



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

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

July 30, 2024

- | | | |
|-----------|--------------|---|
| #1 | | <i>Clerk—General</i> |
| #2 | 9:00 | <i>Representative to Discuss the Refinancing of Bonds for the Benefit of the Great YMCA Including its Warren County Facilities</i> |
| #3 | 9:15 | <i>Executive Session—Acquisition of Property Pursuant to ORC 121.22(G)(2)</i> |
| #3 | 10:00 | <i>Groundbreaking Ceremony for the New Warren County Court Building</i> |

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

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	TERRACON CONSULTANTS INC	FAC BLANKET FOR MATERIALS TEST	\$ 25,000.00 *capital purchase
TEL	MOBILCOMM INC	TEL MOBILCOMM SNIDER TOWER WOR	\$ 1,000.00 *contract in packet
TEL	MOBILCOMM INC	TEL MOBILCOMM WEATHER SYSTEM I	\$ 12,410.00 *contract in packet
VET	MT ORAB CDJR	VET 2024 CHRYSLER VOYAGERS	\$ 197,500.00 *bid project

7/30/24 APPROVED :

Martin Russell, County Administrator

CONSENT AGENDA*

July 30, 2024

Approve the minutes of the July 16, 2024 Commissioners' Meeting

PERSONNEL

1. *Hire Kelley Wilson as Protective Services Caseworker II and Jaclyn Pancake and Lynette Richardson as Protective Services Caseworkers I within Children Services, Leanne Day as Business Manager and Delaney Wicks as Custodial Worker I within Facilities Management, Jessica Anderson as Eligibility Referral Specialist II within Human Services, and Trenton Buckler as Water Treatment Plant Technician within W/S*
2. *Rehire Kaylee Carman as Foster Care Caseworker II within Children Services*
3. *Approve end of 365- day probationary period and pay increase for Michael Morris within Facilities Management and Jenna Bour within W/S*
4. *Accept resignation of Annaliese Poweleit, Chelsae Fisco, and Tiffany Kitchen within Children Services and Paige Barton and Danielle L.A. White within Emergency Services*

GENERAL

5. *Advertise for bids for the purchase of two Ford F550 4x4 Super Duty trucks for the Warren County Engineer's Office*
6. *Approve Notice of Intent to award bid to Barrett Paving and Materials Inc. for the FY24 City of Franklin-Bryant Avenue and Judy Drive Paving and Storm CDBG Project*
7. *Award bid to Mt. Orab Chrysler Dodge Jeep Ram for the purchase of two handicap upfit 2024 Chrysler Voyager LX Vans and two standard 2024 Chrysler Voyager LX Vans*
8. *Enter into master service agreement with Stantec Consulting for the RFQ for Waterline and Sanitary Sewer Design Services for 2024-2026*
9. *Approve emergency repair of the belt filter press #2 located at the Lower Little Miami Wastewater Treatment Plant*
10. *Approve various agreements and addenda relative to home placement services on behalf of children Services*
11. *Approve Amendment #1 to the subgrant agreement with Wood County and the Child Welfare Fellowship Project Parties on behalf of Children Services*
12. *Authorize the issuance of a credit card for use by the Clerk of Courts*
13. *Enter into agreement with Timeclock Plus, LLC on behalf of Emergency Services*
14. *Erect stop signs on Union Road (CR 33) at the intersection of Manchester Road (CR 104) so that said intersection functions as a four-way stop*
15. *Enter into agreement with Sunrise Cooperative on behalf of the Engineer's Office*
16. *Enter into contract with Donellon McCarthy on behalf of Human Services*
17. *Approve agreement with ESC relative to Truancy and Parent Success Programs on behalf of Juvenile Court*
18. *Enter into agreements with Warren County Records Center and Archives, Bick's Driving School, and Warren County Career Center on behalf of OhioMeansJobs*
19. *Enter into agreement with Millennium Business Systems on behalf of Solid Waste*
20. *Authorize President of the Board to sign Task Completion Report for Central Square Technologies on behalf of Telecom*
21. *Accept quote from Mobilcomm, Inc. on behalf of Telecom*
22. *Declare various items as surplus and authorize disposal of said items through internet auction*
23. *Acknowledge approval of financial transactions*
24. *Acknowledge payment of bills*
25. *Approve performance bond reduction for Clearcreek Reserve in Clearcreek Township*
26. *Approve final plats*

FINANCIALS

27. *Approve appropriation adjustments from Commissioners' into Common Pleas, Juvenile, and Facilities Management for payouts*
28. *Approve appropriation adjustment within Telecommunications*

