree with this extension.

Marc A. Fishel, Partner

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769 Fax
 mfishel@fisheldowney.com | FishelDowney.com | Bio

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From: Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
Sent: Monday, February 10, 2020 12:22 PM
To: Marc Fishel <MFishel@fisheldowney.com>; Gregory Szuter <gpszuter@gmail.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com
Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

I am available March 10 or 12. If we are going out a week further from earlier proposed dates, I am available April 8, 9 or 10.

From: Marc Fishel <MFishel@fisheldowney.com>
Sent: Monday, February 10, 2020 12:00 PM
To: Gregory Szuter <gpszuter@gmail.com>; Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com
Subject: RE: SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

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Marc A. Fishel, Partner

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769
Fax
mfishel@fisheldowney.com | FishelDowney.com | Bio

7775 Walton Parkway | Suite 200 | New Albany | Ohio | 43054

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4/10/2020

Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

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Gregory Szuter <gpszuter@gmail.com> Thu, Feb 13, 2020 at 4:41 PM
To: Marc Fishel <MFishel@fisheldowney.com>
Cc: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Of if briefs come in 5p April 8 (email) b/c i am travelling April 9 in the pm
[Quoted text hidden]

Gregory Szuter <gpszuter@gmail.com> Thu, Feb 13, 2020 at 5:23 PM
To: Marc Fishel <MFishel@fisheldowney.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

That was OK if not Of if
[Quoted text hidden]

--
Sent from Gmail Mobile

Gregory Szuter <gpszuter@gmail.com> Thu, Feb 13, 2020 at 7:48 PM
To: Marc Fishel <MFishel@fisheldowney.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

I'm doing a redo:
1) OK if briefs come in 5p April 8 (email) b/c i am travelling April 9 in the pm?
2) May 10 is mothers day (Sunday) make it May 11 in the stip

[Quoted text hidden]

Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
To: Gregory Szuter <gpszuter@gmail.com>, Marc Fishel <MFishel@fisheldowney.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Fri, Feb 14, 2020 at 1:45 PM

We are ok with May 11 for Report and filing briefs via email by 5 PM on April 8.

Thanks!

[Quoted text hidden]

Bret Vetter <bvetter@hlmlaw.com>
To: Gregory Szuter <gpszuter@gmail.com>, Marc Fishel <MFishel@fisheldowney.com>

Fri, Apr 10, 2020 at 11:31 AM

Bret Vetter

Associate Attorney

LAZARUS & LEWIS, LLC

Cincinnati Club Building

30 Garfield Place, Suite 915

Cincinnati, Ohio 45202

(513) 721-7300

bvetter@hlmlaw.com

From: Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
Sent: Friday, February 14, 2020 1:45:22 PM
To: Gregory Szuter <gpszuter@gmail.com>; Marc Fishel <MFishel@fisheldowney.com>
Cc: Bret Vetter <bvetter@hlmlaw.com>; wcdsba@yahoo.com <wcdsba@yahoo.com>
[Quoted text hidden]

[Quoted text hidden]

Gregory Szuter <gpszuter@gmail.com>
To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>
Cc: Marc Fishel <MFishel@fisheldowney.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Fri, Apr 10, 2020 at 11:58 AM

It appears the stipulation is an email. I queried whether April 8 for briefs and May 11 for the report were acceptable. Steve emailed consent.

Marc did not but may have consented earlier in the string. To be pluperfect I would ask assent again since we are relying on email stipulations.

[Quoted text hidden]

Stephen S. Lazarus <SteveLazarus@hlmlaw.com>
To: Gregory Szuter <gpszuter@gmail.com>

Fri, Apr 10, 2020 at 12:57 PM

4/10/2020

Gmail - SERB Case No(s). 2019-MED-07-0644 (Deputies) and 0645 (Sergeants and Lieutenants)

Cc: Marc Fishel <MFishel@fisheldowney.com>, Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

Consent granted by the Union.

[Quoted text hidden]

Marc Fishel <MFishel@fisheldowney.com>

Fri, Apr 10, 2020 at 2:37 PM

To: "Stephen S. Lazarus" <SteveLazarus@hlmlaw.com>, Gregory Szuter <gpszuter@gmail.com>

Cc: Bret Vetter <bvetter@hlmlaw.com>, "wcdsba@yahoo.com" <wcdsba@yahoo.com>

The Employer consents as well.

Marc A. Fishel, Partner

614-221-1216 Office | 614-453-7300 Direct | 614-565-2074 Mobile | 614-221-8769 Fax
mfishel@fisheldowney.com | FishelDowney.com | Bio



7775 Walton Parkway | Suite 200 | New Albany | Ohio | 43054



[Quoted text hidden]

[Quoted text hidden]

3 attachments



image002.png
1K



image004.png
1K



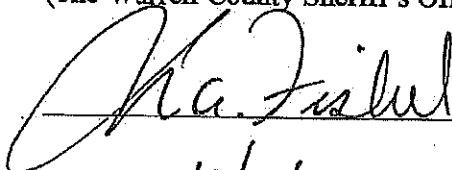
image006.png
1K

APPENDIX B

Retroactivity Waiver (All Units)

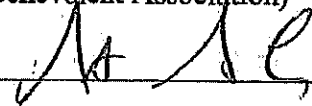
The Parties waive the provisions of O.R.C. Section 4117.14(G)(11) allowing for increases in compensation and any other matters with cost implications in the resultant collective bargaining agreements in Case No. 2019-MED-07-0644 (Sworn Deputies); Case No. 2019-MED-07-0645 (Sergeants and Lieutenants), Case No. 2019-MED-07-0647 (Clerical), Case No. 2019-MED-07-0648 (Corrections Officers), and Case No. 2019-MED-07-0646 (Corrections Sergeants and Lieutenants) to be effective at the discretion of the appointed neutral, but no earlier than the beginning of the first full pay period including November 21, 2019.

For the Employer:
(The Warren County Sheriff's Office)



Date: 10/15/19

For the Union:
(The Warren County Deputy Sheriff's Benevolent Association)



Date: 10/15/19

Resolution

Number 20-0684

Adopted Date May 19, 2020

AMEND RESOLUTION 20-0236 ADOPTED FEBRUARY 18, 2020 AUTHORIZING THE COUNTY ENGINEER TO FUND WARREN COUNTY'S PORTION (EASTERN HALF) OF THE PAVEMENT RESURFACING OF BUTLER-WARREN COUNTY LINE ROAD BETWEEN IRWIN-SIMPSON ROAD AND FALLEN OAKS DRIVE, BEING 0.58 MILES IN LENGTH, IN AN AMENDED AMOUNT NOT TO EXCEED \$60,000.00. THROUGH A JOINT PROJECT WITH WEST CHESTER TOWNSHIP, BUTLER COUNTY (WESTERN HALF) THROUGH THE BUTLER COUNTY ENGINEER'S 2020 PAVING PROGRAM AND APPROVE A PURCHASE ORDER FOR \$60,000 WITH THE SELECTED PAVING CONTRACTOR, JOHN R. JURGENSEN COMPANY

WHEREAS, the Butler-Warren County Line Road joint maintenance agreement was approved jointly by this Board and the Butler County Board of Commissioners on October 1, 1991; and

WHEREAS, the said joint maintenance agreement provides for completing capital improvements, such as pavement resurfacing, by splitting the cost equally between Warren County and Butler County; and

WHEREAS, Butler-Warren County Line Road is classified as a County Road in Warren County and a Township Road in Butler County; and

WHEREAS, the condition of Butler-Warren County Line Road between Irwin-Simpson Road and Fallen Oaks Drive is deteriorating, which makes it necessary for the County Engineer and West Chester Township, Butler County, to complete a joint improvement project by resurfacing the pavement through the Butler County Engineer's 2020 Paving Program; and

NOW THEREFORE BE IT RESOLVED, to amend the resolution reflecting the amount not to exceed \$60,000.00 through a joint project with West Chester Township, Butler County (western half) through the Butler County Engineer's 2020 Paving Program contract awarded to John R. Jurgensen Company final cost not to exceed \$60,000; and

BE IT FURTHER RESOLVED, to approve a purchase order in an amount of \$60,000.00 made payable John R. Jurgensen Company.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Butler County Engineer
Engineer (file)

Resolution

Number 20-0685

Adopted Date May 19, 2020

APPROVE EMERGENCY PURCHASE OF MASK STRAP REPLACEMENTS IN RESPONSE TO THE COVID-19 PANDEMIC ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

WHEREAS, on March 9, 2020 Mike DeWine, Governor of the State of Ohio, declared a State of Emergency and on March 13, 2020 U.S. President Donald Trump declared a national emergency in response to the COVID-19 pandemic; and

WHEREAS, the purchase of mask strap replacements for N95 masks in response to the Covid-19 Pandemic is necessary; and

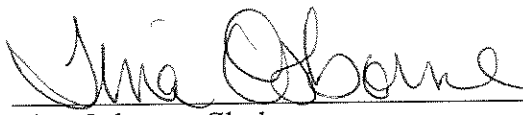
NOW THEREFORE BE IT RESOLVED, to approve the emergency purchase of protective N95 mask strap replacements with Epluno, purchase order for the amount of \$2,480.00 for protective masks strap replacements.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____
Emergency Services (file)

Resolution

Number 20-0686

Adopted Date May 19, 2020

ADVERTISE FOR BIDS FOR THE MAIN STREET SEWER REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Main Street Sewer Replacement 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 two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on July 02, 2020 @ 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-0687

Adopted Date May 19, 2020

ADVERTISE FOR BIDS FOR THE 2020 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2020 Striping Project for the County Engineer; 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 May 17, 2020; bid opening to be June 2, 2020 @ 9:00 a.m.

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0688

Adopted Date May 19, 2020

ADVERTISE FOR RE-BID FOR THE 2020 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for re-bid for the 2020 Chip Seal Project for the County Engineer;
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 May 24, 2020; bid opening to be June 9, 2020 @ 9:15 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 20-0689

Adopted Date May 19, 2020

AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH BIS DIGITAL, INC. FOR DIGITAL RECORDING SOFTWARE SUPPORT FOR THE WARREN COUNTY PROSECUTOR'S OFFICE

WHEREAS, this Board of County Commissioners (the "Board") on behalf of the Warren County Prosecutor's Office requires an agreement to provide ongoing software support services for the digital recording system provided by BIS Digital, Inc.; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute the Hourly Support Agreement with BIS Digital, Inc., on behalf of the Warren County Prosecutor's Office. Copy of said agreement 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—BIS Digital, Inc.
Prosecutor (file)



Service Request Authorization

	Telephone Support One-hour minimum	On-site Support Two-hour minimum	Travel Time One-hour minimum
Business Hours Mon-Fri 8:00 AM - 5:00 PM	\$175.00 per hour	\$175.00 per hour	\$125.00 per hour
After Hours Mon-Fri 5:00 PM - 8:00 AM	\$275.00 per hour	\$275.00 per hour	\$125.00 per hour
Weekends & Holidays (Anytime)	\$275.00 per hour	\$275.00 per hour	\$125.00 per hour

Terms and Conditions

1. Support and travel will be billed hourly at the rates listed above. Telephone support has a one-hour minimum and on-site support has a two-hour minimum. Travel requires a minimum of one hour.
2. All replacement parts and equipment will be charged in addition to support time and travel.
3. BIS service technicians may incur travel expenses, e.g., airfare, hotel, auto, in order to perform on-site service. If the customer is responsible for these expenses, BIS requires a signed authorization by the customer prior to the service being scheduled or performed.

This signature and/or purchase order states acceptance to the above rates, terms and conditions, authorizing BIS Digital, Inc. to schedule, perform, and bill for the requested service.

Please send the signed form to support@bisdigital.com or fax to 800-715-1234.

Accepted by: *Regency Zindl* 5-19-2020
Signature Date

Tiffany Zindel County Administrator
Print Name Title

Account Name: Warren County Prosecutor's Office(OH)

Purchase Order#: N/A Case #: C-6034445

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice

AFFIDAVIT OF NON COLLUSION

STATE OF Florida
COUNTY OF Broward

I, Kirk Ambrose, holding the title and position of vice president at the firm BIS DIGITAL INC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]
AFFIANT

Subscribed and sworn to before me this 20th day of February 2020

[Signature]
(Notary Public),

Broward County.

My commission expires Nov. 13 2022



Liliana Saldivar
COMMISSION # GG276200
EXPIRES: Nov. 13, 2022
Bonded Thru Aaron Notary

Resolution

Number 20-0690

Adopted Date May 19, 2020

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMUNITY CORRECTIONS, DRUG TASK FORCE, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, COUNTY GARAGE, WATER & SEWER- SEWER DEPARTMENT AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Community Corrections, Drug Task Force, Engineers Office, Facilities Management, County Garage, Water & Sewer- Sewer Department and Telecommunications in accordance with the Ohio Revised Code; list of said items 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2020 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

B&Z20004

GovDeals Item Inspection Form

Building & Zoning _____ Date: **Feb 7, 2020** _____ 004

CORK BOARDS, COAT HANGER, FILING CABINET

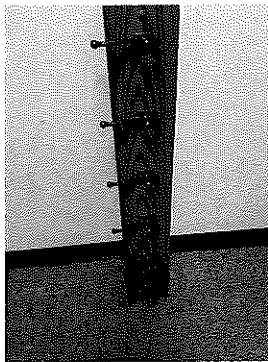


Select Item Type

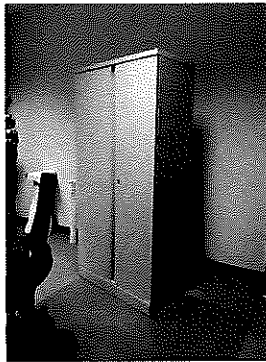
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	CORK BOARD 4X6
1			Y	CORK BOARD 3X4
1			Y	COAT HANGER
1			Y	FILING CABINET

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: **ANNA HELTON** Title: **OFFICE ADMIN** Phone Number **1295**

Location of Item: **3RD FLOOR**

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

B&Z20005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date

Feb 12, 2020

005

2007 Chevrolet Silverado



Select Item Type

Vehicle

Vin #

1GCEK19057Z600995

Title restriction?

Yes No

Odometer Reading

186157

Accurate?

Yes No Unknown

Year

2007

Make

CHEVROLET

Model

CHEVROLET

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2007 CHEVROLET SILVERADO. 5.3L V8 GASOLINE ENGINE AUTOMATIC TRANSMISSION. A/C, CRUISE, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. REMOVED FROM SERVICE DUE TO HIGH MILEAGE AND HEAVY RUST ON BODY.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

B&Z2006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date

Feb 13, 2020

006

MONITORS

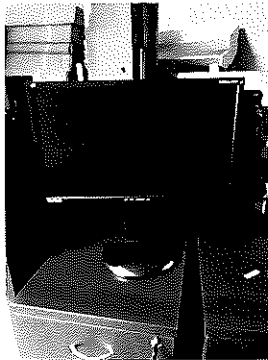


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	DELL MONITOR
1			Y	VIEWSONIC MONITOR

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 695-1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

B&Z20007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date

Feb 25, 2020

007

MONITOR STANDS, FILE ORGANIZER

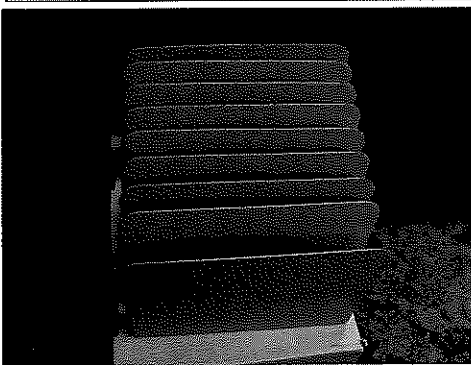


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	MONITOR STANDS
1			Y	FILE ORGANIZER

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 1295

Location of Item: 3RD FLOOR

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

B&Z20008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

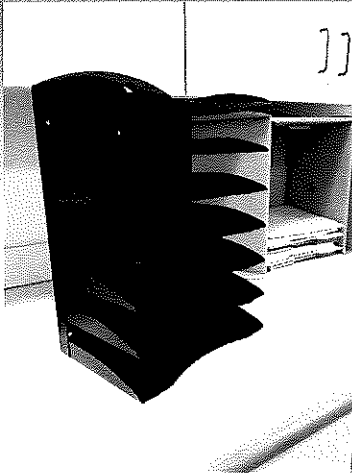
Building & Zoning

Date:

Mar 12, 2020

008

monitor and keyboards, desk file tray

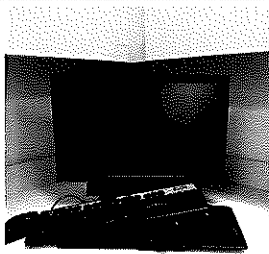


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1				file
1			y	monitor
2			y	keyboards

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Anna Helton

Title: Office Admin

Phone Number 695-1295

Location of Item: 3rd floor

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

CCS20023

Michael D. Shadoan
Director

GovDeals Item Inspection Form

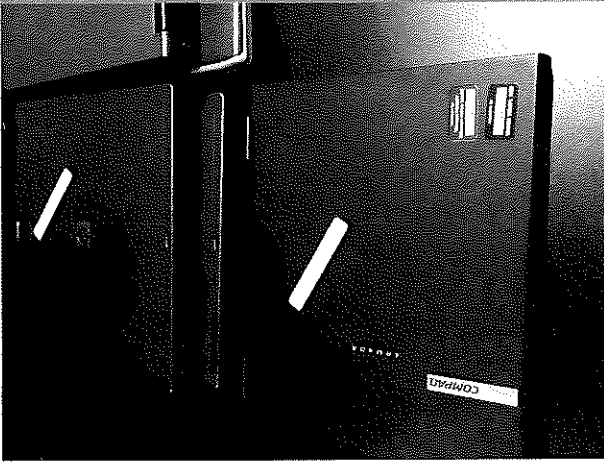
Community Corrections

Date:

Feb 19, 2020

023

CPU's and Laptops



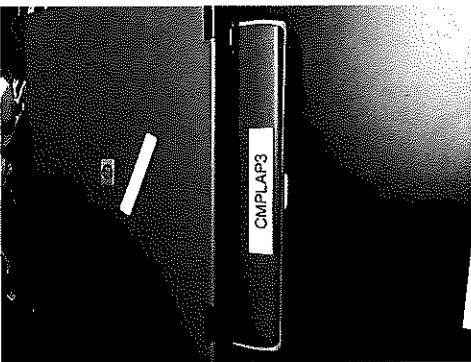
Select Item Type

Lot of Multiple Items

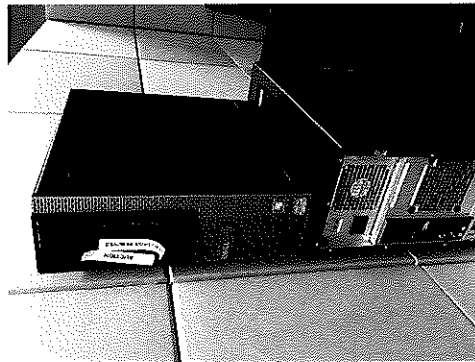
Qty	Brand	Model	Working Condition Y/N	Description
4			Unknown	CPU
4	HP		Unknown	Laptop
1	Compaq		Unknown	Armada Laptop

Additional Comments

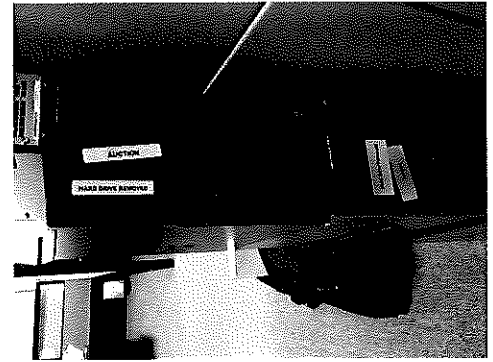
5 laptops - unknown working condition
4 CPUs - unknown working condition



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Community Corrections, 520 Justice Drive, Lebanon, OH

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

Date:

Feb 7, 2020

100

2003 GRAND AM GT1 SEDAN



Select Item Type

Vehicle

Vin #

1G2NV52E73C210258

Title restriction?
 Yes No

Odometer Reading

250151

Accurate?
 Yes No Unknown

Year

2003

Make

PONTIAC

Model

GRAND AM

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

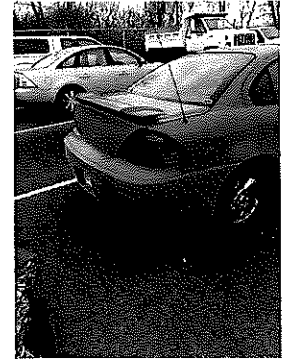
2003 GRAND AM GT1 SEDAN. 3.4 LITER 3400 SFI V6 ENGINE. 4-SPEED AUTOMATIC. VEHICLE WAS SEIZED AND BROUGHT HERE TO SELL. WE HAVE NO HISTORY OR KNOWLEDGE OF THIS VEHICLE. IT DOES START WITH A BOOST AND RUNS. VEHICLE IS BAD SHAPE AND HAS RUST AND DENTS ALL OVER.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X1285

Location of Item: WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

ENG20002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Engineer

Date:

Feb 24, 2020

002

2000 Chevrolet 2WD 1 Ton Dump Truck



Select Item Type

Vehicle

Vin #

1GBKC34J3YF423950

Title restriction?
 Yes No

Odometer Reading

152,493

Yes

Accurate?
 No Unknown

Year

2000

Make

CHEVROLET

Model

3500 HD

Does it Start?

Yes

No

With Boost

Does it run?

Yes

No

Color

White

Exterior Condition?

Good

Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth

Leather

Other

Interior Condition?