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

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Approving an interdepartmental subgrant agreement between the Warren County Human Services Division and Warren County Children Services Division to transfer the operation and administration of adult protective services from Warren County Human Services to Children Services
2. Approving the transfer of Kimberly Frick and Brenda Everett from the Warren County Human Services Division to the Warren County Children Services Division

APPROVING AN INTERDEPARTMENTAL SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY HUMAN SERVICES DIVISION AND WARREN COUNTY CHILDREN SERVICES DIVISION TO TRANSFER THE OPERATION AND ADMINISTRATION OF ADULT PROTECTIVE SERVICES FROM HUMAN SERVICES TO CHILDREN SERVICES

WHEREAS, Warren County Human Services receives annual funding from the Ohio Department of Job and Family Services (“ODJFS”) for the operation of Warren County Adult Protective Services (“APS”), a protective agency governed by Ohio Revised Code sections 5101.60 *et seq.*; and

WHEREAS, the parties agree that efficiency of APS operations, including intake, investigation, and case management, can best be achieved under the supervision and administration of Warren County Children Services; and

WHEREAS, Human Services must maintain fiscal responsibility for APS funding sources, including but not limited to, ODJFS grants and local senior levy revenue; and

WHEREAS, for the purpose of tracking funding for APS, the departments have agreed on terms, conditions, and requirements governing the administration of the financial assistance received by or used by WCCS for the purpose of operating the APS unit;

NOW THEREFORE BE IT RESOLVED, to approve the Interdepartmental Subgrant Agreement between Warren County Human Services and Children Services, as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, to authorize Children Services to operate, supervise, and administer Warren County Adult Protective Services on behalf of Human Services; and

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

M
M
M

Resolution adopted this XXth day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

Interdepartmental Subgrant Agreement for Adult Protective Services

This Interdepartmental Subgrant Agreement ("Agreement") is entered into on this the ____ day of July 2024, by and between the Warren County Department of Human Services ("WCDHS" or "GRANTOR") and Warren County Children Services ("WCCS" or "SUBGRANTEE").

WHEREAS, WCDHS receives annual funding from the Ohio Department of Job and Family Services for the operation of Warren County Adult Protective Services ("APS"), a protective agency governed by Ohio Revised Code sections 5101.60 *et seq.*; and

WHEREAS, the parties agree that efficiency of APS operations, including intake, investigation, and case management, can best be achieved under the supervision and administration of WCCS; and

WHEREAS, WCDHS must maintain fiscal responsibility for APS funding sources, including but not limited to, ODJFS grants and local senior levy revenue; and

WHEREAS, for the purpose of tracking funding for APS, this Agreement is to establish the terms, conditions, and requirements governing the administration of the financial assistance received by or used by WCCS for the purpose of operating the APS unit;

WHEREAS, this Subgrant Agreement is made pursuant to the grant award to WCDHS by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of CFDA #93.667 (APS), Federal Award Identification #1801OHSOSR.; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS: As used in this document, the words and phrases set forth below shall have the following meaning:

- A. "GRANTOR" means the Warren County Job & Family Services.
- B. "SUBGRANTEE" means the Warren County Children Services Board.
- C. "Financial Assistance" means all case, reimbursement, other payments, or allocations of fund provided by GRANTOR or SUBGRANTEE. All requirement in this Agreement related to financial assistance also apply to any monies including private monies and public money, as defined in section 117.01 of the Ohio Revised Code, used by the SUBGRANTEE to match federal, state or county funds.
- D. "Federal , state, and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Ohio Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards: as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, State and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state, and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement, as well as, those federal, state and local laws enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

- E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

ARTICLE II RESPONSIBILITIES OF GRANTOR

GRANTOR agrees to:

- A. Provide funding to SUBGRANTEE in accordance with this Subgrant Agreement and federal, state, and local laws.
- B. Monitor SUBGRANTEE to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in the Agreement.
- D. Provide technical assistance and training to assist SUBGRANTEE, within the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.
- F. Compensate Warren County Children Services within thirty (30) days of receipt of invoice for services rendered in the prior month.

ARTICLE III RESPONSIBILITIES OF SUBGRANTEE

- A. SUBGRANTEE will report to the contact specified in Article IX, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with all instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of the Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article IX, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

SUBGRANTEE further agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements, and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement in operation of the Adult Protective Services Program as required by state and federal regulations.
- B. Provide with each invoice, back-up documentation that corresponds with each line item of the invoice for actual costs incurred in the performance of the Subgrant Agreement i.e., salaries, supplies, mileage, etc. In addition, any other financial reporting requirements for the SUBGRANTEE as are necessary for the GRANTOR to meet its operational needs and obligations to ODJFS and federal government.
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to endure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.

- E. Promptly reimburse GRANTOR for any funds GRANTOR 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 for which GRANTOR is responsible.
- F. Take prompt corrective action, including paying amounts resulting from adverse finding, sanction, or penalty if GRANTOR, ODJFS, the Ohio Auditor of State, 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.
- G. Keep and maintain records that are sufficient for the preparation of report required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to GRANTOR, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect beginning on July 27, 2024 and shall continue for twelve (12) months from the start date, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both GRANTOR and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditor certifies pursuant to Section 5705.41 (D), Ohio Revised Code, that the amount required to meet the GRANTOR's obligation or, in the case of continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V AMOUNT OF GRANT/PAYMENT

- A. This grant shall not exceed the total amount of One hundred and eighty thousand dollars (\$180,000.00).
- B. Payment will be made to the SUBGRANTEE on an actual cost reimbursement basis. The total estimated cost shall be in accordance with the budget attached as Exhibit IV and shall not exceed the amount provided in Article V-A above. The budget shall include both the cost to operate the APS Program during regular business hours and the cost of after-hours services if there is need for either referrals to be made after hours and/or actual in-the-field emergency response.
- C. SUBGRANTEE shall bill GRANTOR monthly and submit bill(s) quarterly for reimbursement of disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to: Business Manager, Warren County JFS, 416 S. East St. Lebanon, OH 45036.
GRANTOR will make payment on all invoices submitted in accordance with the terms of the Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted with 15 days of the expiration date of this Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and Obligations under this Subgrant Agreement upon payment of this final invoice.
- D. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds and appropriations by the Board of Warren County Commissioners. If, at any time, the GRANTOR Director

determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, the GRANTOR Director may reduce, suspend, or terminate and cash, or other form of financial assistance as the GRANTOR Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Board of Warren County Commissioners fails at any time to continue funding GRANTOR for the payments due under this Subgrant Agreement this Subgrant Agreement will be terminated as of the date funding expires without further obligation of GRANTOR or Warren County.

- E. As Subrecipient of federal funds, SUBGRANTEE hereby specially acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102 as applicable under federal, state, and local laws, and A-133, as well as, 45 CFR 74 or 45 CFR 92, as applicable to SUBGRANTEE under federal, state, and local laws, including but not limited to:
1. Standards for financial management systems: SUBGRANTEE and its SUBGRANTEE(S) will comply with the requirements of 45 CFR 74.21 or 45 CFR 92.20 as applicable, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 92.23, as applicable, SUBGRANTEE and its SUBGRANTEE(S) may charge to the award only cost resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to the Subgrant Agreement and for the term specific in Article IV of the Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs to third-party in-kind contributions and must be clearly identified as used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used in accounted for as specified in 45 CFR 74.24 or 45 CFR 92.25 as applicable to SUBGRANTEE.
 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 92.31 as applicable.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its SUBGRANTEE(S) with Subgrant funds will be governed by 45 CFR 74.34 or 45 CFR 92.32 as applicable.
 7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its SUBGRANTEE(S) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 93.33, and 7 CFR 3016.33 as applicable.

ARTICLE VI RECORDS

- A. SUBGRANTEE must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state, and local laws. SUBGRANTEE 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.

- B. Records must include sufficient detail to disclose:
 - 1. Services provided to program participants;
 - 2. Administrative cost of services provided to program participants;
 - 3. Charges made and payments received for items identified in paragraphs (B)(1) and (2) of the Article; and
 - 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. SUBGRANTEE and its SUBGRANTEE(S) must maintain all records relevant to the administration of the Subgrant for a period of three (3) years or longer if any audit findings are pending and have not been resolved at the end of the three (3) year retention period.

ARTICLE VII AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to threshold requirements of 45 CFR 74.26 or 45 CFR 92.26, as applicable, and OMB Circular A-133, SUBGRANTEE must ensure that it has an audit with scope as provided in OMB Circular A-133, Subpart E, section 500, that covers funds received under this Agreement. SUBGRANTEE must send one (1) copy of the final audit report to GRANTOR at Warren County Job & Family Services ATTN: Fiscal Supervisor, 416 S. East St. Lebanon, OH 45036 within two (2) weeks of SUBGRANTEE'S receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular A-133 include, but are not limited to:
 - 1. Proper Identification of federal awards received;
 - 2. Maintenance of appropriate internal controls;
 - 3. Preparation of appropriate financial statements, including a schedule of federal awards expended;
 - 4. Proper performance and timely submission of an OMB Circular a-133 audit report;
 - 5. Follow-up on audit findings, including preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. SUBGRANTEE will take prompt action to correct problems identified in an audit.