Good

Fair

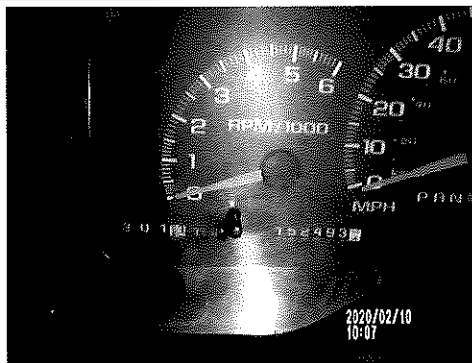
Poor

Additional Comments

Transmission slips in reverse.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DaWayne Hundley

Title: Garage Foreman

Phone Number 513-695-3333

Location of Item: Warren County Highway Garage 105 Markey Road Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

FAC20007

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date

Feb 11, 2020

007

EPSON PROJECTOR/ SCREEN



Select Item Type

Single Item

Category Audio/Visual Equipment

Brand EPSON

Model # EX7220

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

Yes

No

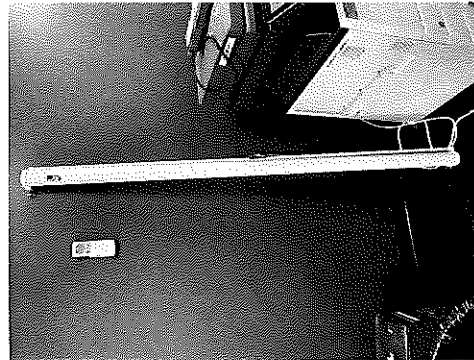
Unknown

Additional Comments

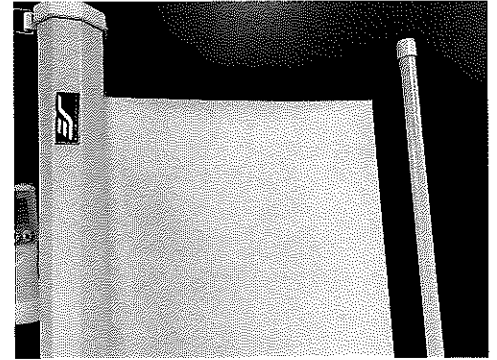
EPSON PROJECTOR WAS IN WORKING CONDITION LAST TIME IT WAS USED. THE PROJECTOR COMES WITH A TRAVEL CASE, CORDS, REMOTE.
THE ELITE SCREENS 84" (4:3) MANUAL RETRACTABLE PROJECTOR SCREEN. Standard 4-side black masking borders. Black backed screen material eliminates light penetration for superior color reproduction. Dual wall and ceiling installation design. Slow Retract Mechanism Manual Pull-down Screen - Retracts slowly back into housing after releasing handle without the need to hold on to handle



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, WEARHOUSE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

FAC20007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

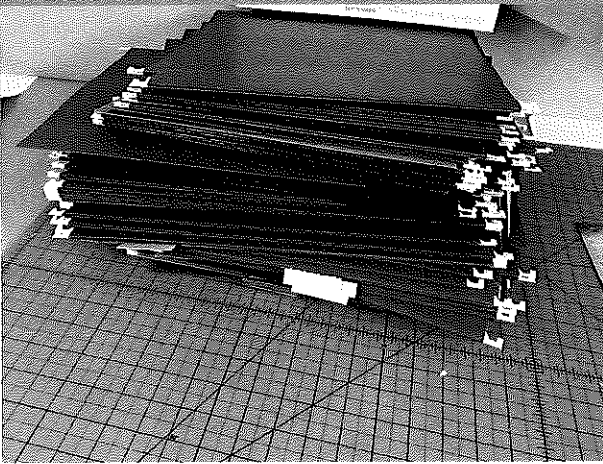
Facilities Management

Date

Feb 11, 2020

007

OFFICE SUPPLIES



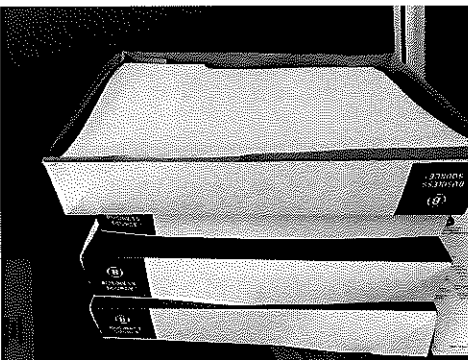
Select Item Type

Lot of Multiple Items

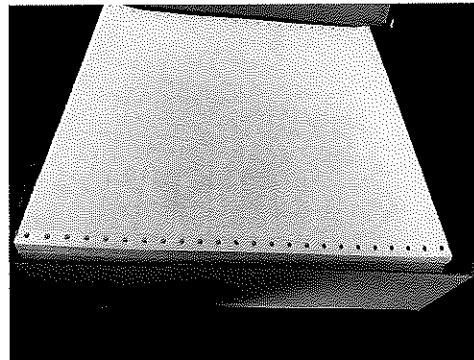
Qty	Brand	Model	Working Condition Y/N	Description
1				hanging folders
4				top tab file folder
1				labels

Additional Comments

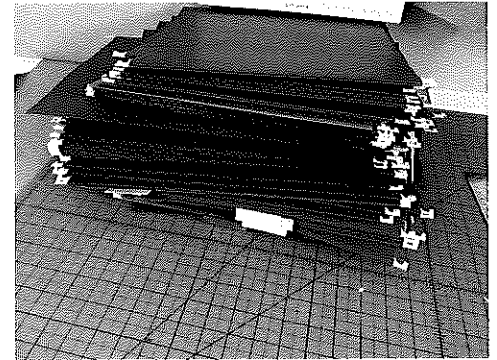
lot of loose green hanging file.
4 boxes beige of top tab file folders
1 box of printable folder tabs labels.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

FAC20007

GovDeals Item Inspection Form

Facilities Management

Date:

Feb 11, 2020

007

PROJECTOR AND CAMERA



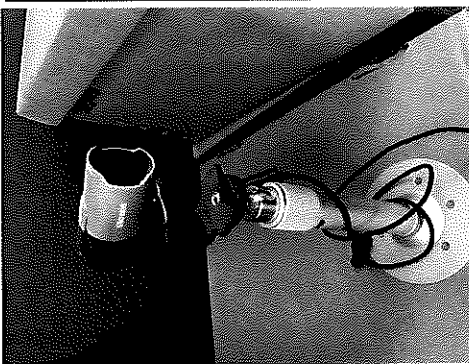
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Sharp		UNK	projector
1	microsoft		YES	computer camera

Additional Comments

Sharp notevision LCD projector condition is unknown, model: XG-C60X, missing power cord and other cords. Has a carrying handle for transporting. Microsoft computer camera. was in working condition when removed from service. used to take photos for ID cards.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OFFICE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

GAR20001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Feb 6, 2020

001

RTI Technologies Transmission Flush Machine



Select Item Type

Single Item

Category

Tools, All Types

Brand

RTI Technologies

Model #

400-80007-00

Serial #

007060-060508-001

Date Removed From Service

2/6/20

Did Item Work When Removed?

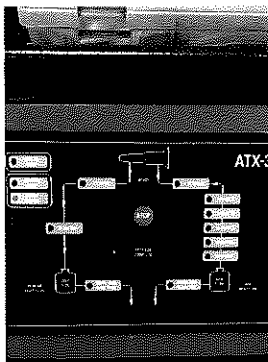
Yes

No

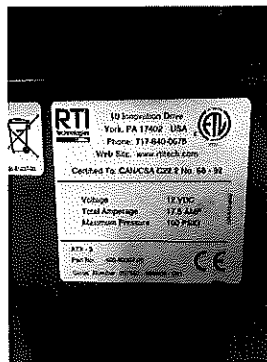
Unknown

Additional Comments

RTI Technologies Transmission flush machine. 12volt system. Flushes up to 20 quarts. Had constant issues with electric fluid pump shutting off during transmission flushes.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

GAR20002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Feb 6, 2020

002

Lot of Older Scan Tools



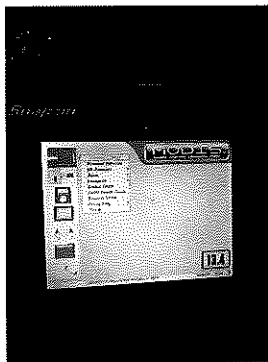
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Rotunda	VCM	Y	3 Older VCM modules for Ford Scan tool. And appropriate wiring.
1	Rotunda	Star	N	1 Rotunda Star diagnostic tool. Not sure if it works.
1	Snap On	Modis	Y	Modis scan tool. Comes with adaptors and keys. Powers up. Only goes to 2013.
1	Rotunda	Breakout	N	Rotunda Breakout Box not sure if it works.

Additional Comments

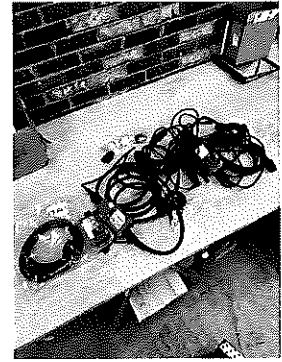
Older version of Rotunda VCM's must have IDS Ford software to be used with. Rotunda Star scanner has not been used in a long time, not sure if it still works. Rotunda breakout box is also and older tool that hasn't been used in a while, but should still work. Snap-On Modis powers up and should work but will only go to 2013 model vehicles, not sure if updates are available. It comes with all adapters and vehicle specific keys. No European keys.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GAR20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Feb 7, 2020

003

Panasonic Toughbook CF-18



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Panasonic

Model #

CF-18

Serial #

cf-18nhhzxbm

Date Removed From Service

2/10/20

Did Item Work When Removed?

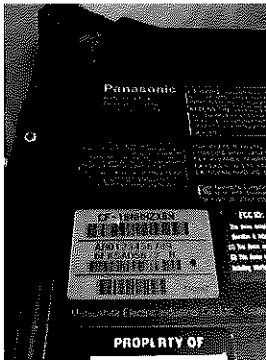
Yes

No

Unknown

Additional Comments

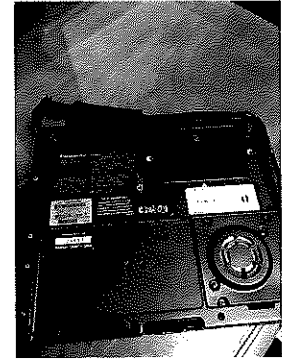
Panasonic Toughbook CF-18 hard drive removed.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number

Location of Item: Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

GAR20004

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Garage

Date:

Feb 10, 2020

004

Panasonic CF-30



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand Panasonic

Model # CF-30

Serial # CF-30KAPAXAM

Date Removed From Service 2/10/20

Did Item Work When Removed?

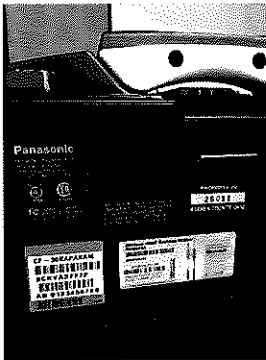
Yes

No

Unknown

Additional Comments

Panasonic CF-30 Hard Drive removed.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

SEW20001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date

Feb 7, 2020

001

1993 GMC TOPKICK



Select Item Type

Vehicle

Vin #

1GDM7H1J5PJ500173

Title restriction?
 Yes No

Odometer Reading

73233

Yes

Accurate?
 No Unknown

Year

1993

Make

GMC

Model

TOPKICK

Does it Start?

Yes No With Boost

Does It run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

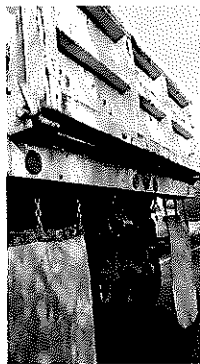
Good Fair Poor

Additional Comments

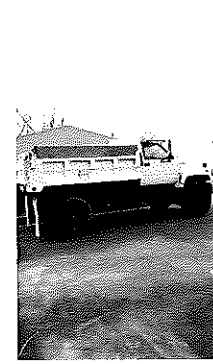
1993 GMC TOPKICK 6.6L DIESEL ENGINE MODEL 3116. AUTOMATIC TRANSMISSION. 2 WHEEL DRIVE. REMOVING FROM SERVICE DUE TO AGE AND POOR CONDITION. BED IS RUSTING AND HAS HOLES. BEFORE WE REPLACED THE BED WE SENT TO THE DEALER TO HAVE THE ENGINE INSPECTED AND WAS TOLD VALVES NEEDED ADJUSTED AND INJECTORS RESEALED. VEHICLE STILL STARTS, RUNS, AND DRIVES AND WAS IN USE PRIOR TO GOING TO THE GARAGE FOR THE BED INSPECTION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # SEW20002

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date: Feb 7, 2020

002

2007 FORD F-450



Select Item Type

Vehicle

Vin # 1FDXX47Y47EA14022

Title restriction?
 Yes No

Odometer Reading 111120

Accurate?
 Yes No Unknown

Year 2007

Make

FORD

Model F-450

Does It Start?
 Yes No With Boost

Does it run?
 Yes No

Color WHITE

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

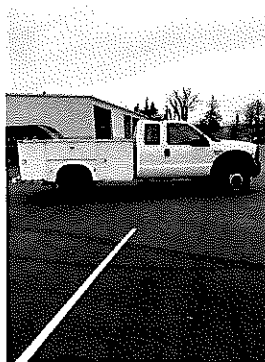
Interior Condition?
 Good Fair Poor

Additional Comments

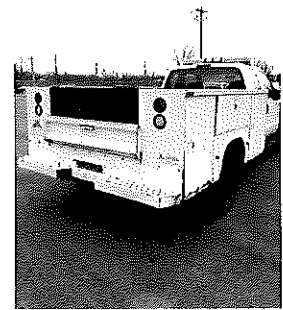
2007 FORD F-450 SUPER DUTY 4X4, 6.8L V10 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. 4WD. AC AND POWER STEERING. REMOVED FROM SERVICE DUE AGE AND CONDITION. VEHICLE DROVE AND WAS USED IN SERVICE UP UNTIL 2/6/2020.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

TEL 19039

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

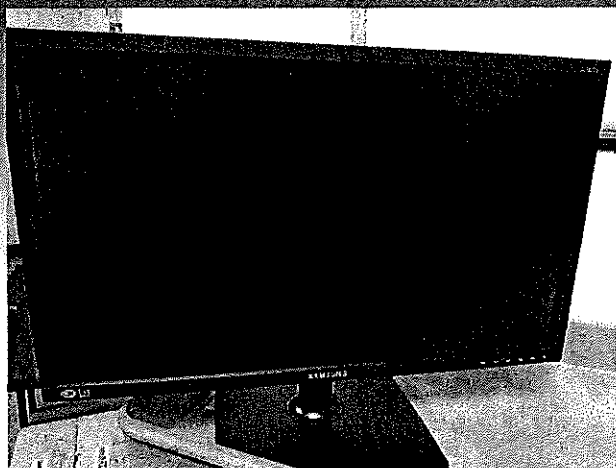
Telecommunications

Date:

Dec 23, 2019

039

Samsung Monitor



Select Item Type

Single Item

Category Computers, Parts and Supples

Brand Samsung

Model # S23E200B

Serial # 04gjhclh600661p

Date Removed From Service 12/17/2019

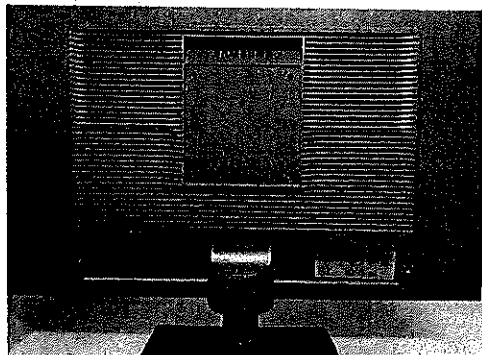
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr, Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date: Feb 18, 2020

001

PS2 Keyboards KT800P2



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Key Tronic	KT800P2	Y	Old New Stock SN look down

Additional Comments

C121800264, C121800331, C121800360

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Feb 21, 2020

002

Smartnet II Site Controller



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Motorola

Model #

T5185A-SP1

Serial #

277CSG0001

Date Removed From Service

2/21/20

Did Item Work When Removed?

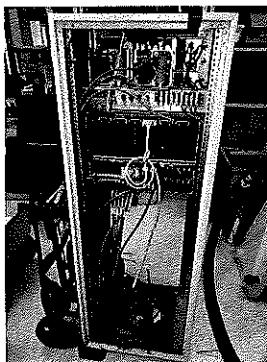
Yes

No

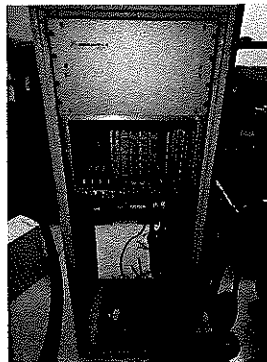
Unknown

Additional Comments

Empty box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Resolution

Number 20-0691

Adopted Date May 19, 2020

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN TERMS AND CONDITIONS WITH VALLEN DISTRIBUTION, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vallen Distribution, Inc. will provide products (hand sanitizer & face masks etc.) for employees' PPE in response to Covid-19; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign terms and conditions to open a business account with Vallen Distribution, Inc. on behalf of Warren County Telecommunications to provide products (hand sanitizer & face masks etc.) for employees' PPE in response to Covid-19 ; as attached hereto and 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Vallen Distribution
Telecom (file)

Vallen Distribution, Inc.¹ - Terms and Conditions of Sale

All products sold and services rendered pursuant hereto shall be governed solely by the terms of this document, and such terms and conditions shall apply regardless of any additional or conflicting terms or conditions on any purchase order or other form issued by Customer or in the course of performance or course of dealing. None of the terms herein may be modified, waived or superseded except with the written consent of Vallen Distribution, Inc.'s¹ ("Seller") authorized representative. Neither Seller's acknowledgment of a purchase order nor Seller's failure to object to conflicting or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof and acceptance by Customer of products or services shall be deemed assent to any additional or different terms contained herein.

1. Payment for all amounts due hereunder shall be due net thirty (30) days from date of invoice unless otherwise specified herein or unless otherwise expressly agreed to by Seller and Customer. Payments not received when due will be subject to a late fee of 1.5% or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Seller. Seller reserves the right in its sole discretion, either to: (a) withhold shipments or (b) to impose or revise any credit limits on Customer's purchases when Seller deems itself insecure with respect to Customer's ability to pay for the purchase order.
2. Returns will be accepted prior to the Payment Date if prior authorization is obtained from Seller, the product is in resalable condition and is in the original manufacturer's package with sales receipt or invoice. Credit will be issued based on Customer's purchase price for the returned product less any vendor restocking charges, freight, or other expenses of disposal. Orders that were factory special orders or otherwise fabricated and altered to accommodate Customer are not returnable.
3. Customer agrees to accept partial or pro rata deliveries in commercial units as full performance under Customer's purchase order in the event that Seller is unable to fill Customer's entire order.
4. All goods shall be shipped FOB SHIP POINT prepaid and billed, unless otherwise specified herein. Title and risk of loss pass to Customer on delivery to the common carrier.
5. Customer acknowledges and agrees that products will be ordered by Seller from vendors of Seller. Seller represents and warrants that Seller shall have, on the date of transfer to the Customer, title thereto and the right to sell the product(s) delivered to Customer.

Any warranty issued by the manufacturer of products shall be solely that of the manufacturer and not of the Seller. Seller hereby assigns to Customer, as of the date that title passes to Customer for such product, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the product, and Seller hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor. EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT OR REPERFORMANCE OF THE SERVICE OR RETURN OF THE PURCHASE PRICE, AT THE OPTION OF CUSTOMER.

In the event that a court of competent jurisdiction should hold that the limitations of warranties, liabilities and remedies contained herein, or in any portions thereof, are unenforceable for any reason, Customer expressly agrees that under no circumstances shall the total liability of Seller to Customer exceed the value of the specific product or service at issue.

6. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT SELLER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.
7. The validity, interpretation, and performance hereof and any dispute connected herewith, shall be governed and construed in accordance with the laws of the State of South Carolina.
8. Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the product and will be added to payments due to Seller. Customer agrees it will be responsible for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Seller due to incorrect taxing information furnished by Customer.
9. If Seller's performance shall be delayed or prevented because of any event which is not within the reasonable control of Seller, Seller may, at its option, suspend performance during the period such cause continues, and no liability shall attach against Seller on account thereof.
10. The status of Seller and its personnel and any subcontractors is and will be that of independent contractors, and no such personnel or subcontractors will, at any time or for any purpose, be deemed employees or agents of Customer.

¹- Vallen Distribution, Inc. includes all of its subsidiaries, divisions and/or operations that sell product or provide services, including, but not limited to: Alamo Distribution, LLC; Alamo Ironworks; Boeing-Smith, LLC; Bryant Supply Company; Enesco Supply Company; ISI Industrial Specialties, LLC; RES Energy Services, LLC; TWS Energy & Specialty Distribution, LLC; Taylor Air; and Taylor Compressor.

11. Seller is not liable to third parties, or anyone with whom it does not have a direct contractual relationship, for alleged defects in products sold or services performed. Seller is not liable for defects in information provided by secondary sources.
12. The Customer acknowledges that Seller has neither created nor contributed to the creation or existence of any hazardous or otherwise dangerous substances or conditions at the Customer's site, and Seller's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such substances or conditions.
13. Customer recognizes and agrees that Seller provides no warranty or guarantee of the outcome of its testing or servicing methods and that all such testing and servicing methods have reliability limitations, that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Customer further acknowledges and agrees that reliability of testing or servicing varies according to the sampling frequency and other service variables selected by Customer and that factors other than reliability, including cost, have been considered in the Customer's selection of services. Customer agrees that it has knowingly accepted these limitations and the risks attendant thereon and that Seller shall be considered to be at fault (but not necessarily liable) only to the extent that the services selected by the Customer are not performed in accordance with, and subject to the limitations on, the warranties provided above.
14. All documents, including reports, drawings, plans, designs and specifications, prepared by Seller or its subcontractors are not intended or represented by Seller to be suitable for use by or relied upon by anyone but the Customer or for uses beyond the scope of the specific uses or purposes set forth in the contract documents.
15. Each party comply with all applicable laws, codes, standards and regulations (including, but not limited to anti-corruption and anti-bribery, child labor, affirmative action and conflict minerals).
16. A complete copy of Seller's terms and conditions is available at Seller's website: www.valten.com/termsandconditions
17. **PRODUCT-SPECIFIC CLAUSES:**
 - (a) **ELECTRONIC AND PHOTOGRAPHIC CLEANING FLUIDS CUSTOMERS** — It is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon (CFC) containing cleaning fluid for electronic and photographic equipment or aerosol hydrochlorofluorocarbon (HCFC) containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to \$25,000 per unit sold. Individuals purchasing such products must present proof of their commercial status in accordance with 40 CFR 82.68(a) or (c). A "Commercial User," as defined in the regulation, means a person that uses the product in the purchaser's business, or sells it to another person and has one of the following identification numbers: (i) a Federal employer identification number; (ii) a State sales tax exemption number; (iii) a Local business license number; or (iv) a Government contract number.
 - (b) **MOLD RELEASE AGENT CUSTOMERS** — It is a violation of federal law to sell mold release agents containing hydrochlorofluorocarbon (HCFC) as propellants to anyone, except for use in applications where no other alternative except a class I substance is available. The penalty for violating this prohibition can be up to \$25,000 per unit sold.
 - (c) **WASP AND HORNET SPRAY CUSTOMERS** — It is a violation of federal law to sell or distribute wasp and hornet sprays containing hydrochlorofluorocarbon (HCFC) as solvents to anyone, except for use near high-tension power lines where no other alternative except a class I substance is available. The penalty for violating this prohibition can be up to \$25,000 per unit sold.
 - (d) **REFRIGERANT CUSTOMERS** — Effective November 14, 1994, in accordance with the Federal Clean Air Act, sale of Class 1 (CFC) and Class 2 (HCFC) refrigerant will be restricted to resale purchases and/or to certified professional service technicians. To purchase regulated refrigerant products, all Customers must present a certification card or sign a statement of resale to complete the purchase.
 - (e) **OSHA HAZARDOUS SUBSTANCE & CALIFORNIA PROPOSITION 65 PRODUCT INFORMATION**— MSDS for OSHA-defined hazardous substances and a list of products known by the state of California to cause cancer or reproductive harm are available at your local Hagemeyer branch, or by contacting Hagemeyer's U.S. corporate headquarters. Hagemeyer makes no warranty with respect to the accuracy of the information or the suitability of the recommendations in the MSDS. Hagemeyer disclaims any and all liability to any user.
 - (f) **MATERIALS OF TRADE** — Customer represents that if it is purchasing goods as its "materials of trade" as defined in the Hazardous Materials Regulations in Title 49 of the Code of Federal Regulations, that the goods will be used in direct support of its business, which is not transportation, and that such goods shall not be resold or transported in a vehicle other than one owned by itself.