ARTICLE VIII SUSPENSION AND TERMINATION, BREACH, AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the GRANTOR's Director and the SUBGRANTEE's Director. 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.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States Postal Service return receipt requested. The effective date is the later of the termination date specified in the termination notice or the ninety-first (91) day following the receipt of the notice by the other party.
 - 3. GRANTOR may immediately terminate the Subgrant Agreement if there is loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by SUBGRANTEE affecting the operation of the Subgrant Agreement.
- B. If SUBGRANTEE or any of its SUBGRANTEE(s) materially fails to comply with any term of an award, federal, state, or local law, an assurance, a State plan or application, a notice of award, this Subgrant

Agreement, or any other applicable rule, GRANTOR may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its SUBGRANTEE(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its SUBGRANTEE(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- C. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. 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;
 3. Prepare and furnish a report to GRANTOR, as of the date SUBGRANTEE 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
 4. Perform any other tasks that GRANTOR requires which would assure compliance and resumption of the Subgrant Agreement.
- D. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in the Subgrant Agreement, GRANTOR will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by GRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences. If GRANTOR or SUBGRANTEE 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 particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX NOTICES

- A. Notices to GRANTOR from SUBGRANTEE that concern the termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to: Director of Warren County Job & Family Services, Fiscal Supervisor, Warren County JFS to 416 S. East St. Lebanon, OH 45036.
- B. Notices to the SUBGRANTEE from GRANTOR that concern the termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to: Director of Warren County Children's Services and Fiscal Supervisor, Warren County Children's Services to 416 S. East St. Lebanon, OH 45036.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE to GRANTOR will be between the representatives of the Agencies. Each party will retain written record of any such communications.

ARTICLE X AMENDMENT

This document constitutes the entire agreement between GRANTOR and SUBGRANTEE with respect to all matters herein. Except as provided in ARTICLE X, below, this Subgrant Agreement may be amended only by a document signed by both parties. Both GRANTOR and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in 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.

ARTICLE XI ADDENDA

GRANTOR may elect to provide information concerning this Subgrant Agreement in addenda hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any claim or draw of monies following the receipt of the addenda will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, GRANTOR may modify any addendum by mailing a modified version to the SUBGRANTEE. Any claim or draw on the modified addendum will constitute acceptance of the terms and conditions in the modified addendum.

ARTICLE XII SUBGRANTS

- A. SUBGRANTEE must perform all duties contemplated by the Subgrant Agreement. None of the SUBGRANTEE's duties or actions pursuant to the Subgrant Agreement may be sub granted, nor shall the Subgrant Agreement be assigned, or any subawards made by SUBGRANTEE, without the prior express written authorization of GRANTOR.
- B. Any Subgrants made by SUBGRANTEE to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 92.37 as applicable and will impose upon any SUBGRANTEE(s) the requirements of 45 CFR 74 or 45 CFR Part 92, as applicable, as well as, federal, state and local law. Any award of a Subgrant to another entity shall be made by means of a Subgrant Agreement which requires the entity awarded the county Subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE Subgrants to the entity including conditions, requirements, and restrictions of section 5101.21 of the Ohio Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 92.35, as applicable, SUBGRANTEE and its SUBGRANTEE(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While SUBGRANTEE and it SUBGRANTEE(s) may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 92.36 or 45 CFR 74.40 through 45 CFR 74.48. in the event of conflict between federal, state and local requirements, the most restrictive must be used.
- E. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, Subgrant, and function supported by SUBGRANTEE's Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, SUBGRANTEE must take action to recover such funding.
- F. Audit: Ensure that Subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the Subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the Subrecipient's receipt of any such audit report.

- G. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under federal, state and local laws as a Subrecipient of SUBGRANTEE under this Subgrant Agreement and as a pass-through entity of any awards of Subgrants to other entities, including but not limited to:
1. Identify the federal awards made by informing each Subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Advise Subrecipients of requirements imposed on them by federal laws, regulation, and the provisions of contracts of Subgrant Agreements, as well as, any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 3. Monitor the activities of Subrecipients as necessary to ensure that federal awards are used for the authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or Subgrant Agreements and that all performance goals are achieved.
 4. Ensure that Subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the Subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for the fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the Subrecipient's receipt of any such audit report.
 5. Issue a management report on audit findings within six (6) months after receipt of a Subrecipient's audit report and ensure the Subrecipient takes appropriate and timely corrective action.
 6. Consider whether audits of Subrecipients requires adjustments of SUBGRANTEE's own records.
 7. Require each Subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.