1. Valten Distribution, Inc. includes all of its subsidiaries, divisions and/or operations that sell product or provide services, including, but not limited to: Alamo Distribution, LLC; Alamo Ironworks; Boring-Smith, LLC; Bryant Supply Company; Enasco Supply Company; ISI Industrial Specialties, LLC; RES Energy Services, LLC; TWS Energy & Specialty Distribution, LLC; Taylor Air; and Taylor Compressor.

The undersigned authorizes the release of all information needed to verify the contents of this application or to otherwise process this application, including but not limited to contacting third parties concerning the credit worthiness of the applicant. The applicant further agrees to hold Vallen Distribution, Inc. and its affiliates harmless for any and all information herein solicited or disseminated by Vallen Distribution, Inc. and its affiliates.

The undersigned affirms that the information contained herein is accurate and declares under penalty that purchaser is a solvent business.

Company Name:

Warren County Telecom

Name of authorized person filling out form and agreeing to terms:

Tiffany Zindel

Title of person filling out form:

County Administrator

Signature:

Tiffany Zindel

Witness:

[Handwritten signature]

APPROVED AS TO FORM

[Handwritten signature]

Adam M. Nice
Asst. Prosecuting Attorney

1- Vallen Distribution, Inc. includes all of its subsidiaries, divisions and/or operations that sell product or provide services, including, but not limited to: Alamo Distribution, LLC; Alamo Ironworks; Boring-Smith, LLC; Bryant Supply Company; Ensco Supply Company; ISI Industrial Specialties, LCC; RES Energy Services, LLC; TWS Energy & Specialty Distribution, LLC; Taylor Air; and Taylor Compressor.

Resolution

Number 20-0692

Adopted Date May 19, 2020

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR RICHARD H. WILLIAMS

WHEREAS, Richard H. Williams, received a Deferred Loan for the Purchase of Property through the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said Down Payment assistance has been fully paid and satisfied by Richard H. Williams; and


NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Richard H. Williams, on the real estate known as 215 A Barnard Court, Lebanon, Ohio 45036.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/vsp

cc c/a—Williams, Richard H.
Richard H. Williams
OGA (file)


SATISFACTION OF MORTGAGE

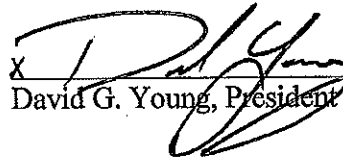
KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 21st day of January, 2003, recorded on the 24th day of January, 2003, in Record of Mortgages, Book 2870 Pages 380-383, in the Office of the Recorder of Warren County, Ohio, executed by **Richard H. Williams**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 215 A Barnard Court, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by David G. Young, President, acting in his official capacity, has hereunto set his hand this 19th day of May, 2020, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

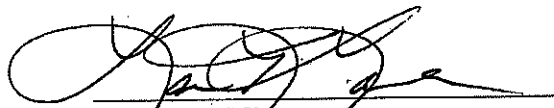

Signature of Witness
Laura K Lander
Printed Name of Witness

X 
David G. Young, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 19th day of May, 2020, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named David G. Young, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument prepared by Warren County, Ohio.

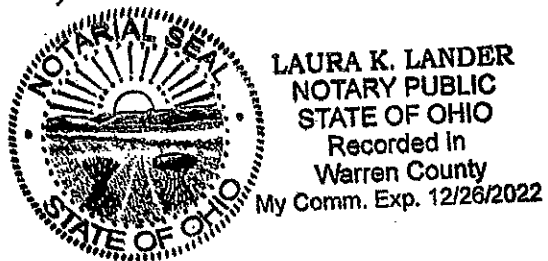


EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 13-35-242-002

Situated in Section 35, Town 5, Range 3, City of Lebanon, County of Warren, State of Ohio and being described as follows:

Lot Number 7139 in the Sterling Chase Subdivision, Section 3, as recorded in Plat Book 55, Pages 22-24 of the Official Records of Warren County, Ohio.

Prior Instruments of Record: Book 2870, Pages 380-383

Resolution

Number 20-0693

Adopted Date May 19, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the County Administrator to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force, for the Fiscal Year 2019 Recovery Ohio Law Enforcement Subgrant Number 2019-RO-ETF-R558, as attached hereto and made a part hereof, being funded through the Ohio Department of Public Safety, with the Ohio Office of Criminal Justice Services, as the duly authorized State Agency; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Vp\

cc: c/a-Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
OCJS
Auditor's Office-Brenda Quillen

L



Department of
Public Safety



Mike DeWine, Governor
Janet Bevel, Lt. Governor

Thomas A. Sickrath, Director
Kathleen F. Moore, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2019-RO-ETF-R558

Title: Greater Warren County Drug Task Force

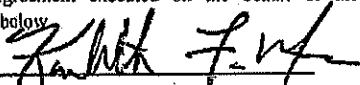
In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, of Am. Sub. H. B. No. 166 of the 133rd Ohio General Assembly, enacted July 18, 2019, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Warren County Drug Task Force		
Award Period:	10/01/2019 to 09/30/2020		
Closeout Deadline:	11/29/2020		
Award Amounts:	OCJS Funds:	\$50,030.71	100%
	Cash Match:	\$0.00	
	In-kind Match:	\$0.00	
	Project Total:	\$50,030.71	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.


The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.



Karlhton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

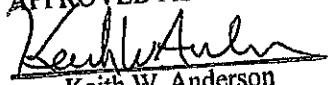
4/27/20
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.


County Commissioner, President
Warren County Commissioners
Date 6/19/2020


Major/Commander
Warren County Drug Task Force
Date 5/11/2020

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Mission Statement

"to save lives, reduce injuries and economic loss to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

Arrasmith, Major Steve C.

From: jlfodor@dps.ohio.gov
Sent: Wednesday, May 6, 2020 12:23 PM
To: Arrasmith, Major Steve C.
Cc: mbdarby@dps.ohio.gov
Subject: RecoveryOhio Award Document
Attachments: R558.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

Attached is your RecoveryOhio award document. At this time OCIS is unable to upload them into the grant management system. However if you can get the signatures required and email them back to mbdarby@dps.ohio.gov she will push your grant into the Grant Awarded status and you will then be able to seek reimbursement. Sorry for any confusion or extra work this may cause but in an effort to move the awards out and get funding to you as soon as possible we see this as the best solution. Please let us know if there are any questions.

Thanks!

Jenna Fodor
Program Administrator
Ohio Department of Public Safety
1970 W. Broad Street, Columbus, OH 43223
Cell: 614-809-1817
Desk: 380-201-4519

Ohio | Department of
Public Safety

Title Page

A. Program Area:

- ✓ A01 - Multi-Jurisdictional Task Forces Programs
- A02 - Law Enforcement Programs
- B01 - Crime Prevention Programs
- C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
- D01 - Courts, Defense, Prosecution and Victim Service Programs
- D02 - Specialized Dockets
- E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project:

Greater Warren County Drug Task Force

C. Project Period:

10/1/2019 to: 9/30/2020 Extension:

D. Continuation of Subgrant Number:

E. Focus of Application:

City	✓	County	Township	Village	State
------	---	--------	----------	---------	-------

F. Budget Summary:

OCJS Funds: \$0
 Cash Match: \$0
 Inkind Match: \$0
 Total Budget: \$0

See Directives for Eligibility

G. Project Director:

Prefix: Mr.	First Name: Steven	M.I.: C	Last Name: Arrasmith	Suffix:
Title: Major/Commander	Agency: Greater Warren County Drug Task Force			
Address: 822 Memorial Drive	City: Lebanon	Zip: 45036 - 2355		
Phone: 513-695-0070 Ext.5850	Fax: 513-337-9097			
Email: arrasmith@wcdtf.org	County: Warren			

H. Implementing

Prefix: Mr.	First Name: Steven	M.I.: C	Last Name: Arrasmith	Suffix:
Title: Major/Commander	Agency: Warren County Drug Task Force			
Address: 822 Memorial Drive	City: Lebanon	Zip: 45036 - 2355		
Phone: 513-695-0070 Ext.5850	Fax: 513-336-0070			
Email: arrasmith@wcdtf.org	County: Warren			
Website:				

I. Subgrantee:

Prefix: Ms.	First Name: Shannon	M.I.:	Last Name: Jones	Suffix:
Title: County Commissioner - President	Agency: Warren County Commissioners			
Address: 406 Justice Drive - Room 311	City: Lebanon	Zip: 45036 - 2355		
Phone: 513-695-1250 Ext.	Fax: 513-695-2999	Subgrantee		
Email: jones@co.warren.oh.us	County: Warren	Tax I.D.: 316000058		

Vendor ID and Address code to be completed by OCJS:

Non-State Agency OAKS Vendor ID OAKS Address Code

State Agency OAKS Vendor ID Vendor Location

Duns Number: 784327608

Primary Place of Performance:

City: Lebanon
State: Ohio
Zip: 45036 - 2355

Overage
Split Funding

Resolution

Number 20-0694

Adopted Date May 19, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE FY 2020 RECLAIM APPLICATION THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the County Administrator to sign the FY 2020 RECLAIM application through the State of Ohio Department of Youth Services, effective July 1, 2020 to June 30, 2021, on behalf of the Warren County Juvenile Court; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Youth Services, the Warren County Board of Commissioners has no further obligation to fund this program.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Ohio Department of Youth Services
Juvenile Court (file)
Ohio Department of Youth Services
OGA

Ohio Department of Youth Services Subsidy Grant
JUVENILE COURT FUNDING APPLICATION UPDATE

Submit electronically in PDF format by June 1, 2020 to:

DYSGrantsreporting@DYS.Ohio.gov

Juvenile Court: WARREN County Juvenile Court

Fiscal Year 2021 Projections:

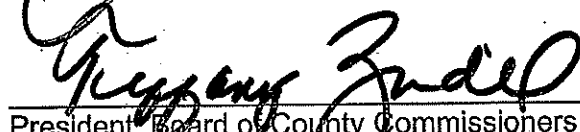
- a) Projected number of admissions to DYS in FY 2021: 2
- b) This represents (check one) from the previous year:
 an increase a decrease no change
- c) Projected number of admissions to a CCF in FY 2021: 3
- d) This represents (check one) from the previous year:
 an increase a decrease no change

Authorized Signatures:



Administrative Judge

5-11-2020
Date



President, Board of County Commissioners
or County Executive

5-19-2020
Date

Required Attachments to this page:

- Attachment A, Page 1, for FY 2021
- Attachment A, Page 2, for FY 2021
- Budget Forms for each program listed on Attachment A, Page 2

A Program Narrative (Attachment B) only needs to be submitted if one or both of the following is true:

- The court is creating a new program for FY 2021
- The program has changed to the extent that the current Program Narrative (Attachment B) is no longer accurate

**Fiscal Accountability
Attachment A Page 1**

County: <u>Warren</u>	
Allocations	
FY 2021 Tentative Base Allocation (YSG/S10)	(1A) \$ 295,735.00
FY 2021 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 780,882.09
FY 2021 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2021 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2021 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2021 JDAI Allocation	(6A) \$ _____
FY 2021 Y/E EVB Program Development Allocation	(7A) \$ _____
Allocations Subtotal	(A) \$ 1,076,617.09
Tentative Carryover Balance as of 6/30/20 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 529,171.07
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ 48,593.85
Detention Alternatives and Enhancements Carryover	(5B) \$ _____
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(6B) \$ 863.45
Tentative Carryover Subtotal	(B) \$ 578,628.37
Carryover Limit	(C) \$ 235,028.80
<i>(25% of Total FY 2019 RECLAIM and Youth Services Grant Allocations)</i>	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ 529,171.07
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ _____
JDAI Exemption	(4D) \$ 48,593.85
Detention Alternatives and Enhancements Exemption	(5D) \$ _____
Y/E EVB Program Development Exemption	(6D) \$ 863.45
Total Exemptions	(D) \$ 578,628.37
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Detention Alternatives and Enhancements	(5E) \$ _____
Y/E EVB Program Development	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2021 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 1,605,788.16
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ 48,593.85
Detention Alternatives and Enhancements	(5F) \$ _____
Y/E EVB Program Development	(6F) \$ 863.45
Total Available FY 2021 Program Funds	(F) \$ 1,655,245.46
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 1,040,582.71
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ 48,593.85
Detention Alternatives and Enhancements Costs	(5G) \$ _____
Y/E EVB Program Development Costs	(6G) \$ 863.45
Total Estimated FY 2021 Expenditures	(G) \$ 1,090,040.01
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 565,205.45
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ 0.00
Detention Alternatives and Enhancements Unallocated	(5H) \$ _____
Y/E EVB Program Development Unallocated	(6H) \$ 0.00
Total Unallocated Funds	(H) \$ 565,205.45
<i>* Supplemental Allocation included in RECLAIM amount</i>	

ATTACHMENT A
Page 2

County: Warren
FY: 2021

Prepared By: Laura Schnecker
Phone # 513-695-1615

Funding Category	Activity Purpose	Local Program Name	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Residential-Mary Haven Youth Center	\$ 558,139.25
Subsidy Grant	Skill Knowledge	Day School Treatment Program	\$ 164,494.12
Subsidy Grant	Support Activity Tracking	Truancy-ATTEND Service Coordination	\$ 51,000.00
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 34,000.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 10,000.00
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 10,413.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 9,750.00
Subsidy Grant	Support Activity Admission	Parent Success	\$ 25,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 10,002.00
Subsidy Grant	Skill Knowledge	Y.E.S Program	\$ 1,125.00
Subsidy Grant	Skill Knowledge	Evening Reporting Center	\$ 156,736.84
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 9,922.50
JDAI	Behavioral Change	Intensive Home Based	\$ 45,000.00
JDAI	Grant Administration	JDAI	\$ 3,593.85
Y/E EVB Program Development	Grant Administration	Probation Transformation Training	\$ 863.45
		Total Program Costs	\$ 1,090,040.01

Note: For each program, indicate the Funding Source, Primary Purpose, Local Program Name, and the total budget for the program. Please list programs in order by funding source (Subsidy Grant, Targeted, JDAI, Competitive, DAEI, Y/E EVB Program Development) then by local program name.

Provide the Juvenile Court Budget for the Current Year: \$ 4,084,708.50

- Exclude the following:
1. Any state or federal funding
 2. Operational costs of detention centers, rehabilitation centers, or other facilities

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Kim Ryan	Youth Care Specialist	Existing	1040	\$22.36	\$ 23,254.40
Kim Ryan	Youth Care Specialist	Existing	1040	\$23.03	\$ 23,951.20
Vicki Shaw-Hoskins	Youth Care Specialist	Existing	1040	\$22.36	\$ 23,254.40
Vicki Shaw-Hoskins	Youth Care Specialist	Existing	1040	\$23.03	\$ 23,951.20
Donna Meade	Administrative Assistant	Existing	1040	\$17.69	\$ 18,397.60
Donna Meade	Administrative Assistant	Existing	1040	\$18.22	\$ 18,948.80
TOTAL STAFF POSITIONS					\$ 131,757.60
Fringe Benefits					
Type	OPERS			\$ 18,446.06	
Type	Medicare			\$ 1,910.49	
Type	Worker's Compensation			\$ 2,635.15	
Type	Health/Life Insurance			\$ 45,920.88	
TOTAL FRINGE BENEFITS					\$ 68,912.58
TOTAL STAFF and FRINGE BENEFITS					\$ 200,670.18
Budget Narrative - Describe the services that the positions will provide.					
Youth Care Specialists administer the program offering correction and feedback as appropriate. They are considered "line staff" of the program.					
The Administrative Assistant offers supportive/clerical services for the Superintendent and other various administrative staff.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Alyssa Barr	Youth Care Specialist	Existing	2080	\$16.50	\$ 34,320.00
Peter Highley	Youth Care Specialist	Existing	2080	\$16.50	\$ 34,320.00
TOTAL STAFF POSTIONS					\$ 68,640.00
Fringe Benefits					
Type	OPERS			\$ 9,609.60	
Type	Medicare			\$ 995.28	
Type	Worker's Compensation			\$ 1,372.80	
Type	Health/Life Insurance			\$ 21,259.20	
Type					
TOTAL FRINGE BENEFITS					\$ 33,236.88
TOTAL STAFF and FRINGE BENEFITS					\$ 101,876.88
Budget Narrative - Describe the services that the positions will provide.					
ts administer the program offering correction and feedback as appropriate. They are considered "line staff" of the program. Some Youth Care Specialist are also trained to lead educational gr					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
James Deters	Youth Care Specialist	Existing	2080	\$16.50	\$ 34,320.00
Nicole Stover	Youth Care Specialist	Existing	2080	\$16.50	\$ 34,320.00
S. Joel Jacobs	Transition Coordinator	Existing	1040	\$21.06	\$ 21,902.40
S. Joel Jacobs	Transition Coordinator	Existing	1040	\$21.69	\$ 22,559.47
Harry Lyons	Youth Care Specialist	Existing	1040	\$18.39	\$ 19,125.60
Harry Lyons	Youth Care Specialist	Existing	1040	\$18.94	\$ 19,699.37
TOTAL STAFF POSTIONS					\$ 151,926.84
Fringe Benefits					
Type	OPERS			\$ 21,269.76	
Type	Medicare			\$ 2,202.94	
Type	Worker's Compensation			\$ 3,038.54	
Type	Health/Life Insurance			\$ 51,873.12	
Type					
TOTAL FRINGE BENEFITS					\$ 78,384.35
TOTAL STAFF and FRINGE BENEFITS					\$ 230,311.19
Budget Narrative - Describe the services that the positions will provide.					
<p style="text-align: center;">Youth Care Specialists administer the program offering correction and feedback as appropriate. They are considered "line staff" of the program.</p> <p style="text-align: center;">The Transition Coordinator helps youth who are exiting residential placement back into the community, and provides intervention and support for youth in the day school program.</p> <p style="text-align: center;">This person also completes various assessments for the Court Clinic as needed.</p>					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change H LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Overtime					\$ 18,000.00
TOTAL STAFF POSTIONS					\$ 18,000.00
Fringe Benefits					
Type	OPERS				2,520.00
Type	Medicare				\$ 261.00
Type					
Type					
Type					
TOTAL FRINGE BENEFITS					\$ 2,781.00
TOTAL STAFF and FRINGE BENEFITS					\$ 20,781.00
Budget Narrative - Describe the services that the positions will provide.					
<p>Youth Care Specialists admister the program offering correction and feedback as appropriate. They are considered "line staff" of the program. ion Coordinator helps youth who are exiting residential placement back into the community. This person also completes various assessments for the Court Clinic</p>					

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Undetermined	Private	Summer School teacher	30	\$ 75.00	\$ 2,250.00
Undetermined	Private	Summer School teacher	30	\$ 75.00	\$ 2,250.00
Total Purchased or Contract Services					\$ 4,500.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	\$19.62	\$ 20,404.80
Zachary McCormick	Youth Care Specialist	Existing	1040	\$20.21	\$ 21,016.94
Nicholas Hanselman	Youth Care Specialist	Existing	2080	\$15.50	\$ 32,240.00
S. Gordon Lewis	Youth Care Specialist	Existing	1040	\$19.00	\$ 19,760.00
S. Gordon Lewis	Youth Care Specialist	Existing	1040	\$19.57	\$ 20,352.80
TOTAL STAFF POSTIONS					\$ 113,774.54
Fringe Benefits					
Type	OPERS				\$15,928.44
Type	Medicare				\$1,649.73
Type	Worker's Compensation				\$2,275.49
Type	Health Insurance/Life Insurance				\$30,865.92
TOTAL FRINGE BENEFITS					\$ 50,719.58
TOTAL STAFF and FRINGE BENEFITS					\$ 164,494.12
Budget Narrative - Describe the services that the positions will provide.					
e specialists provide transportation to and from the program as needed. They also provide daily feedback and direction in regards to youth's behaviors in the program, support for school co and facilitate daily programming groups.					

Purchased or Contract Services Budget Form

COUNTY: Warre

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Truancy-Attend Service Coordination

<u>Agency Name/Individual</u> <u>(List all Providers by Name)</u>	<u>Public/</u> <u>Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit</u> <u>Costs</u>	<u>Total</u>
<u>Warren County ESC</u>	<u>Public</u>	<u>Attend docket service coordination</u>	<u>1</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
Total Purchased or Contract Services					\$ 50,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Truancy-Attend Service Coordination

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Rewards/Incentives	1	\$ 1,000.00	\$ 1,000.00	Rewards and incentives are given out to youth involved with this program as they progress.
				School supplies are also purchased.
Total Maintenance Costs			\$ 1,000.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Truancy Education Group

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Warren Co. ESC	Public	Facilitate Truancy Education Groups	1	\$ 34,000.00	\$ 34,000.00
Total Purchased or Contract Services					\$ 34,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Clinical Assessments

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Various	Private	Clinical assessments to include but not limited to: competency, psychological & psychiatric, restoration, and possible testimony regarding assessments.	15	\$ 500.00	\$ 7,500.00
Various	Private	restoration & attainment services	5	\$ 500.00	\$ 2,500.00
Total Purchased or Contract Services					\$ 10,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Drug Testing

Agency Name/Individual <small>(List all Providers by Name)</small>	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Instant Drug Screens</u>	<u>2,100</u>	<u>\$ 4.28</u>	<u>\$ 8,988.00</u>
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Laboratory Testing of drug screens</u>	<u>94</u>	<u>\$ 12.50</u>	<u>\$ 1,175.00</u>
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Oral drug screen swabs</u>	<u>50</u>	<u>\$ 5.00</u>	<u>\$ 250.00</u>
Total Purchased or Contract Services					\$ 10,413.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

<u>Agency Name/Individual</u> <u>(List all Providers by Name)</u>	<u>Public/</u> <u>Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit</u> <u>Costs</u>	<u>Total</u>
<u>Undetermined</u>	<u>Private</u>	<u>Summer School teacher</u>	<u>30</u>	<u>\$ 75.00</u>	<u>\$ 2,250.00</u>
<u>Elizabeth's New Life Center</u>	<u>Private</u>	<u>Go for the Gold</u> <u>(Curriculum for youth in JDC)</u>	<u>2</u>	<u>\$ 640.00</u>	<u>\$ 1,280.00</u>
Total Purchased or Contract Services					\$ 3,530.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Programming	1	\$ 6,220.00	\$ 6,220.00	Materials needed to provide year round education, life skills curriculum, corrective thinking materials, cooking supplies, reward items, etc., to youth in the juvenile detention center. (Truthought corrective thinking material) (Princeton Health Press.Botvin Life Skills)
Total Maintenance Costs			\$ 6,220.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Parent Success

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Warren Co. ESC	Public	Home based parenting education	1	\$ 25,000.00	\$ 25,000.00
Total Purchased or Contract Services					\$ 25,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: GPS Monitoring

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Community Corrections</u>	<u>Public</u>	<u>GPS units and daily monitoring</u>	<u>1,667</u>	<u>\$ 6.00</u>	<u>\$ 10,002.00</u>
Total Purchased or Contract Services					\$ 10,002.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: YES program

Agency Name/Individual <small>(List all Providers by Name)</small>	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
<u>National Association For</u>	<u>Private</u>	<u>Theft education course material</u>	<u>25</u>	\$ <u>45.00</u>	\$ <u>1,125.00</u>
<u>Shoplifting Prevention</u>					
Total Purchased or Contract Services					\$ 1,125.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Ethan Green	Program Coordinator	Existing	1040	18	\$ 18,720.00
Ethan Green	Program Coordinator	Existing	1040	18.54	\$ 19,281.60
Ashley Young	Case Manager	Existing	1040	16	\$ 16,640.00
Ashley Young	Case Manager	Existing	1040	16.48	\$ 17,139.20
Shayna Acuff	Case Manager	Existing	1040	16	\$ 16,640.00
Shayna Acuff	Case Manager	Existing	1040	16.48	\$ 17,139.20
TOTAL STAFF POSITIONS					\$ 105,560.00

Fringe Benefits

Type	<u>OPERS</u>	\$ 14,778.40	
Type	<u>Medicare</u>	\$ 1,538.16	
Type	<u>Health Insurance</u>	\$ 29,038.68	
Type	<u>Workers Comp</u>	\$ 2,121.60	
Type			
TOTAL FRINGE BENEFITS			\$ 47,476.84
TOTAL STAFF and FRINGE BENEFITS			\$ 153,036.84

Budget Narrative - Describe the services that the positions will provide.
Casemanagers will provide daily transportation to participants. They will facilitate daily programming groups and will provide daily feedback and direction to youth in regards to their behaviors. The will prepare written documentation of the youth and their participation.

Program Maintenance Costs Budget Form

COUNTY: Warren FUNDING CATEGORY: Subsidy Grant
 Activity Purpose: Behavioral Change LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
<u>Incentives</u>	<u>1</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>	<u>Reward for group/goal completion</u>
<u>Group Materials</u>	<u>1</u>	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>	<u>Cooking group, crafts, games, school supplies</u>
<u>Rewards/Incentives for youth</u>	<u>1</u>	<u>\$ 200.00</u>	<u>\$ 200.00</u>	<u>Rewards/Incentives to be given to Youth in program</u>
Total Maintenance Costs			\$ 2,700.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Equipment Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Laptop	1	\$ 1,000.00	\$ 1,000.00	Group curriculum, case management during program
Total Equipment Costs			\$ 1,000.00	

Note: Equipment is defined as items that cost \$500.00 or more and have a useful life of more than one year.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Emergency Foster Care

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Focus on Youth	Private	Emergency Foster Care	90	\$ 110.25	\$ 9,922.50
Total Purchased or Contract Services					\$ 9,922.50

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: JDAI

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Intensive Home Based Services

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Butler Behavioral Health	Private	Family Centered Treatment to youth & families.		\$ 45,000.00	\$45,000.00
Total Purchased or Contract Services					\$ 45,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Travel/training costs	1	\$ 3,593.85	\$ 3,593.85	Travel & training costs related to JDAI
Total Maintenance Costs			\$ 3,593.85	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: Probation Transformation Training

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
TBD		Evidence based training	1	\$ 863.45	\$ 863.45
Total Purchased or Contract Services					\$ 863.45

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Resolution

Number 20-0695

Adopted Date May 19, 2020

AUTHORIZE PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM

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

WHEREAS, Warren County Board of Commissioners authorized the purchase of one replacement vehicle for Warren County Transit Service; and

NOW THEREFORE BE IT RESOLVED:

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

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

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

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

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA
Transit (file)

ODOT (certified copy)
OMB

Resolution

Number 20-0696

Adopted Date May 19, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF WARREN COUNTY TELECOM

BE IT RESOLVED, to approve and authorize the County Administrator to sign a Subgrant Award Agreement, on behalf of Warren County Telecom, for the Ohio 9-1-1 Local Sub-Grant, Number 20-83-02, as attached hereto and made a part hereof, being funded through the National Telecommunications and Information Administration of the United States Department of Commerce (NTIA) and the National Highway Traffic Safety Administration of the United States Department of Transportation, with the Ohio Department of Commerce; and

BE IT FURTHER RESOLVED, in the event funding is not available, the Warren County Board of Commissioners has no further obligation to fund this project.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: c/a-
OGA
Telecom (file)
Auditor's Office-Brenda Quillen

OHIO 9-1-1 LOCAL SUBGRANT PROGRAM

SUBGRANT AGREEMENT

BETWEEN

THE OHIO DEPARTMENT OF COMMERCE,

AND

Warren County Telecom

THIS AGREEMENT ("Agreement") is made and entered into effective this 6 day of May, 2020 by and between the Ohio Department of Commerce, Office of the Director ("Department"), located at 77 South High Street, 23rd Floor, Columbus, Ohio 43215-6123 and the following subrecipient ("Subrecipient"):

Warren County Telecom:

500 Justice Dr Lebanon, Ohio 45036:

Subrecipient's unique entity identifier: 20-83-02

Federal Award Identification Number (FAIN): 69N3761930000911OH0

Federal Award Date: August 9, 2019

This Subgrant Agreement is made in accordance with an award to the Department by the federal 9-1-1 Grant Program established by the National Telecommunications and Information Administration of the United States Department of Commerce (NTIA) and the National Highway Traffic Safety Administration (NHTSA) of the United States Department of Transportation, as authorized by the "Ensuring Needed Help Arrives Near Callers Employing 911 Act of 2004" (ENHANCE 911 Act), 118 Stat. 3986, 47 U.S.C.A. 942, as amended by the "NextGeneration 911 Advancement Act of 2012" (NG911 Advancement Act) (Middle Class Tax Relief And Job Creation Act Of 2012), 126 Stat. 156, 47 U.S.C.A. 942, and implemented in 47 CFR 400.

For the purposes of this Agreement, the grant program established in 47 U.S.C.A. 942 as administered by the Department as a pass-through entity, shall be known as the Ohio 9-1-1 Local Subgrant;

In accordance with the administration of the Ohio 9-1-1 Local Subgrant Program, the Department awards NG911 Subgrants ("Subgrants") to the qualifying Subrecipients. This Agreement sets forth the terms and conditions for the provision and disbursement thereof.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Agreement, the sufficiency and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

I. THE GRANT

1.1 Federal Funding Opportunity Title: 911 Grant Program

Federal Funding Opportunity Number: NHTSA-NTIA-91 I-GRANT-PROGRAM;-2018 CFDA Number: 20.615-E-911 Grant Program

- 1.2 This NG911 Grant Program provides grant funding for the implementation of 911 services, E-911 service, migration to an IP-enabled emergency network and adoption and operation of NG911 services and applications, the implementation of IP-enabled enabled emergency services and applications enabled by Next Generation 911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations and training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 011 services.

II. RESPONSIBILITIES OF THE DEPARTMENT

- 2.1 Provide funding to Subrecipient in accordance with this Subgrant Agreement and Federal, state and local laws;
- 2.2 Monitor Subrecipient to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions;
- 2.3 Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement;
- 2.4 Provide technical assistance as requested to assist Subrecipient in fulfilling its obligations under this agreement;
- 2.5 Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

III. RESPONSIBILITIES OF THE SUBRECIPIENT

- 3.1 Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award;
- 3.2 Submit Performance Progress Reports ("PPRs") as required and/or necessary in accordance with Article VI of this Agreement.
- 3.3 Promptly reimburse Department for any funds Department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty;
- 3.4 Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Department, the State of Ohio, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved;

- 3.5 Make records available to Department, Department of Administrative Services (DAS), the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation in accordance with Article XI of this Agreement.

IV. PERIOD OF PERFORMANCE- START AND END DATE OF THE SUBGRANT

- 4.1 This Subgrant Agreement will be in effect from the date of the final signature to this Agreement through March 31, 2021 ("End Date"), unless this Subgrant Agreement is suspended or terminated prior to the above End Date.
- 4.2 It is expressly understood by both Department and Subrecipient that the validity and enforceability of this Subgrant Agreement is contingent on the availability of 1) lawful appropriation of funds by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for any payments due under the Agreement, the Agreement will terminate as of the date that the funding expires without further obligation of Department or 2) the federal 9-1-1 Grant is, for any reason, unavailable.
- 4.3 Subrecipient shall complete the project no later than December 31, 2021, ("Final Project Completion Date.") If Subrecipient fails to complete the project by this deadline, the Subrecipient shall submit to Department a PPR, as further described in Article VI of this Agreement, outlining project status and explaining the delay. Subrecipient acknowledges that failure to complete the project timely may result in the Department rescinding the Subgrant Funding award.

V. GRANT PROCESS AND AMOUNT OF SUBGRANT

- 5.1 Subrecipient's Ohio Local 9-1-1 Subgrant application and information provided thereto ("the Application") is hereby incorporated as "Attachment A."
- 5.2 Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) ("Project") is contained in Attachment A.
- 5.3 Subrecipients shall provide no less than forty percent (40%) non-Federal matching funds (cash-match) toward the total eligible estimated Project cost. Subrecipient hereby certifies that the Subrecipient's matching funds are not federal funds or in-kind contributions. Matching requirements applicable to the federal program must be clearly identified and used in accordance with all applicable federal, state and local laws.
- 5.4 Subrecipient's spending plan, as modified if necessary, is as follows:

Hardware (HW) \$55,578.14
Software (SW) \$64,832.80
Training (TR) \$2,660.00
Operation Costs (OP)
Consulting Costs (CS) \$16,130.00
Hosting Costs (HT)

Approved Estimated Costs \$139,200.94

- 5.5 For purposes of this Agreement, "Approved Estimated Costs" is the total amount of the Subrecipient's estimated costs as indicated in Attachment A and, if applicable, as modified by the Department in the application process and summarized further in Section 5.4 of this Agreement.

The amount of Federal Funds obligated to the Subrecipient:

Based on the Approved Estimated Costs, the Subgrant shall not exceed [eighty-three thousand five hundred twenty and 56/100] dollars (\$83,520.56).

- 5.6 After the completion of the Project and Subrecipient submits required expenditure and progress documentation as further described in Section VI. of this Agreement, the Department shall request funds from the federal 9-1-1 Grant Program. After federal approval of the request and federal funding is received by the Department, Subgrant funding not to exceed sixty (60%) of the eligible total final cost of the Project, shall be made to the Subrecipient on a cost-reimbursement basis. ("Approved Final Costs"). Approved Final Costs shall not exceed the Approved Estimated Costs except as follows:
- A. If the final total cost of the Project exceeds the Approved Estimated Costs, the Subrecipient may amend its application (Attachment A) in a manner prescribed by the Department requesting an additional amount. Thereafter, Department may, in its discretion, award additional Subgrant funding to the Subrecipient subject to availability of funding, approval of the federal 9-1-1 Administration, and the terms and conditions set forth in this Agreement.
 - B. The Department, in its discretion, modifies Subgrant award limits or eligibility or program restrictions.
- 5.7 Subgrant awards shall not be made to Subrecipient on a periodic or "draw" basis.
- 5.8 Any Subgrants awarded and provided to Subrecipient by Department in accordance with this Agreement that are not spent in the performance of this Agreement for any reason shall be returned to the Department the sooner of ninety (90) calendar days of the disbursement date or by March 1, 2022.
- 5.9 In addition to Department approval, Subrecipient acknowledges that for a Subrecipient's Final Project Cost to be reimbursed, such cost must be approved by the Federal 9-1-1 Grant Administration. A listing of eligible and ineligible cost expenditures is hereby attached ("ATTACHMENT B.")
- 5.10 If an Approved Final Cost is less than the Approved Estimated Cost for an expenditure, the Subrecipient acknowledges that it may receive reimbursement for the lower cost amount. Subrecipient shall not substitute or re-allocate the cost amount to a different or additional expenditure unless Subrecipient receives all written approvals prior to.
- 5.11 Subrecipient understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, the Department, and funding sources external to the State of Ohio, such as federal funds. If, at any time, the Department determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Department may reduce, suspend,

or terminate any cash, reimbursements, other payments, or allocations of funds provided by Department to Subrecipient, or other form of financial assistance as the Department determines appropriate. If the Ohio General Assembly, Department, and/or funding sources external to the State of Ohio, such as federal funds, fails at any time to continue funding Department for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Department.

- 5.12 As a Subrecipient of federal funds, Subrecipient hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to applicable federal, state and local laws, including, but not limited to:
- A. 2 CFR part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including applicable cost principles referenced in subpart E, govern the implementation and management of grants.
 - B. Reporting requirements as set forth by the Department including but not limited to -- performance and/or financial reports. *47 C.F.R. 400.9*

VI. REPORTING

- 6.1 Subrecipient shall complete and submit an Ohio Local 9-1-1 Subgrant Program Performance Progress report ("PPR"), (Example Attached as "Attachment C"), no later than the dates listed below. If Subrecipient completes project prior to a listed date, the Subrecipient shall follow instructions on the PPR and submit in accordance with Section 2.3 of this Agreement.
- A. June 30, 2020;
 - B. November 30, 2020;
 - C. June 30, 2021
 - D. September 30, 2021
 - E. December 15, 2021.
- 6.2 Subrecipient shall submit to the Department the following within sixteen (16) calendar days of the date of the project completion:
- A. Program Progress Report;
 - B. Copies of paid invoices indicating that such invoices were paid in full (100%) by the Subrecipient; Such invoices shall be itemized in a manner matching the spending plan.
 - i. Invoices shall be a true representation of the account status, method of payment, and name of payor.
 - C. Detailed inventory including the location of equipment or hardware purchased, if any;
 - i. Attachment D
 - D. If applicable, Subrecipients that used grant funds to procure training must submit Completion of Training Certificate copies for any public safety personnel having attended.
 - E. Any other information as requested by the Department.
- 6.3 All projects shall be completed by December 31, 2021, the "Final Completion Date".

VII. CLOSEOUT

- 7.1 The right to incur costs under this Agreement shall expire as of the end of the period of performance, December 31, 2021, the Final Completion Date. Subrecipients shall not incur costs for reimbursement past this Final Project Completion Date unless otherwise permitted in writing by the Department.
- 7.2 All obligations incurred under the award must be liquidated no later than ninety (90) days after the Final Completion Date.
- 7.3 All checks issued in accordance with this Agreement shall be properly deposited within fourteen (14) calendar days unless instructed by the Department otherwise.
- 7.4 Disposition of unexpended balances. Any funds that remain unexpended after closeout shall cease to be available to the recipient and shall be returned to the Department by March 1, 2022.

VIII. ADDITIONAL TERMS AND CONDITIONS

- 8.1 So that the Department may issue the Subgrant monies to the Subrecipient, the Parties do hereby covenant and agree as follows:
 - A. Subrecipient made no material false statement or misstatement of fact in connection with its receipt of the Subgrant or the grant application (Attachment A) and all documentation and information provided to the Department is true and accurate;
 - B. Subrecipient signatory has the legal authority to enter into, execute, and deliver this Agreement and it has taken all actions necessary to its execution and delivery of such Agreement;
 - C. Subrecipient has the legal authority to use the Subgrant for the purpose(s) described in Attachment A and this Agreement;
 - D. Subrecipient shall secure necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be implemented and/or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted timeline;
 - E. Subrecipient shall assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All monies provided to the Subrecipient shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect deposits from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect deposits against loss. If the Subrecipient is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chapter 135.
 - F. The Subrecipient is not in violation of any laws of the State of Ohio, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the facility or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any a court or any governmental authority which would impair its ability to enter into this Agreement or any documents referred to herein, or to perform any of the acts required of it in such documents;
 - G. The contemplated use of the project is in compliance with the County's final 9-1-1 Plan;
 - H. The State of Ohio, including, but not limited to the Department, and/or the Department of Administrative Services may use Subrecipient's name and any information relating to this Subgrant in public relations and/or communications. Further, Subrecipient understands that

information and data received by Department may be subject to Ohio's Public Records Act and/or confidentiality laws.

- I. The parties understand that performance by either party may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God, war, riot, sovereign conduct, act of terrorism, insurrection, civil unrest, strike, natural disaster, pandemic, or conduct of third parties. If that should occur, the party will be excused from performance for as long as it is reasonably necessary to complete performance.
- J. This document constitutes the entire agreement between Department and Subrecipient with respect to all matters herein. Except as provided in Section K, below, only a document signed by both parties may amend this Subgrant Agreement. Both Department and Subrecipient agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.
- K. Department may elect to provide information concerning this Subgrant Agreement in an addendum hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any receipt of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Department may modify any addendum by mailing a modified version to Subrecipient. Any receipt of monies thereafter will constitute acceptance of the terms and conditions contained in the modified addendum.

IX. CERTIFICATION

9.1 Subrecipient certifies that Subrecipient, during the time period 180 days immediately preceding the date of the initial Subgrant application, has not diverted any portion of designated 911 charges imposed by the State for any purpose other than the purposes for which such charges are designated or presented. Further, continuing through the time period during which grant funds are available, Subrecipient shall not divert designated 9-1-1 charges for any purpose other than the purposes for which such charges are designated or presented.

9.2 The grant recipient further covenants with, and represents and warrants to the Department as follows:

Subrecipient affirms that no federal funds paid to Subrecipient by the Department through this Agreement or any other agreement have been or will be used to lobby an officer or employee of Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Subrecipient further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 (\$100,000.00), Subrecipient affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

9.3 Subrecipient certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

X. NOTICES AND DISCLOSURE

10.1 All notices, submissions, contact information for the Department shall be provided to the following designated position:

Ohio 9-1-1 Subgrant Program
Grants Administrator
6606 Tussing Rd.
Reynoldsburg, Ohio 43068

10.2 This Subgrant award is not for research and development purposes as defined in 2 C.F.R. 200.87

XI. RECORDS

- 11.1 Subrecipient must maintain documentation conforming to all requirements prescribed by Department or by federal, state and local laws. Subrecipient must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- 11.2 Financial records, supporting documents, statistical records, and all Subrecipient records pertinent to the Subgrant must be retained for a period of three years from the date of submission of the final expenditure report to the Department. The only exceptions are the following:
- A. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - B. When the Subrecipient is notified in writing by the Department, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - C. Records for equipment acquired with Federal funds must be retained for 3 years after final disposition.
- 11.3 Subrecipient hereby permits the Department or any other authorized State agency and any authorized federal agency access to the Subrecipient's records relevant to the Subrecipient's receipt and use of the Subgrant.

XII. AUDITS

- 12.1 The Department, Auditor of State and other appropriate agencies shall have the right to audit the use of Grant funds by the grant recipient at any time and for any purpose. The grant recipient shall cooperate with such audits and provide full access to all records in its possession related to this Grant.
- 12.2 Subrecipient acknowledges and hereby agrees that at any time during the performance of this Agreement for any cause, Department and/or DAS may initiate an audit and/or inspection of the Project. In addition, after the documentation listed in Section 6.2 is submitted to Department, the Department of Administrative Services (DAS) may schedule a site visit to inspect the completed project, if warranted, based on the type of goods and services procured by the Subrecipient. If training is procured, DAS may perform an audit. If the inspection and/or audit is satisfactory to DAS, DAS shall certify the completed project as such.

XIII. DEFAULT

- 13.1 The following events shall, unless waived in writing by the Department, constitute an event of Default ("Default") under this Agreement:
- A. If any representation, covenant, or warranty made by the grant recipient in this Agreement, or in any other document furnished pursuant to this Agreement, or in order to induce the Department to disburse any of the Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time of such presentation, covenant, or warranty was made;
 - A. If the grant recipient fails to comply with any provision, term, condition, covenant, or warranty contained in this Agreement or in any other document referred to herein;
 - B. If the grant recipient fails to complete the Project by December 31, 2021 of the date of this Grant.
- 13.2 If the Department becomes aware of a Default, it shall provide written notice of the Default to the grant subrecipient and provide the grant subrecipient a minimum period of 30 days to cure the Default. This period to cure may be extended at the discretion of the Department. If the Default is not cured to the satisfaction of the Department, the Department may enforce any or all of the following remedies:
- A. The Department may refrain from disbursing the Grant; provided, however, the Department may make such disbursements after the occurrence of a Default without thereby waiving its rights and remedies hereunder;
 - A. If the Default involves a failure to comply with any of the provisions contained herein, then the Department may demand, in accordance with applicable law, that the full Grant or, as appropriate, the outstanding balance of the of the unexpended portions of the Grant be returned to it, and upon such demand the grant recipient shall return such amount to the Department. If, after the return of the funds, the Default is cured, the Department may reissue the Grant under the conditions expressed in this Agreement;
 - B. The Department may take any additional actions as allowed by law to obtain compliance with the terms of this Agreement and/or obtain a return of the Grant to the Department.
- 13.3 The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies the Department would otherwise possess.