ARTICLE XIII SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article XIII. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be void ab initio and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before the SUBGRANTEE received notice that the Subgrant Agreement is void ab initio will be immediately repaid or GRANTOR may commence an action for recovery against the SUBGRANTEE.
1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal Department Agency, as set forth in 45 CFR 92.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgement rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property.

- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (federal, state, or local) terminated for cause or default.
 2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
 3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with GRANTOR, as GRANTOR is a political subdivision of the State of Ohio.
 4. Material Assistance to Terrorist Organizations: SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of the Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.
 1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of the SUBGRANTEE will comply with the requirements of Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43 of the Ohio Revised Code.
 2. Nondiscrimination: SUBGRANTEE certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L., 88-352) which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L., 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism.
 3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994v (20 U.S.C. 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
 4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or part with federal funding,

including statement of the percentage and dollar amount of the total costs financed by nongovernmental sources.

5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 U.S.C. 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247-254).
7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
9. SUBGRANTEE certifies that it complies with Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 U.S.C. 900, Subpart F).
10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.

ARTICLE XIV MISCELLANEOUS TERMS AND CONDITIONS

- A. Limitation of Liability: To the extent permitted by law, GRANTOR agrees to be responsible for any liability directly relating to any and all acts of negligence by GRANTOR. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if GRANTOR or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. Choice of Law, Partial Invalidation: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of the Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the remainder of the Subgrant Agreement impossible.
- C. Construction: Nothing in the Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by GRANTOR to SUBGRANTEE that is not specially set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, GRANTOR, or any of the officers or employees of the State of Ohio, ODJFS, or GRANTOR.

I, the undersigned SUBGRANTEE, have read and do hereby understand and agree to the terms of this Subgrant Agreement. If any conditions set forth by these terms change, I must notify GRANTOR immediately. Failure on my part to honor Subgrant Agreement terms or requirements may result in immediate termination of these Subgrant Agreement. This written Subgrant Agreement supersedes all oral agreements.

GRANTOR
Warren County Job & Family Services
416 S. East st.
Lebanon, OH 45036

Arlene Byrd
Arlene Byrd, Director

7/18/2024
Date

SUBGRANTEE
Warren County Children Services
416 S. East St.
Lebanon, OH 45036

Shawna Jones
Shawna Jones, Director

7-18-24
Date

Board of County Commissioners, Warren County

Shannon Jones

Date

Tom Grossmann

Date

David Young

Date

Approved as to Form:

Kathryn M. Horvath
Kathryn Horvath, Warren County Prosecutor

7/18/24
Date

APPROVING THE TRANSFER OF KIMBERLY FRICK AND BRENDA EVERETT FROM
THE WARREN COUNTY HUMAN SERVICES DIVISION TO THE WARREN COUNTY
CHILDREN SERVICES DIVISION

WHEREAS, pursuant to an interdepartmental subgrant agreement, approved July 30, 2024,
authorizing Children Services the responsibilities of the operation and administration of Adult
Protective Services from Human Services; and

WHEREAS, Ms. Frick and Ms. Everett, both social service workers, manage the intake,
investigation and case management of adult protective services; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer of Kimberly Frick and Brenda
Everett, for the positions of Adult Protective Services Investigator and Social Services Worker
III, to the Warren County Children Services Division effective pay period beginning August 10,
2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Human Services (file)
 Children Services (file)
 K. Frick's Personnel File
 B. Everett's Personnel File
 OMB – Sue Spencer



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

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

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

MINUTES: Regular Session – July 16, 2024

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

The Board met in regular session pursuant to adjournment of the July 9, 2024, meeting.

David G. Young – present

Shannon Jones – absent

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the July 9, 2024 meeting were read and approved.