XIV. TERMINATION

- 14.1 This Subgrant Agreement may be terminated in accordance with any of the following:
- A. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Department's Director or Designee and an authorized officer or employee of Subrecipient; An Agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties;
 - B. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the

later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party;

- C. Department may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by any federal agency, or illegal conduct by Subrecipient affecting the operation of the Subgrant Agreement.
- D. Notwithstanding the provisions of ARTICLE XIV, Section A, Department may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subrecipient, if Department loses funding or discovers any illegal conduct on the part of Subrecipient.
- E. If Subrecipient or any of its Subrecipient(s) materially fails to comply with any term of an award, a federal, state and local laws, a notice of award, this Subgrant Agreement, or any other applicable rule, Department may take any or all the following actions it deems appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or its Subrecipient(s) or more other action;
 - ii. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - iii. Wholly or partly suspend or terminate the award for the Subrecipient or its Subrecipient(s)' Subgrant activity;
 - iv. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement;

14.2 Subrecipient, upon receipt of a notice of suspension or termination, shall do all the following:

- A. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - B. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 - C. Prepare and furnish a report to Department, as of the date Subrecipient received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 - D. Perform any other tasks that Department requires.
- Upon breach or default by Subrecipient of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Department will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Department of any occurrence of breach or default is not a waiver of subsequent occurrences. If Department or Subrecipient fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

V. ENTIRE AGREEMENT/WAIVER

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing

by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

VI. SUCCESSORS AND ASSIGNS

Subrecipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Department. Any assignment or delegation not consented to may be deemed void by the Department.

VII. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

VIII. CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder. This Agreement is not binding upon Department unless executed in full.

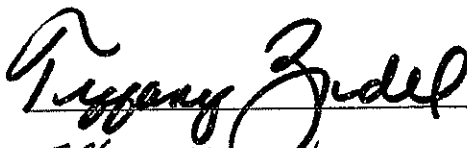
IN WITNESS WHEREOF the Parties execute this Agreement:

STATE OF OHIO

Warren County Telecom:

DEPARTMENT OF COMMERCE

By: _____
Sheryl Maxfield, Director

By: 

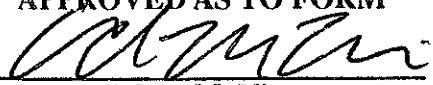
Tiffany Zindel
Printed Name

County Administrator
Title

Date: _____

Date: 5/19/2020

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

APPROVED:

By: _____

ATTACHMENT B

The following are eligible NG9-1-1 Grant Program Subrecipient expenditures (“Cost Categories”):

1. Personnel costs directly associated with carrying out programmatic activities and operation of NG9-1-1 services, including salaries and fringe benefits for such staff. (Costs associated with staff positions of an administrative nature such as grant administrators, financial analysts, and attorneys are not eligible under this Subgrant program.) Costs related to the operation of the NG9-1-1 system, including personnel costs, are only allowable to operate a dual system until such time as the legacy 9-1-1 system is shut down.
2. Contractual costs associated with carrying out programmatic activities of the 911 grant, including for the provision of NG911 services or for consulting services regarding implementation. Subrecipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Subgrant Program.
3. Costs to purchase hardware, software, and hosted services for implementation only (no monthly hosting fees except as provided in Category #5), associated with enabling NG911 calls to be received, processed and dispatched.
 - a. Subrecipients must specify that the purchase of hardware, software, and/or services comply with current NG911 standards, as listed in the Department of Homeland Security’s SAFECOM guidance. Each individual product, however, need not meet every listed standard.
4. Training costs directly related to NG911 implementation for public safety personnel. The “Recommended Minimum Training Guidelines for Telecommunicators” must serve as a base level for training provided.
 - a. Subrecipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.
5. Costs to operate the NG911 systems as a dual system to the current legacy 911 system, until such time as the legacy E-911 or 911 system is shut down and the system is fully operational using only NG911 technology.

NG911 Subgrant Program Sub-recipient prohibited expenditure include, but are not limited to:

1. Costs to operate legacy E911 or 911 systems;
2. Costs to operate the NG911 system after it is fully operational (e.g. the legacy system is no longer operating);
3. Activities related to construction or renovation, including the laying of fiber optic cable;
4. Independent verification and validation (IV & V) testing for product, service, and system purchases;
5. Costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, and Audit Requirements for Federal Awards;
6. Sub-recipient administrative costs, including consulting costs for the assessment of *current* 911 systems or an assessment of NG911 system requirements without the actual implementation of the NG911 system;
7. Extended warranties and maintenance/service contracts.
8. Administrative costs.

Resolution

Number 20-0697

Adopted Date May 19, 2020

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2019 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 19001669

WHEREAS, this Board on January 07, 2020 entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of Sod Farm Well Field Pump 4 it was discovered that various parts of the column pipe, pump, and motor need replaced required due to age, long run time and deterioration of pump; and

WHEREAS, upon inspection of Sod Farm Well Field Well 4 after cleaning, a large crack at the screen-casing interface was discovered. The crack has caused the screen to separate from the casing and is allowing gravel pack in to fill the screen. A new screen with a k-packer is necessary to fix the problem; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, an extension of time is necessary in order to accommodate said changes; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change;

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 2 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 19001669 by \$29,338.00 and creating a new Contract and Purchase Order price in the amount of \$376,139.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No.2 of the Contract with Moody's of Dayton, Inc. for the construction of the 2019 Well Redevelopment Project.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)

c/a—Moody's of Dayton
Project File



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: April 15, 2020

Change Order Number 2

Project Name: 2019 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Sod Farm Wellfield Well No. 4 Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> • Replace 11/16" stainless steel shafting • Replace spider pop-ins • Replace shaft couplings • Replace column couplings • Replace wear rings • Replace motor bearings 	\$11,476.00	
2	Sod Farm Wellfield Well No. 4 Column Pipe Painting Non Preform the painting of the column pipe due to epoxy on pipe being in good condition.		\$560.00
3	Sod Farm Wellfield Well No. 4 Provide all necessary labor, materials, and equipment to install a new 14"x55' stainless steel screen with k-packer.	\$18,422.00	
Sums of the ADDITIONS & DELETIONS		\$29,898.00	\$560.00
TOTALS FOR THIS CHANGE ORDER		\$29,338.0	

Attachments:


- Attachment 1 – PWS 4 Pump Rebuild
- Attachment 2 – PWS 4 Liner Option #2

Original contract price \$318,827.00 .
 Current contract price adjusted by previous change orders \$346,801.00.
 The Contract price due to this change order will be increased/decreased.
 The New contract price including this change order will be \$376,139.00

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED


 Contractor's Signature

5/13/2020
 Date

Recommended By:

 Warren Sanitary Engineer

5/14/2020
 Date


 Warren County Commissioner Administrator

5-19-2020
 Date

 Warren County Commissioner Date

 Warren County Commissioner Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2019 Well Redevelopment

CHANGE ORDER NO. 2

ATTACHMENT 1 – PWS 4 Pump Rebuild

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522

March 19, 2020

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036
Subject: PWS-4 Pump Rebuild

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the column pipe, shafting, and bowl assembly for PWS-4. The column pipe for PWS-4 is in good condition and does not need to be replaced, but the couplings do need replaced. The epoxy on the pipe is also in good condition and does not need redone. Moody's recommends reusing the pipe and replacing the couplings with the money allotted for re-epoxying. The shafting is made of carbon steel and is extremely pitted, and there are two different sizes of shaft. Moody's recommends replacing it with new stainless steel shafting that is one consistent diameter. After teardown and inspection, Moody's found that the pump showed some signs of wear and was completely plugged with iron. The bowl assembly can be rebuilt but needs new wear rings to bring the bowl to original specifications. The motor also needs new bearings. The following is the cost to repair the column pipe, rebuild the pump, and rebuild the motor:

LABOR

24.5 Hrs Shop labor- pressure wash, machine new bowl bearings,
replace bearing inserts, machine wear rings @ \$90/hr..... \$ 2,205.00

MATERIALS

1 Ls	New 1 11/16" stainless steel shafting.....	\$ 2,982.00
1 Ls	New spider pop-ins.....	\$ 240.00
1 Ls	New shaft couplings.....	\$ 390.00
1 Ls	Epoxy coat column pipe @ \$9.34/ft	\$ -560.00
1 Ls	New column couplings @ \$80.....	\$ 560.00
1 Ls	New wear rings.....	\$ 2,550.00
1 Ls	New motor bearings.....	\$ 2,550.00
TOTAL COST		\$10,916.00

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

**2019 Well Redevelopment Project - Alternate Bid Items
Warren County Water & Sewer Department**

Item	Description	Cost			
		PWE-1	PWE-9	PWS-4	PWS-5
1	Replace pump and motor	\$ 11,563.00	\$ 12,981.00	\$ 16,174.00	\$ 16,174.00
2	Replace pump and reuse the existing motor	\$ 5,518.00	\$ 6,095.00	\$ 7,411.00	\$ 7,377.00
3	Replace the motor and reuse the existing pump	\$ 6,556.00	\$ 7,443.00	\$ 9,308.00	\$ 9,308.00
4	Replace all sections of column pipe	\$ 1,935.00	\$ 2,585.00	\$ 3,589.00	\$ 4,267.00
5	Replace line shafts from motor to pump including couplings, and bearings.	\$ 2,148.00	\$ 2,445.00	\$ 2,982.00	\$ 4,381.00
6	Replace all wear rings (impeller and bowl)	\$ 2,720.00	\$ 2,380.00	\$ 2,550.00	\$ 2,550.00
7	Replace all impellers & collets	\$ 3,060.00	\$ 2,890.00	\$ 3,570.00	\$ 3,570.00
8	Replace pump shaft	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
9	Replace all pump bearings (shaft, sleeve, bowl, suction base)	\$ 2,270.00	\$ 1,957.00	\$ 2,190.00	\$ 2,190.00
10	Replace motor bearings	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2019 Well Redevelopment

CHANGE ORDER NO. 2

ATTACHMENT 2 – PWS 4 LINER OPTION 2

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

April 14, 2020

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036
Subject: PWS-4 Liner Option #2

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the rehabilitation and post rehab video inspection of PWS-4. During the video inspection, Moody's discovered a large crack at the screen-casing interface. It appears that the screen has separated from the casing completely and is letting gravel pack in to fill the screen. There has been 2 feet of fill enter the screen since Moody's jetted the screen clear after rehabilitation. Due to the nature of the crack, Moody's believes that a prudent option would be a screen liner including a new 14" screen with a k-packer. The following is the cost to install a new 14" screen liner:

LABOR

20 Hrs Install liner @ \$240/hr..... \$ 4,800.00

MATERIALS

1 Ls New 14" x 55' stainless steel screen with k-packer..... \$13,122.00

1 Ls Miscellaneous materials (welding rod, etc)..... \$ 500.00

TOTAL COST **\$18,422.00**

Moody's can have all materials in hand and be ready to proceed approximately four weeks after approval. **The contract time will need to be increased by 4 weeks as Moody's cannot continue work on PWS-4 until the liner is installed.**

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

Resolution

Number 20-0698

Adopted Date May 19, 2020

APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH SEYFERTH BUILDING CO. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT, PURCHASE ORDER NO. 19001035

WHEREAS, this Board on July 30, 2019 entered into a Contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project; and

WHEREAS, at the recommendation of the Project Engineer, changes have been made to the contract including the addition of a compressed air line to the shop area, removal of an existing light pole and base, and changes to the type of breakers to meet code; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Seyferth Building Company to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 4 to the Contract with Seyferth Building Co. increase Purchase Order No. 19001035 by \$7,218.00 and creating a new Contract and Purchase Order price in the amount of \$3,063,086.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No. 4 of the Contract with Seyferth Building Co. for the construction of the Lower Little Miami WWTP Sewer Maintenance Building Project.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
Project File
C/A—Seyferth Building Co.



Warren County
Water & Sewer Dept.

CHANGE ORDER

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

DATE: April 15, 2020

Change Order Number 4
Project Name: Lower Little Miami WWTP Sewer Maintenance Building

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Add Compressed Air Line to Shop Area	\$2,166.00	
2	Remove Existing Light Pole	\$4,677.00	
3	Change Two 20A Breakers for Drinking Fountains to Meet Code	\$375.00	

Sums of the ADDITIONS & DELETIONS \$7,218.00 \$0

TOTALS FOR THIS CHANGE ORDER \$7,218.00

Attachments:

- Attachment 1 – Additional Compressed Air Line
- Attachment 2 – Remove Light Pole and Base
- Attachment 3 – Drinking Fountain Breakers

Original contract price \$3,024,300.00 .
Current contract price adjusted by previous change orders \$3,055,868.00.
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$3,063,086.00

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Daphne Walter
Contractor's Signature

4/16/20
Date

Recommended By:

[Signature]
Warren Sanitary Engineer

5/18/2020
Date

[Signature] 5-19-2020
Warren County Administrator Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 4

ATTACHMENT 1 – ADDITIONAL COMPRESSED AIR LINE



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

March 27, 2020

Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Additional Compressed Air Line
Reference to RFI #26
Job 290

Proposal #8

Dear Kathryn,

In regards to the above referenced project and reference to RFI #26, we submit the sum of \$2,166.00 for the plumber to run an additional air line to the shop and install an additional reel.

This is based on the piping being surface mounted and no general construction work being needed.

This is also based on using a Reelcraft 7670 reel.

We trust the above meets with your needs.

Sincerely,

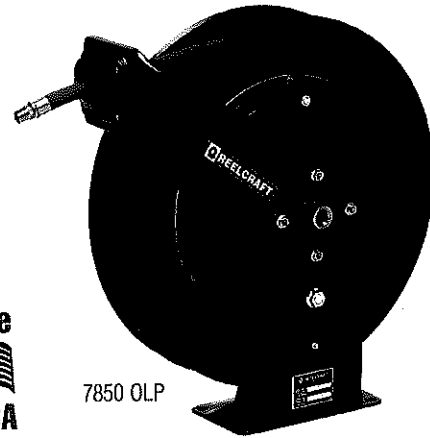
Daphne Walter
Controller

Where integrity is always at the foundation...

Heavy Duty Spring Retractable Hose Reels

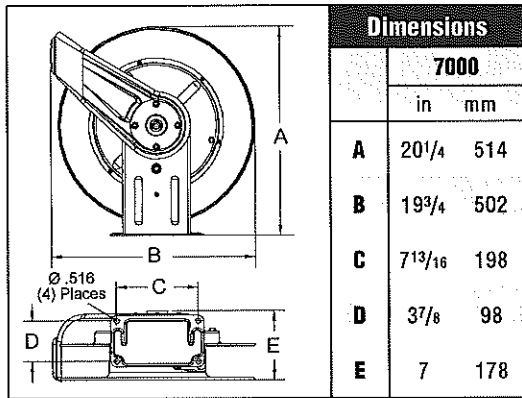
Air/Water/Oil/Grease - 1/4", 3/8", 1/2", 3/4" I.D.

Series 7000 is very robust and ideal for the most demanding applications. The reel's base and guide arm are formed from high-grade steel and engineered with structural forms and gussets to yield the greatest amount of strength. The standard low pressure hose is for air or water service only. The basic reel without hose can be used for air, water or oil. Consult Reelcraft for other products and hoses. Guide arm adjusts to 7 positions.



Made
in USA

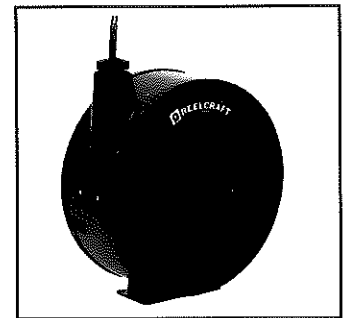
7850 OLP



For all metric thread connections over 1/2" add the suffix number 70 to indicate BSPT threads - example 7900 OLP70.

Applications

- Industrial
- Automotive service centers
- Transmission shops
- Fleet maintenance facilities
- Pneumatic tools
- Aircraft maintenance
- Tire stores
- Agriculture
- Service trucks
- Wash down



Enclosed Reels

7650 ELP

See bottom of page 9 or visit www.reelcraft.com/catalog for enclosed reels.

Model with Hose	Shipping Weight		Hose I.D.		Hose O.D.		Hose Length		**Max Pressure		NPT(M) Hose Outlet	NPT(F) Reel Inlet	Model without hose & bumper	Shipping Weight		Pressure	
	lbs	kg	in	mm	in	mm	ft	m	psi	bar	in	in		lbs	kg	psi	bar
Low Pressure Air/Water Reels Maximum temperature 150 °F (65 °C) w/hose / 210 °F (99 °C) w/o hose *Maximum working pressure at 70 °F (20 °C)																	
7650 OLP	43	20	3/8	10	.600	15	50	15	300	21	1/4	1/2	7600 OLP	40	18	500	35
7670 OLP	47	21	3/8	10	.600	15	70	22	300	21	1/4	1/2	7607 OLP	40	18	500	35
7850 OLP	47	21	1/2	13	.750	19	50	15	300	21	3/8	1/2	7800 OLP	41	19	500	35
7850 OLP121	47	21	1/2	13	.750	19	50	15	300	21	1/2	1/2	7800 OLP	41	19	500	35
7850 OLP5W57	47	21	1/2	13	.750	19	50	15	300	21	3/4 NH	1/2	7800 OLP	41	19	500	35
GC7535 OLP*	55	25	5/8	16	.810	21	35	11	200	14	3/4 NH	3/4 NH	Not available without hose				
7925 OLP	47	21	3/4	19	1.075	27	25	8	250	17	3/4	3/4	7900 OLP	44	20	500	35
GC7925 OLP*	53	24	3/4	19	1.075	27	25	8	250	17	3/4 NH	3/4 NH	Not available without hose				
Medium Pressure Oil Reels Maximum temperature 210 °F (99 °C)																	
7650 OMP	55	25	3/8	10	.690	18	50	15	2600	179	3/8	1/2	7600 OMP	43	20	3000	207
7850 OMP	57	26	1/2	13	.820	21	50	15	3000	207	1/2	1/2	7800 OMP	43	20	3000	207
High Pressure Grease Reels Maximum temperature 210 °F (99 °C)																	
7450 OHP	55	25	1/4	6	.580	15	50	15	5000	345	1/4	1/2	7400 OHP	43	20	5000	345
7650 OHP	60	27	3/8	10	.730	19	50	15	4800	331	1/4	1/2	7600 OHP	46	21	5000	345

Low pressure reels furnished standard with PVC hose. Medium pressure reels furnished standard with S.A.E. 100R1-AT (3/8") or S.A.E. 100R17 (1/2") one wire braid hose. High pressure reels furnished standard with S.A.E. 100 R2T two wire braid hose. Consult manufacturer for hydraulic or other applications. Reference page 6 for guide arm positions. *Includes 3/4" x 10' Inlet hose and garden hose valve.

Models listed with an icon can ship same day upon request when the order is received by 1:00 PM Eastern Time for quantities of 10 or fewer.

- Indiana Warehouse
- California Warehouse
- Indiana & California Warehouses
- Canadian Warehouse



Interactive Reel Catalog

Visit www.reelcraft.com/catalog for complete product specifications, available parts and accessories.

Prop 65: ⚠ WARNING:
Cancer and Reproductive Harm
www.P65Warnings.ca.gov.



**SEYFERTH
BUILDING COMPANY**
6399 Morgan Road
Cleveland, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 26

Date: 3-06-2020

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Air Compressor Line for Shop

Request:

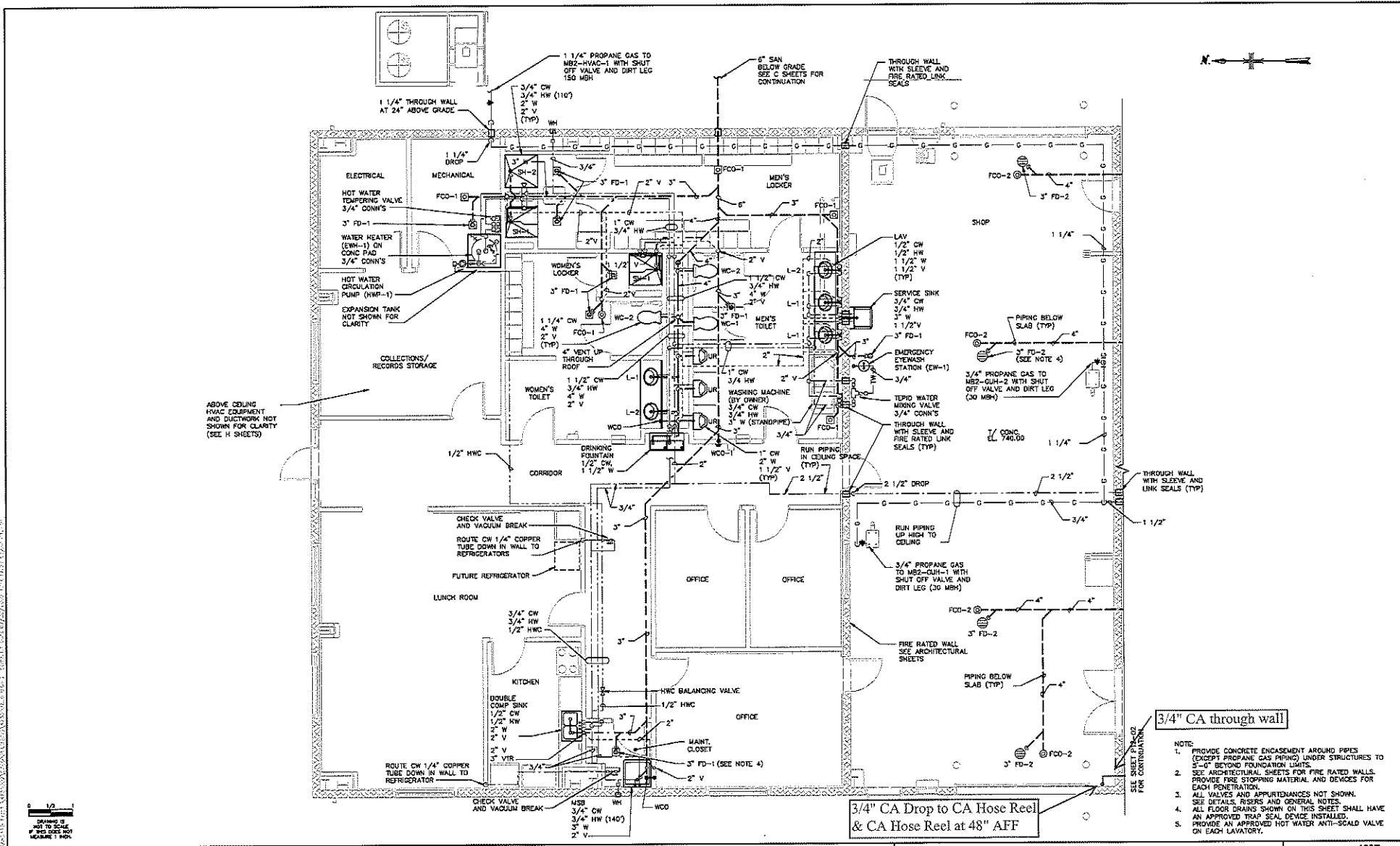
At the February meeting, Warren Co. expressed interest in having a compressed air line and reel added to the shop. We have not received any direction for this yet. If a compressed air line is to be added, please provide a sketch showing the route and location so that we can provide a quote for the additional work.