- 24-0899 A resolution was adopted approving the lateral transfer of Amanda Johnson from Protective Services Caseworker II to Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0900 A resolution was adopted approving the reclassification of multiple caseworkers within the Warren County Department of Job and Family Services Children Services Division. Vote: Unanimous
- 24-0901 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Tiffany Baldwin within the Emergency Services Department. Vote: Unanimous
- 24-0902 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Quentin Cox within the Emergency Services Department. Vote: Unanimous
- 24-0903 A resolution was adopted approving a temporary pay supplement for Jeffery Stilgenbauer, Fiscal Specialist within the Office of Management and Budget. Vote: Unanimous

- 24-0904 A resolution was adopted hiring Jacob Morrison as Senior Engineer within the Warren County Water and Sewer Department. Vote: Unanimous
- 24-0905 A resolution was adopted approving a pay increase and reclassification of Kathryn Gilbert to Senior Engineer, within the Water and Sewer Department. Vote: Unanimous
- 24-0906 A resolution was adopted authorizing the posting of a “Custodial Worker I” position, within the Facilities Management Department, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0907 A resolution was adopted authorizing the posting of a “Business Manager” position, within the Facilities Management Department, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0908 A resolution was adopted authorizing the posting of an “Eligibility Referral Specialist II” position, within the Department of Job and Family Services, Human Services Division, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0909 A resolution was adopted authorizing publication of a Notice of Public Review for Warren County’s Consolidated Annual Performance and Evaluation Report (CAPER) relative to the Warren County Community Development Block Grant Program Entitlement Program. Vote: Unanimous
- 24-0910 A resolution was adopted authorize the Water and Sewer Department to complete and sign an application to access funding awarded from the One Time Strategic Community Investments Grant Program under Ohio House Bill 2. Vote: Unanimous
- 24-0911 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with Cincinnati Emergency Communications Center. Vote: Unanimous
- 24-0912 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with City of Franklin Communications Center. Vote: Unanimous
- 24-0913 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with West Chester Communications Center. Vote: Unanimous
- 24-0914 A resolution was adopted entering in an exclusive and temporary easement with A. Jack and Lisa M. Ramey for the Township Line Road Bridge #134-3.76 Replacement project. Vote: Unanimous
- 24-0915 A resolution was adopted entering into a Stream Mitigation Agreement for a mitigation credit reservation and purchase agreement with Water and Land Solutions, LLC. on behalf of the Warren County Engineer’s Office. Vote: Unanimous

- 24-0916 A resolution was adopted approving and amendment to the contract with Lifespan, Inc on behalf of the Warren County Department of Human Services. Vote: Unanimous
- 24-0917 A resolution was adopted entering into an agreement with JK Meurer Corp for the FY24 Butlerville – Final Phase of Road Improvement Community Development Block Grant Project. Vote: Unanimous
- 24-0918 A resolution was adopted entering into a Memorandum of Understanding with the Mental Health and Recovery Board Serving Warren and Clinton Counties, on behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 24-0919 A resolution was adopted entering into agreement for disbursement of grant funds with the Mental Health and Recovery Board Serving Warren and Clinton Counties, on behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 24-0920 A resolution was adopted entering into an agreement with Warren County Department of Job and Family Services, Human Services Division on behalf of the Warren County Transit Service. Vote: Unanimous
- 24-0921 A resolution was adopted entering into a Master Service Agreement with Fishbeck for Waterline and Sanitary Sewer Design Services for 2024-2026. Vote: Unanimous
- 24-0922 A resolution was adopted entering into a Master Service Agreement with RA Consultants LLC for Waterline and Sanitary Sewer Design Services for 2024-2026. Vote: Unanimous
- 24-0923 A resolution was adopted transferring a vehicle no longer being utilized by the Warren County Sheriff's Office to the Humane Association of Warren County. Vote: Unanimous
- 24-0924 A resolution was adopted cancelling the regularly scheduled Commissioner's meeting of Thursday, July 25, 2024. Vote: Unanimous
- 24-0925 A resolution was adopted acknowledging approval of financial transactions. Vote: Unanimous
- 24-0926 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-0927 A resolution was adopted entering into a subdivision public improvement performance and maintenances security agreement with Hickory Woods Development Company, LLC. for installation of certain improvements in Vista Creek, situated in Hamilton Township. Vote: Unanimous
- 24-0928 A resolution was adopted entering into a street and appurtenances (including sidewalks) security agreement with Hickory Woods Development Company, LLC. for installation of certain improvements in Vista Creek, situated in Hamilton Township. Vote: Unanimous