Response:

Continue the 3/4" Compressed Air Line through the wall and install at 3/4" drop and hose reel at 48" AFF in the South West Corner of the Shop. See the attached sketch for additional details.

Please provide a cost for the additional work.

-Kathryn Gilbert (3/10/2020)



0 1/2" = 1'
 DRAWING IS NOT TO SCALE IF NOT SHOWN OTHERWISE

3/4" CA through wall

3/4" CA Drop to CA Hose Reel & CA Hose Reel at 48" AFF

NOTE:
 1. PROVIDE CONCRETE ENCASEMENT AROUND PIPES (EXCEPT PROPANE GAS PIPING) UNDER STRUCTURES TO 5'-0" BEYOND FOUNDATION LIMITS.
 2. SEE ARCHITECTURAL SHEETS FOR FIRE RATED WALLS. PROVIDE FIRE STOPPING MATERIAL AND DEVICES FOR EACH PENETRATION.
 3. ALL VALVES AND APPURTENANCES NOT SHOWN. SEE DETAILS, RISERS AND GENERAL NOTES.
 4. ALL FLOOR DRAINS SHOWN ON THIS SHEET SHALL HAVE AN APPROVED TRAP SEAL DEVICE INSTALLED.
 5. PROVIDE AN APPROVED HOT WATER ANTI-SCALD VALVE ON EACH LAVATORY.

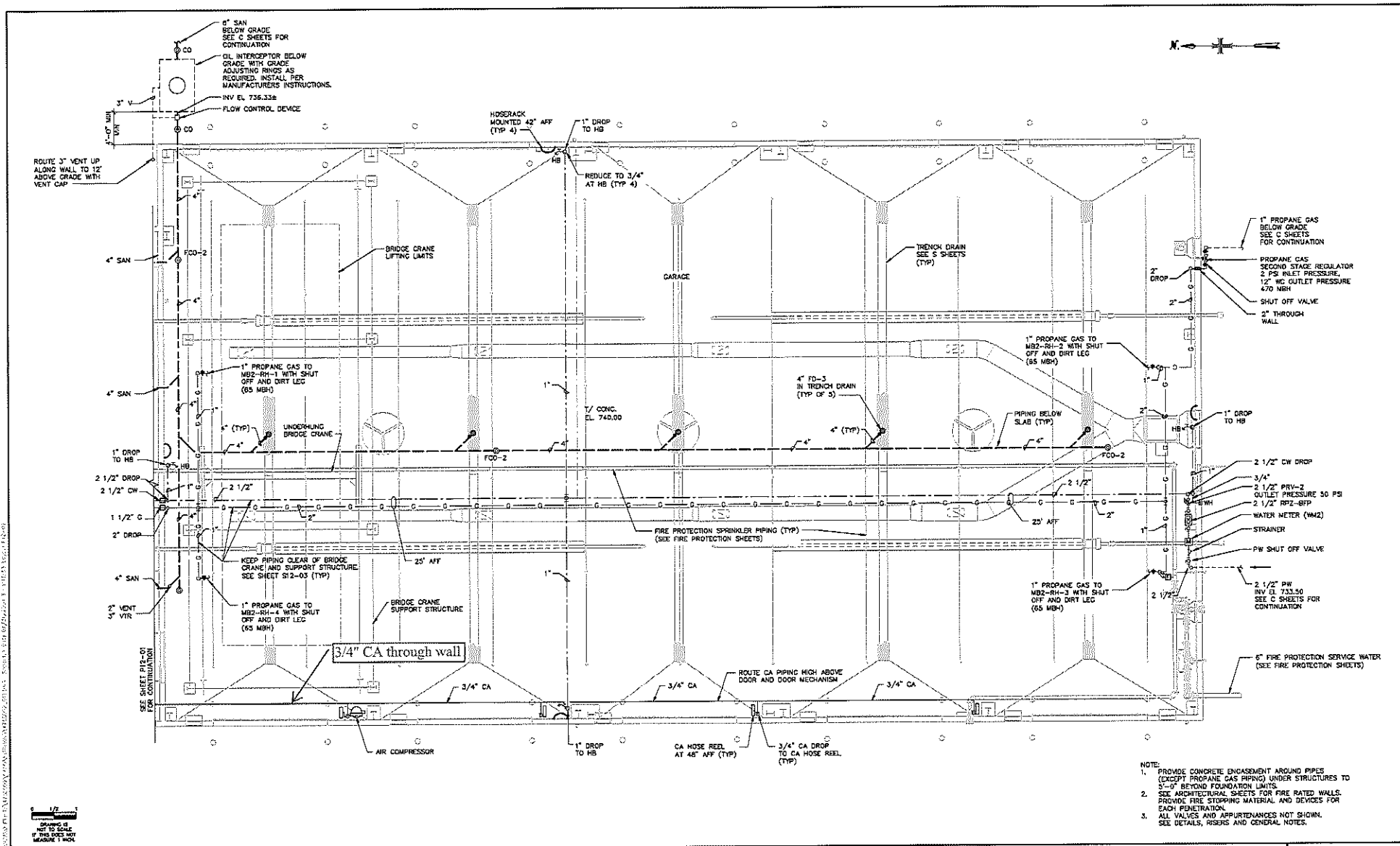


REVISIONS	
NO.	DATE

WARREN COUNTY
 WATER AND SEWER DEPARTMENT
LOWER LITTLE MIAMI WWTB
SEWER MAINTENANCE BUILDING

SEWER MAINTENANCE BUILDING
PARTIAL FIRST FLOOR PLAN
SHEET 1
 SCALE: 1/4"=1'-0"

ISSUED STATUS: 100%
 DATE: FEBRUARY, 2019
 SHEET: P12-01
 CAD REF. NO. 4755002_810



- NOTE:
1. PROVIDE CONCRETE ENCASUREMENT AROUND PIPES (EXCEPT PROPANE GAS PIPING) UNDER STRUCTURES TO 3'-0" BEYOND FOUNDATION LIMITS.
 2. SEE ARCHITECTURAL SHEETS FOR FIRE RATED WALLS. PROVIDE FIRE STOPPING MATERIAL AND DEVICES FOR EACH PENETRATION.
 3. ALL VALVES AND APPURTENANCES NOT SHOWN. SEE DETAILS, RISERS AND GENERAL NOTES.

1/2" = 1'-0"
 DRAWING IS NOT TO SCALE IF THIS DOES NOT MEASURE 1"=1'-0"



REVISIONS		
NO.	BY	DATE

WARREN COUNTY
 WATER AND SEWER DEPARTMENT
 LOWER LITTLE MIAMI WWTP
 SEWER MAINTENANCE BUILDING

SEWER MAINTENANCE BUILDING
 PARTIAL FIRST FLOOR PLAN
 SHEET 2
 SCALE: 3/16"=1'-0"

ISSUED STATUS: 100%
 DATE: FEBRUARY, 2019
 SHEET: P12-02
 CAD REF. NO. 4755002_811

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 4

ATTACHMENT 2 – REMOVE LIGHT POLE AND BASE



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

March 27, 2020

Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Remove Light Pole & Base
Change Request 002
Job 290

Proposal #9

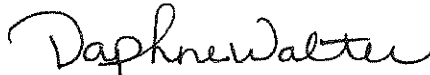
Dear Kathryn,

In regards to the above referenced project and reference to Change Request 002, we hereby submit the sum of \$4,677.00 for the electrician to remove the 25' light pole and base, and repair the lighting circuit as necessary. Clarifications from Lake Erie Electric are as follows:

1. LEE shall determinate and remove the wiring from the panel to the pole in the southeast corner of the building site.
2. LEE shall remove the pole fixture and deliver to the county at the site.
3. LEE shall excavate around the base with a mini ex.
4. LEE shall remove the pole base with the line truck and deliver to the county on site, or dispose of the base in the county's dumpster.
5. LEE will repair the 1" conduit for the lighting circuit.
6. LEE will encase the conduit in concrete and backfill to rough grade.
7. LEE will pull new wire from the panel to the fixture in the southeast corner of the building site.
8. No other work foreseen or assumed included.

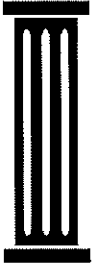
We trust the above meets with your needs.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...



SEYFERTH
BUILDING COMPANY
6399 Morgan Road
Cleves, OH 45002
Voice: (513) 353-9001
Fax: (513) 353-2256

Request For Information

RFI #: 27

Date: 3-06-2020

Number of Pages: 1

From: Daphne Walter

Project Name: Lower Little Miami WWTP Maintenance Building

Re: Existing Light Pole

Request:

At the February meeting, there was discussion regarding an existing light pole that is located between the pole barn and the new maintenance building, close to catch basin #8. It is not shown on the drawings. Various tactics were discussed on removing the pole and disconnecting the power. We have not received any direction for this yet. Please confirm if the pole should be removed and provide a detail on how the power for this pole should be terminated so that we can provide a quote for the additional work.

Response:

Remove light pole and base, pull new wire, install a conduit patch, and re-encase conduit in concrete. Please provide a cost for the additional work.

-Kathryn Gilbert (3/10/2020)

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING

CHANGE ORDER NO. 4

ATTACHMENT 3 – DRINKING FOUNTAIN BREAKERS



SEYFERTH BUILDING COMPANY

6399 Morgan Road
Ph. (513) 353-9001

Cleves, Ohio 45002
Fax (513) 353-2256

March 27, 2020

Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Attn: Kathryn Gilbert

Re: Lower Little Miami WWTP Maintenance Building
Drinking Fountain Breakers
Job 290

Proposal #10

Dear Kathryn,

In regards to the above referenced project and reference to Change Request 002, we hereby submit the sum of \$375.00 to remove and replace two 20A breakers for the drinking fountains in order to meet code.

We trust the above meets with your needs.

Sincerely,



Daphne Walter
Controller

Where integrity is always at the foundation...

Reply Reply All Forward

RFI #20 Response Clarification - Drinking Fountain Receptacles

Gilbert, Kathryn

To: 'Daphne Walter' [Daphne@seyferthbuilding.com]

Categories: Maintenance Building

Wednesday, March 11, 2020 8:12 AM

Good Morning Daphne,

The Engineer's response regarding the issue with the drinking fountain receptacles is as follows:

"Upon Building Inspector Review and based on the comments I received concerning our response to RFI#20 from Lake Erie Electric (LEE) at yesterday's construction progress meeting, I asked our electrical engineer (Zach Frasier) to revisit the NEC on the use of GFI receptacles at Water Fountains, as well as the submittal info on the water fountain itself

He was able to find an issue in our code interpretation. The code requirement, as well as the installation recommendation of the receptacle location by the water fountain manufacturer was further evaluated. A couple of items to note:

1. Per NEC Article 422.5 (B), the GFCI protection shall be readily accessible and located in one or more of the locations listed. In this instance the location is in reference to electrical location within the circuit (not necessarily physical location).
2. Per Submittal #34, Section 22000 Plumbing, the manufacturer's "optimum location" for the required receptacle is located within the water fountain cabinet.
3. Our original installation of the GFCI receptacle meets the location aspect per the NEC (within the circuit supplying power). However, we do not meet the readily accessible definition of the NEC with the receptacle being within the water fountain cabinet.

In this instance, we agree with LEE's conclusion. As a solution, we propose the following **RESPONSE** to the Contractor's concern which should satisfy the Building Inspector:

RESPONSE: Circuits LP-OM: 10 and LP-OM: 12 shall have GFCI circuit breakers. The receptacles at the water fountains shall be regular receptacles and located per the manufacturer's optimum location. The new GFCI circuit breakers shall be original equipment manufacturer to match others. The original breakers shall be turned over to the Owner as well as the original GFCI receptacles."

Please let me know if there are any questions or concerns. Please also let me know if you would like this response to be added to the original RFI document.

Thanks,

Kathryn Gilbert

Staff Engineer

Warren County Water & Sewer Department

Kathryn.Gilbert@co.warren.oh.us

Ph. (513) 695-1645

Resolution

Number 20-0699

Adopted Date May 19, 2020

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE CONSTRUCTION OF THE WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 25506.

WHEREAS, this Board on October 9, 2018 entered into a Contract with Building Crafts, Inc. for upgrades to the Waynesville Regional Wastewater Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 2 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 25506 by \$36,447 and creating a new Contract and Purchase Order price in the amount of \$ 2,732,838.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the County Administrator is hereby directed to execute and sign Change Order No. 2 of the Contract with Building Crafts, Inc. for the construction of the Waynesville Regional WWTP Improvements Project.

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

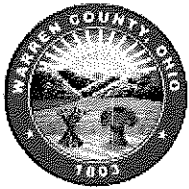
Mr. Young – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor Water/Sewer (file)
c/a—Building Crafts, Inc. Project File



Warren County Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: April 28, 2020

Change Order Number 2

Project Name: Waynesville Regional WWTP Improvements Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	Clarifier Process Support Procure the services of SLR International to help optimize the operation of the biological treatment system and secondary clarifier and reduce the manufacture site visits for the clarifier startup. (Attachment A)	\$1,328.00		None
2	Clarifier Baffle Bracket Replacement Remove and replace the existing triangle brackets that support the scum baffle with 304 stainless steel L-brackets that are compatible with the Ford Hall cleaning equipment. (Attachment B).	\$2,732.00		None
3	Security Fence Man Gate Installation Install man gate on east side of existing fence to allow access to the scum line isolation valve. (Attachment C)	\$408		None
4	Aeration Tank Crack Sealing Provide all materials, labor and equipment to inject hydrophobic sealant in the concrete joints of the two aeration tanks. Sealant will minimize water leaking along the joints. (Attachment D)	\$10,522		None
5	Preliminary Treatment Davit Crane Provide and install a 2,000 lb rated crane and base (model 5PT20) in place of the 3,000 lb rated crane and base (model 5PT30). (Attachment E)		\$3,005	None
6	Solids Holding Decant Line Installation Provide all materials, labor and equipment to install a 6-inch gravity line extending from the Spiragester-Pump Building to the concrete structure that receives flow from the Harveysburg/Corwin force main. (Attachment F)	\$9,080		None
7	Clarifier Concrete Saw Cutting Provide all additional equipment and labor to penetrate the existing clarifier concrete slabs that are 24 inches thick instead of 18 inches as shown on in the Contract Documents. (Attachment G)	\$2,800		None
8	Clarifier No. 2 Weir Adjustment Provide all material, equipment, and labor to adjust the existing Clarifier No. 3 weirs to obtain even flow over the structure. (Attachment H)	\$3,567		None
9	Delete Variable Frequency Drive Equipment Pad Remove from the Contract the installation of a concrete equipment pad for the Return Activated Sludge Variable Frequency Drives and SCADA panel. (Attachment I)		\$1,034	None

10	Additional Clarifier Grout Provide 12 additional cubic yards of grout at the secondary clarifiers adjust for the uneven clarifier bottom structure. (Attachment J)	\$2,833		None
11	Install 4-inch Scum Valve – Provide all materials, labor, and equipment to install a 4-inch valve on the clarifier scum line. (Attachment K)	\$4,792		None
12	Aeration Building Roof Changes – Provide all materials, labor, and equipment to remove deteriorated concrete on the roof of the Aeration Building and replace with insulation. (Attachment L)	\$6,500		None
13	Remove Telescoping Valve – Remove the telescoping valve at the sludge holding tank from the scope of the work. (Attachment M)		\$4,076	

Sums of the ADDITIONS and DELETIONS

\$44,562

\$ 8,115

TOTALS FOR THIS CHANGE ORDER

\$36,447

Original contract price \$2,617,000

Current contract price adjusted by previous change orders \$ 2,696,391

The Contract price due to this change order will be increased by \$36,447

The New contract price including this change order will be \$ 2,732,838

The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Rob Birkenhauer 4/29/2020
 Contractor's Signature Date
Chris Brough 5/11/2020
 Warren County Sanitary Engineer Date

Stephanie Zedel 5-19-2020
 Warren County Commissioner Date
 Administrator
 Warren County Commissioner Date
 Warren County Commissioner Date

ATTACHMENT B

Brausch, Chris G.

From: Palaniswamy, Dinesh [Dinesh.Palaniswamy@jacobs.com]
Sent: Thursday, January 30, 2020 1:51 PM
To: Haddix, Eric W.; Brausch, Chris G.
Cc: Schafer, Debbie
Subject: RE: Waynesville Cleaning Mechanism

Chris,

Per my conversation with you today, my understanding is that BCI can proceed with procurement of 304 SS brackets which is Option # 2 noted in the email chain below.

As we discussed, this will be included as part of Change Order No. 2. Please confirm.

Thanks!

Dinesh

Note: Rob told me today that they will overnight signed hard copies of Change Order No. 1. Please let me know if you don't get this in the next day or so.

From: Palaniswamy, Dinesh
Sent: Wednesday, January 29, 2020 2:22 PM
To: Haddix, Eric W. <Eric.Haddix@co.warren.oh.us>; Brausch, Chris G. <Chris.Brausch@co.warren.oh.us>
Cc: Schafer, Debbie <Debbie.Schafer@jacobs.com>
Subject: RE: Waynesville Cleaning Mechanism
Importance: High

Eric and Chris,

I talked to Ford Hall to understand the need for replacing brackets in scum baffles. My understanding is below:

- Existing scum baffle brackets at Waynesville's clarifiers are triangle brackets and these are not compatible with the Ford Hall weir wolf brush system. The problem with triangle brackets is that the brushes while moving would hit the brackets and break. Hence the need to change the brackets to L brackets which are compatible- so the brushes would travel without hitting the brackets.
- Per my discussion with Chris, among the options presented below, **304 SS** seems to be the preference. Please confirm. (Please note that all components -assembly, mainframe and brush arms of cleaning mechanism are also 304 SS.)
- Per Ford Hall, cost noted below is for both the clarifiers (cost includes material and labor). Clarifier need to be drained to install these brackets. Rob at BCI noted that they had discussed with Eric on sequenced installation of the bracket and weir-wolf system. Per BCI, they plan to complete installation of bracket and weir wolf in one clarifier while the other is operating and vice-versa.
- Replacement of brackets would be a change as this was not included in contract drawings/specifications.

Please confirm if WCWS is okay with the procurement and installation of new "L" brackets (304SS material) for the clarifier scum baffles.

Thanks!

Dinesh

While scheduling Ford Hall to install the cleaning mechanisms it was discovered that the baffle support brackets that are currently on the baffles are incompatible with the cleaning mechanism. The brackets will need to be replaced in order for the cleaning mechanism to work properly.

I am working to get a cost for this but wanted to give everyone a heads up.

Thanks,



Rob Birkenhauer
Project Manager
Ph: (859) 781-9500
Fax: (859) 781-9505
cell: (859) 620-1555
email: rbirkenhauer@buildingcrafts.com
www.buildingcrafts.com

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ATTACHMENT D



RESTORATION TECHNOLOGIES
OUR STRENGTH IN YOUR STRUCTURES

Budget Proposal

3/11/2020

Company: Building Crafts Inc.
 Contact Person: A.J. Gross< agross@buildingcrafts.com C-513-509-7307
 Project Name: Waynesville WWTP

Proposed Budget

	Quantity	Unit	Unit Price	Totals
Hydrophobic Crack Injection	300	LF	\$ 30.50	\$ 9,150.00
Drill and Set Injection Ports				
Inject Cracks with SikaFix HH LV				
Cut Ports and Remove Excess Material				+ 15%
Clean Up				= \$10,522

TOTAL: \$ 9,150.00

Clarifications: Hazardous materials, permits, striping, work or quantities beyond specifically quoted items are excluded.
We assume final payment within 60 days of completion of our work.
We will require adequate storage and laydown areas and full access to our work areas.
Taxes included. Normal wage rates used.
We will require full access to our work areas. All work to be performed to industry standards.
Electric and Water provided by others.
Dumpsters by others.
Schedule to be mutually agreed upon.
Proposal is on Time and Material Basis @ P. W. rate. All work performed on T&M basis.

We look forward to further correspondence on this matter. Please feel free to contact us if you have any questions or if we can be of any further assistance.

Contact Chance Borders | Project Manager
 LRT Restoration Technologies
 borders@lrtltr.com
 513-846-0091



**2020
T&M PREVAILING
WAGE BILLING RATES**

HOURLY LABOR RATES

LRT WORKER	S.T.	O.T.
PROJECT MANAGER	\$90.00	\$135.00
SUPERINTENDENT	\$80.00	\$120.00
FOREMAN	\$70.00	\$105.00
LABORER - HH	\$70.00	\$105.00

TRUCK/SMALL TOOL CHARGES
FOREMAN EQUIPMENT TRUCK - \$225.00/DAY

EQUIPMENT AND MATERIAL
15% MARKUP ADDED TO COST

GENERAL

HAZARDOUS MATERIAL TESTING OF AND OR REMOVAL OF, BONDS, PERMITS, AND
ENGINEERING ARE NOT INCLUDED IN OUR RATES

NO WORK WILL BE PERFORMED WITHOUT WRITTEN APPROVAL

OUT OF TOWN WORK CARRIES AN ADDITIONAL \$12 PER MAN HOUR COST TO COVER
LODGING AND PER DIEM

SERVICES

LRT provides all-encompassing concrete, waterproofing, and façade restoration services for structural restoration, vertical restoration, industrial restoration and new construction.