- 24-0929 A resolution was adopted approving various record plats
- 24-0930 A resolution was adopted approving operational transfers of interest earnings from Commissioners fund #1101112 into Water funds #5510 & #5583, and Sewer funds #5580, & #5575. Vote: Unanimous
- 24-0931 A resolution was adopted approving a supplemental appropriation into the Rental Assistance fund 2204. Vote: Unanimous
- 24-0932 A resolution was adopted approving a supplemental appropriation into Transit fund #2299. Vote: Unanimous
- 24-0933 A resolution was adopted approving an appropriation adjustment from Commissioners General fund #1101110 into Clerk of Courts fund #11011260. Vote: Unanimous
- 24-0934 A resolution was adopted approving an appropriation adjustment from Commissioners General fund #1101110 into Emergency Services fund #11012850. Vote: Unanimous
- 24-0935 A resolution was adopted approving an appropriation adjustment within Commissioners fund #1101110. Vote: Unanimous
- 24-0936 A resolution was adopted approving an appropriation adjustment within Human Services fund 2203. Vote: Unanimous
- 24-0937 A resolution was adopted approving appropriation adjustments within the OhioMeansJobs Warren County fund #2258. Vote: Unanimous
- 24-0938 A resolution was adopted approving an appropriation adjustment within Grants Administration fund #2265. Vote: Unanimous
- 24-0939 A resolution was adopted approving an appropriation adjustment within Mary Haven fund #2270. Vote: Unanimous
- 24-0940 A resolution was adopted approving an appropriation adjustment within Children Services fund #2273. Vote: Unanimous
- 24-0941 A resolution was adopted approving an appropriation adjustment within the County Court Clerk Computerization fund #2275. Vote: Unanimous
- 24-0942 A resolution was adopted approving an appropriation adjustment within County Court fund #2283. Vote: Unanimous
- 24-0943 A resolution was adopted approving an appropriation adjustment within Telecommunications Department fund #4492. Vote: Unanimous
- 24-0944 A resolution was adopted approving requisitions and authorizing the County Administrator to sign documents relative thereto. Vote: Unanimous

- 24-0945 A resolution was adopted establishing a joint board between the Montgomery and Warren County Boards of County Commissioners, pursuant to R.C. 5553.13, for the purpose of the Dayton-Cincinnati Pike Roadway Realignment Project. Vote: Unanimous
- 24-0946 A resolution was adopted authorizing the County Administrator or Deputy County Administrator to sign all documents relative to the Opioid Litigation-National Settlement with the Kroger Company. Vote: Unanimous
- 24-0947 A resolution was adopted approving multiple pay increases and assignments within the Building and Zoning Department. Vote: Unanimous

DISCUSSIONS

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

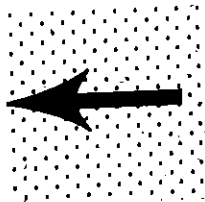
On motion, upon unanimous call of the roll, the Board entered into executive session at 9:09 a.m. to discuss the acquisition of property pursuant to Ohio Revised Code Section 121.22(G)(2) and exited at 9:55 a.m.

Upon motion the meeting was adjourned.

David G. Young, President

Tom Grossmann

Shannon Jones



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on July 16, 2024, in compliance with Section 121.22 O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio



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

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

*NAME OF ATTENDEE: RAY DRATT DEPARTMENT: BUILDING/ZONING

*POSITION: ZONING OFFICIAL DATE: 07/22/24

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

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

PURPOSE:
JULY 2024 WEBINAR - CRAZY YET TRUE: ZONING ENFORCEMENT FROM THE TRENCHES

LOCATION:
WARREN COUNTY BUILDING/ZONING DEPARTMENT
406 JUSTICE DRIVE

DATE(S): JULY 17, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: N/A

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Michelle Go 7/22/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

[Empty box for listing additional attendees]

APPROVED

APPROVED



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

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*NAME OF ATTENDEE: Jenny Carman DEPARTMENT: Children Services

*POSITION: Business Manager DATE: 7/22/24

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

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

PURPOSE:
2024 CFIS Conference

LOCATION:
Nationwide Hotel and Conference Center
 100 Green Meadows Drive South, Lewis Center, Ohio 43035

DATE(S): October 6-8, 2024

TYPE OF TRAVEL: (Check one)
 AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$160/night x 2 x 2 nights = \$640.00

ESTIMATED COST OF TRIP: Registration fee - \$150 x 2 = \$300 & meals \$20 x 2 = \$40

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Shauna Jones, Director 7-23-24
 Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

 Commissioner Date

 Commissioner Date

 Commissioner Date

RECEIVED 08/08/2024
 JEFFREY R. CROW

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



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: Shawna Jones DEPARTMENT: Children Services

*POSITION: Director DATE: 7/23/24

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

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

PURPOSE: 2024 Kids Summit

LOCATION: The Hilton Columbus

DATE(S): 9/5/24

TYPE OF TRAVEL: (Check one)
AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: _____

ESTIMATED COST OF TRIP: \$25 parking fee

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Shawna Jones, Director 7-24-24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

RECEIVED 08/29/24

JUL 24 2024

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



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

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

*NAME OF ATTENDEE: Carolyn Duvellus DEPARTMENT: Probate-Juvenile Court

*POSITION: Magistrate DATE: 7/16/24

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

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

PURPOSE:

Ohio Association of Magistrates Conference, including continuing legal education credits applicable to magistrates.