CONCRETE

- 03 01 00 Maintenance of Concrete
- 03 25 00 Composite Reinforcement
- 03 35 00 Concrete Finishing
- 03 35 43 Polished Concrete Finishing
- 03 37 00 Specialty Placed Concrete
- 03 63 00 Epoxy Grouting
- 03 64 00 Injection Grouting

MASONRY

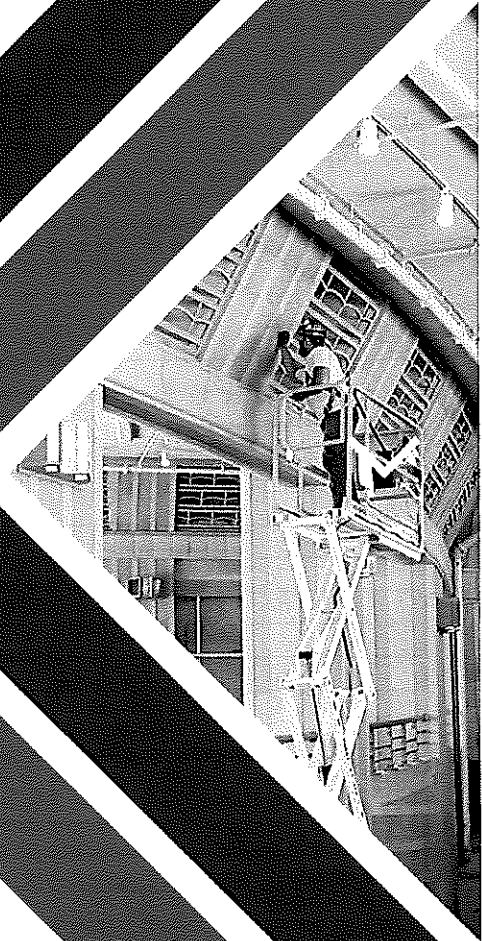
- 04 01 00 Maintenance of Masonry
- 04 20 00 Unit Masonry
Infills & Elevator Shafts

THERMAL MOISTURE & PROTECTION

- 07 10 00 Damp Proofing & Waterproofing
- 07 11 00 Damp Proofing
- 07 12 00 Built-Up Bituminous Waterproofing
- 07 13 00 Sheet Waterproofing
- 07 14 00 Fluid-Applied Waterproofing
- 07 17 00 Bentonite Waterproofing
- 07 18 00 Traffic Coatings
- 07 19 00 Water Repellents
- 07 25 00 Weather Barriers
- 07 26 00 Vapor Retarders
- 07 27 00 Air Barriers
- 07 90 00 Joint Protectors
- 07 91 00 Pre-Formed Joint Seals
- 07 92 00 Joint Sealants

FLOORING

- 09 67 00 Fluid-Applied Flooring
- 09 96 00 High-Performance Coatings
- 09 96 53 Elastometric Coatings
- 09 96 56 Epoxy Coatings
- 09 97 26 Cementitious Coatings



LRT 
RESTORATION TECHNOLOGIES

Mario Cannon
513.883.7051
cannonm@lrt.biz

CINCINNATI | COLUMBUS | NASHVILLE

www.lrt.biz

ACE INDUSTRIES, INC.
CRANES-HOISTS

Reprint



Gaffey

Heavy Material Handling

6295 McDonough Dr. Phone: 800-733-2231
 Norcross, GA 30093 Fax: 800-628-3648

QUOTE #	Q0649656
Page	1
Date	11/19/2019

Sold To: Quote
 Building Crafts, Inc
 2 Rosewood Dr
 Wilder, KY 41076
 P31614

Ship To: Quote
 Building Crafts, Inc
 2 Rosewood Dr
 Wilder, KY 41076
 P31614

Customer PO Number	Ship Date	Salesperson	Terms	Tax Code	
	QUOTE	Larry Joyce	30 Days	ky001	
Document	Warehouse	Freight	Ship Via		
Q0649656	Norcross - Distribution	Bill Later	Best Way		
Item Number / Description	Quantity	UM	List Price	Per	Extension
PARTS 2000 lbs 5PT20 Extension reflects a 15.00% discount.	1	EA	1875.00	EA	1593.75
PARTS 5BP20-S3 Pedestal Base Extension reflects a 15.00% discount.	1	EA	960.00	EA	816.00
QUOTED BY: LKJ QUOTED TO: Rob Birkenhauer EXPIRES: 12/20/2019 + Winch (sold separate) \$1561 <hr/> \$ 2,970.75 5PT30 1/2 5BP10 → \$ 5,975.50 \$ 3,004					
Thank you for your inquiry!		Merchandise	Add-On Charges	Tax	Total Due
		2409.75	0.00	-444.69	-2554.34

Exempt

ACE INDUSTRIES, INC.
CRANES-HOISTS



Gaffey

Headline Material Handling

6295 McDonough Dr. Phone: 800-733-2231
 Norcross, GA 30093 Fax: 800-628-3648

QUOTE #	Q0649656
Page	1
Date	10/14/2019

Sold To: Quote
 Building Crafts, Inc
 2 Rosewood Dr
 Wilder, KY 41076
 P31614

Ship To: Quote
 Building Crafts, Inc
 2 Rosewood Dr
 Wilder, KY 41076
 P31614

Customer PO Number	Ship Date	Salesperson	Terms	Tax Code	
	QUOTE	Larry Joyce	30 Days	ky001	
Document	Warehouse	Freight	Ship Via		
Q0649656	Norcross - Distribution	Bill Later	Best Way		
Item Number / Description	Quantity	UM	List Price	Per	Extension
PARTS 3000 lbs 5PT30 Extension reflects a 15.00% discount.	1	EA	6660.00	EA	5661.00
PARTS 5BP10 Pedestal Base Extension reflects a 15.00% discount.	1	EA	370.00	EA	314.50
QUOTED BY: LKJ QUOTED TO: Rob Birkenhauer EXPIRES: 11/14/2019					
Thank you for your Inquiry!		Merchandise	Add On Charges	Tax	Total Due
		5975.50	0.00	356.53	6334.03

Exempt

QUOTATION

No: 190370



P O Box 272
 Pickerington, OH 43147
 (513) 421-1950 (513) 421-0098 Fax

RFP-018 - Extra Saw Cutting @ Clarifier Slabs .
 Slabs were thicker than shown on dwgs and required bigger
 saw to cut 18". See below for breakdown.

Building Crafts, Inc.
 2 Rosewood Drive
 Wilder, KY 41076
 Phone: (859) 781-9500
 Fax: (859) 781-9505
 Taken By: PULSKAMP

Date: 05/07/19 03:18pm
 Job Location: Waynesville WWTP
 444 S. St Rt 42
 Waynesville, OH
 Attn: (513) 509-7307 (C)

Bid Details:

Price comparison between difference in concrete depths:

each tank

	Difference in cost	Per tank	Total per tank
*Wall saw (4) 14' long x 10" deep cuts at \$300.00 per cut	\$ 200/cut	x 4 = \$ 800	} \$ 1,400
*Wall saw (4) 14' long x 18" deep cuts at \$500.00 per cut			
*Wall saw (4) 5' long x 10" deep cuts at \$150.00 per cut	\$ 30/cut	x 4 = \$ 120	
*Wall saw (4) 5' long x 18" deep cuts at \$180.00 per cut			
*Chain saw (12) 10" deep plunge cuts at \$35.00 per cut	\$ 40/cut	x 12 = \$ 480	
*Chain saw (12) 18" deep plunge cuts at \$75.00 per cut			

Quote is for reference only and does not necessarily apply to future cutting

For two Tanks - \$ 2,800

Please call me at (614) 834-0300 if you have any questions.

Thanks,

Donley Concrete Cutting

BUILDING CRAFTS, INC.

#2 Rosewood Drive
P.O. Box 286
Highland Heights, KY 41076

Phone (859) 781-9500
Fax (859) 781-9505

Date: 11/8/20

EXTRA WORK ORDER

Project: WAYNESVILLE WWT Project No. 0666 Location: CAR #2

Reason for Change: COURTYS REQUEST

Description of Work Performed: ADJ. OF WEIRS & BAFFELS (TBM)

- LABOR -

Employee	Classif.	Hrs.	Rate	Amt.
CAREY REE	FOREMAN	3		
LUKE PARKER	LABOR	3		
TROY CROOK	LABOR	3		
Total Amount				

- MATERIAL -

Qty.	Unit	Description	Amt.
Total Amount			

- EQUIPMENT -

Equipment Item		
SCAFFOLD		
IMPACTS		
Total Amount		

- VERIFICATION -

Approved by Woody Roberts
 Date Approved 12-21-20
 Foreman A.J. Gross
 Remarks _____



BUILDING CRAFTS, INC.

#2 Rosewood Drive
P.O. Box 286
Highland Heights, KY 41076

Phone (859) 781-9500

Fax (859) 781-9505

Date: 1/21/2020

EXTRA WORK ORDER

Project: WAYNESVILLE WWTP Project No. 0666 Location: CLAR #2

Reason for Change: COUNTY REQUEST

Description of Work Performed: CAULKING IN WEIRS

- LABOR -

Employee	Classif.	Hrs.	Rate	Amt.
<u>LUKE PARKER</u>	<u>LABOR</u>	<u>25</u>		
Total Amount				

- MATERIAL -

Qty.	Unit	Description	Amt.
<u>2</u>		<u>TUBES OF SIF-A 2A</u>	<u>120LF</u>
Total Amount			

- EQUIPMENT -

Equipment Item		
Total Amount		

- VERIFICATION -

Approved by Woody Roberts

Date Approved 1-21-20

Foreman [Signature]

Remarks _____

OFFICE USE ONLY

Subtotal _____

Mark Up _____

Extended by _____

Grand Total _____

Apr'vd by _____

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
<i>(03-31-00 Structural Concrete continued)</i>						
Operator - Group 1 (Trackhoe/Crane)	0.00	HR			\$0.00	\$0.00
Perimeter	0.00	SF	0.00	0.00	\$0.00	\$0.00
Perimeter Forms (1'-0" & Smaller) - Miscellaneous Materials	0.00	LF			\$0.75	\$0.00
C (4.00 SF/PH, 0.00 DY)	0.00	SF	0.00	0.00	\$0.00	\$0.00
Carpenter	0.00	HR			\$0.00	\$0.00
Expansion Joint	0.00	LF	0.00	0.00	\$0.00	\$0.00
Miscellaneous - Expansion Joint	0.00	LF			\$0.50	\$0.00
L (8.00 LF/PH, 0.00 DY)	0.00	LF	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
Sawcut Slab	0.00	LF	0.00	0.00	\$0.00	\$0.00
L (15.00 LF/PH, 0.00 DY)	0.00	LF	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
Aggregate	1.50	TON	2.25	1.50	\$95.46	\$143.42
Aggregate - #57	1.50	TON			\$18.00	\$27.04
L (1.00 TON/PH, 0.19 DY)	1.50	TON	1.50	1.00	\$41.67	\$62.60
Laborer - Class 1 (General Laborer)	1.50	HR			\$41.67	\$62.60
O-Backhoe (2.00 TON/PH, 0.09 DY)	1.50	TON	0.75	0.50	\$35.79	\$53.77
John Deere 410	0.75	HR			\$20.54	\$15.43
Operator - Group 1 (Trackhoe/Crane)	0.75	HR			\$51.04	\$38.34
Additional Aggregate	0.00	TON	0.00	0.00	\$0.00	\$0.00
Aggregate - #57	0.00	TON			\$18.00	\$0.00
L (2.00 TON/PH, 0.00 DY)	0.00	TON	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
O-Backhoe (4.00 TON/PH, 0.00 DY)	0.00	TON	0.00	0.00	\$0.00	\$0.00
John Deere 410	0.00	HR			\$20.54	\$0.00
Operator - Group 1 (Trackhoe/Crane)	0.00	HR			\$0.00	\$0.00
Drill & Epoxy Dowels	0.00	EACH	0.00	0.00	\$0.00	\$0.00
Miscellaneous - Dowel	0.00	EACH			\$2.00	\$0.00
L (3.00 EACH/PH, 0.00 DY)	0.00	EACH	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
25 - Misc. Concrete	1.00	LS	0.00	0.00	\$0.00	\$0.00
Handwork	0.00	SF	0.00	0.00	\$0.00	\$0.00
L (30.00 SF/PH, 0.00 DY)	0.00	SF	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
Finish	0.00	SF	0.00	0.00	\$0.00	\$0.00
F (20.00 SF/PH, 0.00 DY)	0.00	SF	0.00	0.00	\$0.00	\$0.00
Finisher	0.00	HR			\$0.00	\$0.00
Placement	0.00	CY	0.00	0.00	\$0.00	\$0.00
Concrete - Structural	0.00	CY			\$148.00	\$0.00
L (0.75 CY/PH, 0.00 DY)	0.00	CY	0.00	0.00	\$0.00	\$0.00
Laborer - Class 1 (General Laborer)	0.00	HR			\$0.00	\$0.00
O-Crane (1.00 CY/PH, 0.00 DY)	0.00	CY	0.00	0.00	\$0.00	\$0.00
Linkbelk 8050	0.00	HR			\$44.45	\$0.00
Operator - Group 1 (Trackhoe/Crane)	0.00	HR			\$0.00	\$0.00
Form	0.00	SF	0.00	0.00	\$0.00	\$0.00
Miscellaneous Forms Per SF	0.00	SF			\$0.75	\$0.00



P.O. Box 13577
 Dayton, OH 45413-0577
 Phone (937) 233-5555
 Fax (937) 237-2965
 www.ernstconcrete.com

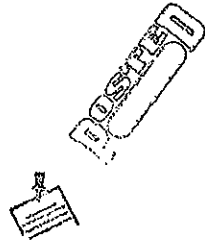
INVOICE

150963

ACCOUNT NO.
00028590

DATE
10/02/2019

BUILDING CRAFTS
 2 ROSEWOOD DRIVE
 WILDER, KY 41076



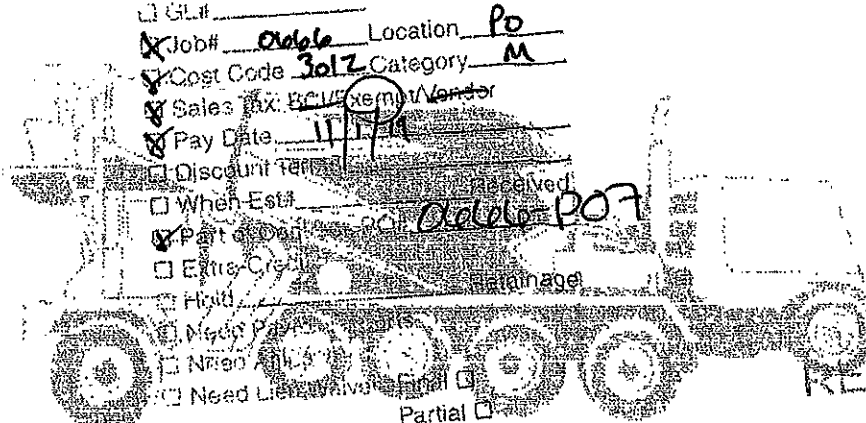
TERMS: NET 30

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A 'PERIODIC RATE' OF 1-1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% OR A MINIMUM SERVICE CHARGE OF \$5.00 WHICHEVER IS GREATER.

JOB: WAYNESVILLE WWTP IMP - 444 US-42 W

DELIVERY ADDRESS	WORK TYPE	JOB NO.	ORDER NO.	PURCHASE ORDER NUMBER
444 US 42 W	GROUT	000029	26900	0666-P07

DATE SHIPPED	QUANTITY	PRODUCT	UNIT PRICE	TAXABLE EXTENSION	NON-TAXABLE EXTENSION
10-02-19	15.00	9 BAG AE FINE 4500 28D	152.250		2283.75
10-02-19	55.00	TRUCK WAITING TIME	1.000		0.00
10-02-19	1.00	EUCOBAR EVAP RET 1G CONFILM	48.000		48.00
*** TICKETS ***					
041-403868 041-403876 041-403883					
SUB-TOTALS				0.00	2331.75



GL# _____
 Job# 01010 Location PO
 Cost Code 3012 Category M
 Sales Tax: EX/US/Exempt/Vendor
 Pay Date 11/1/19
 Discount Term _____
 When Est# _____
 Part of Order Order PO#
 Extra Credit _____
 Hold _____
 Need Pay _____
 Need Lien Waiver _____
 Partial

REC'D
 OCT 08 2019
 Building Crafts

From _____
 Send Lien Waiver Final
 Partial
 From _____
 Date 10/1/19 By er

REVIEW YOUR ACCOUNT ACTIVITY ON-LINE
 SIGN UP FOR MOBILE COMMERCE TODAY

TOTAL YARDS	TOTAL SALES TAX	INVOICE TOTAL
15.00	0.00	2331.75



Rob Birkenhauer
Project Manager
Ph: (859) 781-9500
Fax: (859) 781-9505
cell: (859) 620-1555
email: rbirkenhauer@buildingcrafts.com
www.buildingcrafts.com

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To: Rob Birkenhauer <rbirkenhauer@buildingcrafts.com>
Cc: Palaniswamy, Dinesh <Dinesh.Palaniswamy@jacobs.com>
Subject: Change Order No. 2

Rob,
Attached is Change Order No. 2. Please look it over and provide feedback.

Thanks.

Chris G. Brausch, P.E.
Warren County Water & Sewer Department
Ph. (513) 695-1193 (direct line)
Fx. (513) 695-2995

Resolution

Number 20-0700

Adopted Date May 19, 2020

**APPROVE AMENDMENT TO AGREEMENT WITH RUMPKE OF OHIO, INC. FOR
HAULING AND DISPOSAL OF SLUDGE AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT**

WHEREAS, pursuant to Resolution No. 19-0605 , adopted May 21, 2019 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of sludge at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, said contract may be renewed each year for up to three years as long as both parties agree on pricing and terms; and

WHEREAS, it is the desire of this Board to approve Amendment No. 1, renewing the Rumpke Contract through May 21, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 and the prerequisite purchase order in the amount of \$372,374.14 to the Sewage Sludge Disposal and Hauling Agreement for the Warren County Water and Sewer Department with Rumpke of Ohio, Inc.; as attached hereto and made 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: c/a – Rumpke of Ohio, Inc.
Water/Sewer (file)

**AMENDMENT NO. 1 TO THE 2019 AGREEMENT
FOR LOWER LITTLE MIAMI WWTP SEWAGE
SLUDGE HAULING AND DISPOSAL PROJECT**

THIS AMENDEDMENT No. 1 to the Agreement for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant (hereinafter "Amendment") is entered into by and between **Warren County Board of County Commissioners** on behalf of the Warren County Water and Sewer Department ("OWNER") and **Rumpke of Ohio, Inc.**, ("VENDOR") in accordance with the terms and conditions of the original 2019 Agreement entered into and between the OWNER and VENDOR (sometimes referred to hereinafter as the "PARTIES").

WITNESSETH:

WHEREAS, the PARTIES did on May 21, 2019 enter into a contract for hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant through Resolution 19-0605; and,

Whereas the PARTIES desire to amend said contract as hereinafter set forth, effective May 21, 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Contract and all Amendments thereto, it is mutually agreed as follows:

1. **Term:** The term of said contract shall be renewed for a one (1) year period, effective from May 21, 2020 through May 21, 2021.

2. **Pricing:** Effective May 21, 2020 and running until May 21, 2021, OWNER shall pay VENDOR for services described in said Contract at a rate of Two hundred Sixty Dollars and Twenty Four Cents (\$260.24) per load for hauling charges; Thirty Dollars and Seven Cents (\$30.07) per ton for disposal charges and No Dollars per month Container Rental (\$0.00), which is a 2.8% increase over 2019 pricing to account for increases in overall fuel charges; based on 9,000 U.S. tons of wet sludge at an average 23 tons per load, the total Contract Price is estimated to be \$372,374.14

Except as hereinabove provided, said Contract dated May 21, 2019, is hereby in all other respects ratified and confirmed.

AUTHORITY AND EXECUTION

CONTRACTOR:

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc. has caused this agreement to be executed by Greg Spurlock, Account Executive, on the date stated below, pursuant to a corporate resolution authorizing same.

RUMPKE OF OHIO INC.

SIGNATURE: 

PRINTED NAME: Greg Spurlock

TITLE: Account Executive

DATE: 5/11/20

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tiffany Zindel, its ~~President~~, on the date stated below, pursuant to Resolution No. 20-0700, dated 5/19/2020, County Administrator.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tiffany Zindel

TITLE: County Administrator

DATE: 5/19/2020

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam Nice, Asst. Prosecutor

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

Resolution

Number 20-0701

Adopted Date May 19, 2020

ACKNOWLEDGE RECEIPT OF APRIL 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the April 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	41,430,825.15	16,204,051.93	5,726,656.04	51,908,221.04	262,901.38	52,171,122.42
2201	SENIOR CITIZENS SERVICE LEVY	8,384,388.90	3,588,278.77	483,070.47	11,489,597.20	0.00	11,489,597.20
2202	MOTOR VEHICLE	4,412,232.61	821,781.79	397,773.43	4,836,240.97	32,839.45	4,869,080.42
2203	HUMAN SERVICES	835,575.01	612,723.33	673,303.12	774,995.22	255,264.70	1,030,259.92
2205	BOARD OF DEVELOPMENTAL DISABIL	33,233,929.51	7,133,010.41	1,424,253.07	38,942,686.85	282,598.49	39,225,285.34
2206	DOG AND KENNEL	699,054.08	11,494.34	28,184.84	682,363.58	28.51	682,392.09
2207	LAW LIBRARY RESOURCES FUND	344,579.29	14,730.42	22,455.71	336,854.00	45.00	336,899.00
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE CYBERSECURITY UPGRADE	50,000.00	0.00	50,000.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	316,109.12	11,316.50	499.57	326,926.05	499.57	327,425.62
2217	BOE TECHNOLOGY FUND 3501.17	1,595,286.26	255,535.19	0.00	1,850,821.45	0.00	1,850,821.45
2218	COORDINATED CARE	712,016.58	417.00	17,283.00	695,150.58	16,483.00	711,633.58
2219	WIRELESS 911 GOVERNMENT ASSIST	264,971.51	18,773.08	12,015.97	271,728.62	0.00	271,728.62
2220	CP INDIGENT DRVR INTRLK/MONITG	5,309.26	93.17	0.00	5,402.43	0.00	5,402.43
2221	CC/MC INDIGENT DRIVER INTERLOC	98,438.08	903.80	120.00	99,221.88	0.00	99,221.88
2222	JUV INDIGENT DRIVER INTERLOCK	1,605.35	10.53	0.00	1,615.88	0.00	1,615.88
2223	PROBATE/JUVENILE SPECIAL PROJ	236,856.17	2,244.50	1,070.22	238,030.45	0.00	238,030.45
2224	COMMON PLEAS SPECIAL PROJECTS	267,857.56	55,987.91	41,400.00	282,445.47	39,900.00	322,345.47
2227	PROBATION SUPERVISION 2951.021	598,127.81	2,892.93	4,981.33	596,039.41	0.00	596,039.41
2228	MENTAL HEALTH GRANT	101,772.71	0.00	5,402.80	96,369.91	0.00	96,369.91
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,898,610.10	36,273.53	0.00	1,934,883.63	0.00	1,934,883.63
2231	CO LODGING ADD'L 1%	51,793.71	43,546.64	62,694.74	32,645.61	0.00	32,645.61
2233	DOMESTIC SHELTER	8,954.74	3,079.00	0.00	12,033.74	0.00	12,033.74
2237	REAL ESTATE ASSESSMENT	3,952,751.24	1,417,440.88	40,746.63	5,329,445.49	0.00	5,329,445.49
2238	WORKFORCE INVESTMENT BOARD	40,298.21	124,500.00	139,424.73	25,373.48	121,010.14	146,383.62
2243	JUVENILE GRANTS	305,344.17	7,677.58	9,443.43	303,578.32	0.00	303,578.32
2245	CRIME VICTIM GRANT FUND	27,404.67	7,827.19	7,701.54	27,530.32	102.30	27,632.62
2246	JUVENILE INDIGENT DRIVER ALCOH	23,257.72	45.00	0.00	23,302.72	0.00	23,302.72
2247	FELONY DELINQUENT CARE/CUSTODY	665,068.28	0.00	77,499.09	587,569.19	0.00	587,569.19
2248	TAX CERTIFICATE ADMIN FUND	29,075.00	511.99	1,572.00	28,014.99	0.00	28,014.99

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2249	DTAC-DELINQ TAX & ASSESS COLLE	535,638.86	163,348.49	12,691.29	686,296.06	0.00	686,296.06
2250	CERT OF TITLE ADMIN FUND	4,166,239.50	152,879.19	89,175.83	4,229,942.86	1,266.45	4,231,209.31
2251	COAP GRANT - OPIOD ABUSE PROG	345,426.53	0.00	12,763.90	332,662.63	1,348.84	334,011.47
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	58,925.69	30,000.00	27,499.31	61,426.38	752.30	62,178.68
2255	MUNICIPAL VICTIM WITNESS FUND	114,691.25	0.00	5,942.24	108,749.01	0.00	108,749.01
2256	WARREN COUNTY SOLID WASTE DIST	1,247,762.25	15,345.64	13,494.54	1,249,613.35	603.00	1,250,216.35
2257	OHIO PEACE OFFICER TRAINING	81,482.00	0.00	0.00	81,482.00	0.00	81,482.00
2258	WORKFORCE INVESTMENT ACT FUND	112,586.12	0.00	38,923.18	73,662.94	9,861.10	83,524.04
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	17,065.96	14,582.40	31,448.35	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	540,066.01	21,208.00	19,589.30	541,684.71	120.00	541,804.71
2263	CHILD SUPPORT ENFORCEMENT	831,326.43	243,018.06	243,817.91	830,526.58	298.76	830,825.34
2264	EMERGENCY MANAGEMENT AGENCY	198,711.61	0.00	38,929.42	159,782.19	873.75	160,655.94
2265	COMMUNITY DEVELOPMENT	580,723.91	58,046.06	45,282.06	593,487.91	13,671.00	607,158.91
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	209,807.70	1,260.00	1,300.00	209,767.70	0.00	209,767.70
2269	INDIGENT DRIVER ALCOHOL TREATM	562,890.25	5,819.49	0.00	568,709.74	0.00	568,709.74
2270	JUVENILE TREATMENT CENTER	369,937.47	252,643.07	94,212.63	528,367.91	900.00	529,267.91
2271	DTAC-PROSECUTOR ORC 321.261	97,296.27	162,890.01	13,702.94	246,483.34	0.00	246,483.34
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,255,285.89	974,801.41	656,247.68	7,573,839.62	200,433.26	7,774,272.88
2274	COUNTY COURT COMPUTR 1907.261A	59,230.68	1,172.38	774.00	59,629.06	25.00	59,654.06
2275	COUNTY CRT CLK COMP 1907.261B	37,290.61	2,944.31	0.00	40,234.92	0.00	40,234.92
2276	PROBATE COMPUTER 2101.162	79,969.76	465.00	0.00	80,434.76	0.00	80,434.76
2277	PROBATE CLERK COMPUTR 2101.162	211,555.01	1,550.00	0.00	213,105.01	0.00	213,105.01
2278	JUVENILE CLK COMPUTR 2151.541	9,697.96	902.70	0.00	10,600.66	0.00	10,600.66
2279	JUVENILE COMPUTER 2151.541	36,337.53	267.00	0.00	36,604.53	0.00	36,604.53

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2280	COMMON PLEAS COMPUTER 2303.201	37,116.74	1,140.00	0.00	38,256.74	0.00	38,256.74
2281	DOMESTIC REL COMPUTER 2301.031	13,000.07	168.00	0.00	13,168.07	0.00	13,168.07
2282	CLERK COURTS COMPUTER 2303.201	278,633.23	4,172.00	0.00	282,805.23	0.00	282,805.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,691,855.64	21,274.60	13,173.60	1,699,956.64	66.13	1,700,022.77
2284	COGNITIVE INTERVENTION PROGRAM	367,259.16	1,694.05	5,242.80	363,710.41	984.70	364,695.11
2285	CONCEALED HANDGUN LICENSE	743,211.64	10,130.00	7,166.74	746,174.90	0.00	746,174.90
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,552.50	100.00	232.00	15,420.50	751.04	16,171.54
2287	SHERIFF-LAW ENFORCEMENT TRUST	152,739.81	2,175.60	2,055.23	152,860.18	199.89	153,060.07
2288	COMM BASED CORRECTIONS DONATIO	10,000.47	0.00	54.00	9,946.47	0.00	9,946.47
2289	COMMUNITY BASED CORRECTIONS	371,914.74	160,462.00	45,923.98	486,452.76	1,900.00	488,352.76
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	50,388.00	0.00	35,936.00	14,452.00	35,936.00	50,388.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,634.55	6,634.55	0.00	13,269.10	0.00	13,269.10
2295	TACTICAL RESPONSE UNIT	74,665.76	0.00	0.00	74,665.76	0.00	74,665.76
2296	COMP REHAB DWNPMT ASST COMMDEV	43,845.14	100.00	0.00	43,945.14	0.00	43,945.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	112,417.93	821.00	0.00	113,238.93	0.00	113,238.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,240,477.65	124,726.00	137,527.47	1,227,676.18	0.00	1,227,676.18
3327	BOND RETIREMENT SPECIAL ASSMT	209,615.33	188,336.59	0.00	397,951.92	0.00	397,951.92
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	911,973.75	0.00	0.00	911,973.75	0.00	911,973.75
3384	TAX INCREMENT FINANCING - P&G	1,327,624.78	0.00	0.00	1,327,624.78	0.00	1,327,624.78
3393	2009 RID BOND GREENS OF BUNNEL	3,036,262.50	0.00	0.00	3,036,262.50	0.00	3,036,262.50
3395	JAIL BONDS 2019	479.09	5,049,175.00	0.00	5,049,654.09	0.00	5,049,654.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	39,368.67	0.00	18,160.31	21,208.36	0.00	21,208.36
4432	EDWARDSVILLE ROAD BRIDGE	17,113.56	0.00	0.00	17,113.56	0.00	17,113.56
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	549,727.86	0.00	69,616.95	480,110.91	0.00	480,110.91
4438	NB COLUMBIA/3C RIGHT TURN LN	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	7,000,000.00	0.00	0.00	7,000,000.00	0.00	7,000,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	622,120.05	0.00	64,908.14	557,211.91	0.00	557,211.91
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,308,881.33	0.00	365,917.24	5,942,964.09	12,573.40	5,955,537.49
4479	AIRPORT CONSTRUCTION	587,013.83	0.00	45,823.25	541,190.58	0.00	541,190.58
4484	P&G TIF ROAD CONSTRUCTION	0.00	1,679,183.00	1,679,183.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	159,834.97	594,219.88	6,320.54	747,734.31	0.00	747,734.31
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,369,621.87	0.00	183,995.03	3,185,626.84	0.00	3,185,626.84
4493	BUNNELL HILL RD CONSTRCTN RID	186,364.70	248,753.18	3,175.96	431,941.92	0.00	431,941.92
4494	COURTS BUILDING	1,786,934.58	0.00	0.00	1,786,934.58	0.00	1,786,934.58
4495	JAIL CONSTRUCTION SALES TAX	49,692,825.84	820,505.04	5,057,380.05	45,455,950.83	0.00	45,455,950.83
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	0.00	9,963,833.75	0.00	9,963,833.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	9,961.58	23,673.00	23,673.00	9,961.58	5,825.00	15,786.58
4499	JUVENILE/PROBATE CT EXPANSION	695,713.91	0.00	415,849.33	279,864.58	0.00	279,864.58
5510	WATER REVENUE	35,884,398.76	1,442,306.66	688,264.06	36,638,441.36	71,874.43	36,710,315.79
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,120,998.58	723.05	691,482.79	430,238.84	691,183.79	1,121,422.63
5580	SEWER REVENUE	28,959,616.66	1,380,480.54	695,765.85	29,644,331.35	179,730.08	29,824,061.43
5581	SEWER IMPROV-WC VOCATIONAL SCH	215,211.92	0.00	2,846.16	212,365.76	0.00	212,365.76

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	1,501,813.57	695.91	668,147.34	834,362.14	31,988.47	866,350.61
5590	STORM WATER TIER 1	79,127.11	164,146.80	121,287.02	121,986.89	2,280.00	124,266.89
6619	VEHICLE MAINTENANCE ROTARY	260,609.39	26,155.04	26,230.42	260,534.01	11,820.95	272,354.96
6630	SHERIFF'S POLICING REVOLV FUND	526,104.60	1,025,538.28	312,287.87	1,239,355.01	0.00	1,239,355.01
6631	COMMUNICATIONS ROTARY	283,442.69	6,037.99	2,988.69	286,491.99	2,112.58	288,604.57
6632	HEALTH INSURANCE	4,521,550.56	841,444.07	518,859.97	4,844,134.66	5,048.26	4,849,182.92
6636	WORKERS COMP SELF INSURANCE	1,727,797.75	0.00	35,779.22	1,692,018.53	13,160.55	1,705,179.08
6637	PROPERTY & CASUALTY INSURANCE	685,733.55	0.00	265,281.00	420,452.55	0.00	420,452.55
6650	GASOLINE ROTARY	210,113.41	44,427.84	22,081.86	232,459.39	0.00	232,459.39
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	29,398,947.30	29,398,947.30	0.00	0.00	0.00
7709	CORPORATION FUND	1,174.52	10,184,175.66	10,183,226.84	2,123.34	1,174.52	3,297.86
7713	WATER-SEWER ROTARY FUND	162,856.29	3,053,906.67	2,913,650.23	303,112.73	40,814.03	343,926.76
7714	PAYROLL ROTARY	165,450.47	3,133,871.37	3,110,946.45	188,375.39	14,327.35	202,702.74
7715	NON PARTICIPANT ROTARY	7,337.04	14,386.96	3,861.60	17,862.40	0.00	17,862.40
7716	SCHOOL	0.00	57,175,985.46	57,175,985.46	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	137,259,940.34	940,766.27	129,012,053.94	9,188,652.67	10,021.24	9,198,673.91
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	57,384.00	1,580.85	57,330.50	1,634.35	0.00	1,634.35
7720	LOCAL GOVERNMENT FUND	0.00	254,017.38	254,017.38	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	833,126.85	833,126.85	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	129.66	0.00	0.00	129.66	0.00	129.66
7723	GASOLINE TAX	0.00	484,180.87	484,180.87	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	73,459.64	328,481.96	0.00	401,941.60	0.00	401,941.60
7725	UNDIVIDED WIRELESS 911 GOV ASS	17,275.34	37,546.16	36,048.42	18,773.08	0.00	18,773.08
7726	MOTOR VEHICLE LICENSE TAX	0.00	665,040.65	665,040.65	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	170,708.06	142.60	0.00	170,850.66	15,434.72	186,285.38
7731	COUNTY LODGING TAX	155,551.85	133,842.61	188,254.98	101,139.48	20.00	101,159.48
7734	REAL ESTATE ADVANCE PAYMENT	9,302.19	0.00	0.00	9,302.19	0.00	9,302.19
7740	TRAILER TAX	8,569.84	580.74	8,569.84	580.74	0.00	580.74

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	16,981.37	10,300.50	10,290.94	16,990.93	0.00	16,990.93
7742	LIBRARIES	0.00	2,554,702.90	2,554,702.90	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,444.48	2,889.47	2,444.48	2,889.47	2,444.48	5,333.95
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	319,670.83	1,028,346.21	1,056,629.68	291,387.36	0.00	291,387.36
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	220,146.34	41,640.95	84,078.05	177,709.24	52,005.00	229,714.24
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	117,184.51	117,184.51	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	21,739.38	820.00	757.00	21,802.38	0.00	21,802.38
7766	ESCROW ROTARY	787,645.33	0.00	0.00	787,645.33	14,000.00	801,645.33
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PRORATIONS/FORECLOSURES	487.02	1,151.04	0.00	1,638.06	0.00	1,638.06
7769	BANKRUPTCY POST PETITION CONDU	4,241.24	1,041.78	0.00	5,283.02	0.00	5,283.02
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,826.25	14,566.00	12,356.75	17,035.50	0.00	17,035.50
7776	UNDIVIDED EVIDENCE SHERIFF	16,827.45	0.00	304.69	16,522.76	317.70	16,840.46
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	522,926.81	357,100.00	806,050.00	73,976.81	911,917.46	985,894.27
7779	UNDIVIDED DRUG TASK FORCE SEIZ	393,916.03	0.00	166,052.70	227,863.33	71,198.38	299,061.71
7781	REFUNDABLE DEPOSITS	423,924.82	16,252.22	16,694.95	423,482.09	6,689.55	430,171.64
7782	SHERIFF - LOST/ABANDONED PROPE	359.82	0.00	310.00	49.82	0.00	49.82
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 4



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7792	ZONING & BLDG BOND FUND	3,400.00	0.00	0.00	3,400.00	200.00	3,600.00
7793	HOUSING TRUST AUTHORITY	0.00	131,018.40	0.00	131,018.40	0.00	131,018.40
7795	UNDIVIDED INDIGENT FEES	0.00	1,659.00	1,327.20	331.80	331.80	663.60
7796	MUNICIPAL ORD VIOLATION INDIGE	6,463.17	210.24	674.00	5,999.41	370.00	6,369.41
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	3,303.74	3,303.74	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	730,622.21	0.00	25.00	730,597.21	25.00	730,622.21
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,469,312.79	1,718,997.89	603,082.15	8,585,228.53	70,388.00	8,655,616.53
9912	FOOD SERVICE	378,323.37	4,143.63	3,826.00	378,641.00	72.51	378,713.51
9915	PLUMBING BOND-HEALTH DEPT.	22,000.00	1,500.00	3,000.00	20,500.00	0.00	20,500.00
9916	STATE REGULATED SEWAGE PROGRAM	102,797.60	15,628.82	1,200.00	117,226.42	120.00	117,346.42
9925	SOIL & WATER CONSERVATION DIST	734,818.45	118,946.00	49,045.30	804,719.15	1,488.01	806,207.16
9928	REGIONAL PLANNING	277,969.03	5,558.00	36,412.45	247,114.58	957.62	248,072.20
9938	WARREN COUNTY PARK DISTRICT	670,614.57	63,039.03	292,179.29	441,474.31	1,709.19	443,183.50
9944	ARMCO PARK	-2,944.25	248,885.50	78,136.84	167,804.41	14,099.89	181,904.30
9953	WATER SYSTEM FUND	26,076.80	3,481.00	366.03	29,191.77	45.00	29,236.77
9954	MENTAL HEALTH RECOVERY SERVICE	10,356,647.72	3,304,779.46	1,195,532.93	12,465,894.25	196,209.99	12,662,104.24
9961	HEALTH GRANT FUND	179,347.62	25,306.73	23,603.64	181,050.71	1,561.00	182,611.71
9963	CAMPGROUNDS	3,596.59	2,123.00	0.00	5,719.59	0.00	5,719.59
9976	HEALTH - SWIMMING POOL FUND	100,329.85	52,881.00	0.00	153,210.85	314.00	153,524.85
9977	DRUG TASK FORCE COG	657,683.01	84,193.92	1,643.98	740,232.95	673.35	740,906.30
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
Total		450,876,767.56	162,919,921.59	264,252,419.69	349,544,269.46	3,738,191.06	353,282,460.52

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for APRIL, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 20-0702

Adopted Date May 19, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/12/20 and 5/14/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0703

Adopted Date May 19, 2020

APPROVE BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 4 SITUATED IN HAMILTON TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	The Villages of Hopewell Valley, Section 4
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$23,433.15
Surety Company	:	Cincinnati Insurance Company (B1232614)

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0704

Adopted Date May 19, 2020

APPROVE BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 5 SITUATED IN HAMILTON TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	The Villages of Hopewell Valley, Section 5
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$64,791.29
Surety Company	:	Cincinnati Insurance Company (B1232669)

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0705

Adopted Date May 19, 2020

APPROVE BOND RELEASE FOR SONDER BREWING, LLC FOR COMPLETION OF IMPROVEMENTS IN SONDER BREWING, LLC SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Sonder Brewing
Developer	:	Sonder Brewing, LLC
Township	:	Deerfield
Amount	:	\$11,460.80
Surety Company	:	Cincinnati Insurance Company (B1239803)

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0706

Adopted Date May 19, 2020

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

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

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

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

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0707

Adopted Date May 19, 2020

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

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the second quarter of their 2020 local share to their Fund #2263; and

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

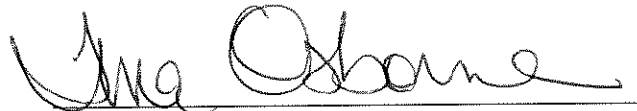
\$72,000.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 20-0708

Adopted Date May 19, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO FRANKLIN MUNICIPAL COURT
FUND #11011271

BE IT RESOLVED, to approve the following supplemental appropriation:

\$9,800.00 into #11011271-5155 (Franklin Municipal Personal Services Reimb)

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor Supplemental Appropriation file
OMB (file)

Resolution

Number 20-0709

Adopted Date May 19, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #2278

BE IT RESOLVED, to approve the following supplemental appropriation:


\$2,000.00 into 22781410-5400 (Purchased Services)

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Juvenile (file)

Resolution

Number 20-0710

Adopted Date May 19, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

\BE IT RESOLVED, to approve the following appropriation adjustment:


\$20,000.00	from	#11011600-5210	(Material & Supplies)
	into	#11011600-5400	(Purchase Services)

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 20-0711

Adopted Date May 19, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE COURT FUND
#2243

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile Court fund #2243:

\$700.00	from	22431240-5400	(Purchased Services)
	into	22431240-5871	(Medicare)

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 20-0712

Adopted Date May 19, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Clerk of Courts fund #11011260 in order to process a sick and vacation leave payout for Heidi Horseman former employee of Clerk of Courts:

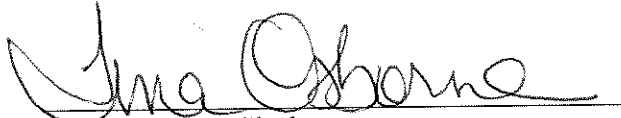
\$2,062.00	from	#11011110-5881	(Commissioners - Sick Leave Payout)
	into	#11011260-5881	(Clerk of Courts - Sick Leave Payout)

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

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

Resolution

Number 20-0713

Adopted Date May 19, 2020

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.

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	TRANSPORTATION IMPROVEMNT DISTRICT	24" WATERLINE WITHIN COLUMBIA RD WIDENING PROJECT	\$ 555,187.00
WAT	RUMPKE OF OHIO INC	HAULING AND DISPOSAL OF BIO-SOLIDS	\$ 372,374.14

PO CHANGE ORDERS

Department	Vendor Name	Description	PO Amount
FAC	GRANGER CONSTRUCTION COMPANY	ADDENDUM 3 TO CONSTRUCTION CONTRACT	\$ 37,338.13 INCREASE
WAT	MIKE FARM ENTERPRISES	BIOSOLIDS DISPOSAL	\$ 20,000.00 INCREASE
WAT	SEYFERTH BUILDING COMPANY	LLM MAINTENANCE BUILDING PROJECT	\$ 7,218.00 INCREASE
WAT	MOODYS OF DAYTON INC	2019 WELL REDEVELOPMENT PROJECT	\$ 29,338.00 INCREASE

5/19/2020 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 20-0714

Adopted Date May 19, 2020

SET AND ADVERTISE PUBLIC HEARING TO AMEND FY2019 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN OF THE CONSOLIDATED PLAN

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing for Amendment #1 to the Warren County Community Development Block Grant (CDBG) 2019 Action Plan; said hearing scheduled for June 2, 2020 at 9:00 a.m., in the Warren County Commissioners Meeting Room or by virtual meeting; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects as a part of the CARES Act in response to the COVID-19 pandemic:

Abuse & Rape Crisis Shelter	\$ 50,000
Interfaith Hospitality Network	\$ 100,000
Warren County Community Services	\$ 143,027
Warren County United Way	\$ 143,027

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

Resolution adopted this 19th day of May 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)