LOCATION:

Hilton Polaris 8700 Lyra Drive Columbus, Ohio 43240

DATE(S): 9-4-24 to 9-6-24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$155 a night X 2 nights for three people= \$930

ESTIMATED COST OF TRIP: \$450 a person (5 people attending)= \$2250

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] - Court Administrator

Signature/Title

Date

7/16/24

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

The following magistrates and staff attorney will attend as well: Jeff Stueve, John Kaspar, Megan Davenport, & Jenna Seltz.



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

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

*NAME OF ATTENDEE: TIMOTHY N TEPE DEPARTMENT: COMMON PLEAS CRT

*POSITION: JUDGE DATE: 7/15/24

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

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

PURPOSE:

JUSTICE IN THE DIGITAL AGE TRAINING

LOCATION:

MARATHON, FL

DATE(S): 10/19-10/26/24

TYPE OF TRAVEL: (Check one)

AIRLINE ✓ STAFF CAR PRIVATE VEHICLE ✓ OTHER ✓ RENT

LODGING:

\$ 2,132.87

ESTIMATED COST OF TRIP:

Flight \$337.96; Meals \$517.50; Mig \$43.50; Rental \$450; Park \$160
Reg. Fee \$1300 in fl OCVG

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 7/15/24
Signature/Title Date

Total
\$4,946.83

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: RAY DRATT DEPARTMENT: BUILDING/ZONING

*POSITION: ZONING OFFICIAL DATE: 07/22/24

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

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

PURPOSE:

2024 OTALA 1.0 ONLINE SESSIONS - GENERAL SESSION, LEADERSHIP SKILLS & STYLES INTERGOVERNMENTAL RELATIONS, COMM & WORKING W/CITIZENS, COND EFFECT MEET

LOCATION:

WARREN COUNTY BUILDING/ZONING DEPARTMENT
406 JUSTICE DRIVE

DATE(S): JULY 8 - 12, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: N/A

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

 7/24/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

[Empty box for listing additional attendees]

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

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

*NAME OF ATTENDEE: Jacob Stickel DEPARTMENT: Records Center

*POSITION: Archival Assistant DATE: July 22, 2024

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

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

PURPOSE:

Independent Practitioner AI Symposium

LOCATION:

Virtual

DATE(S): July 15 - 19, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER N/A

LODGING: N/A

ESTIMATED COST OF TRIP: \$25

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Lori Otten Assitant Archivist 7/22/2024
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

2025 JUL 22 AM 9:29

RESOLUTION NO. _____

AUTHORIZING AND APPROVING THE ISSUANCE BY THE BUTLER COUNTY FINANCE AUTHORITY OF ECONOMIC DEVELOPMENT FACILITIES REVENUE REFUNDING BONDS, SERIES 2024 (THE GREAT MIAMI VALLEY YMCA) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION TWO HUNDRED THOUSAND DOLLARS

WHEREAS, the Butler County Finance Authority (the "Authority"), a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the "State"), is authorized and empowered, by virtue of the laws of the State including, without limitation, Article VIII, Section 13 of the Ohio Constitution and Sections 4582.21 to 4582.59 of the Ohio Revised Code (collectively, the "Act") to issue its revenue obligations for the purposes of financing Port Authority Facilities, as defined in the Act; and

WHEREAS, in accordance with the Act, the Authority has determined to issue its Economic Development Facilities Revenue Refunding Bonds, Series 2024 (The Great Miami Valley YMCA) (the "Bonds") and loan the proceeds thereof to The Great Miami Valley YMCA, an Ohio non-profit corporation, to be used to (A) currently refund all of the outstanding principal amount of the Authority's Economic Development Facilities Revenue Refunding Bonds, Series 2014 (The Great Miami Valley YMCA) issued in the original stated principal amount of \$15,380,000 on August 7, 2014, to currently refund the outstanding principal amount of the Authority's Adjustable Rate Demand Economic Development Facilities Revenue Refunding and Improvement Bonds, Series 2007 (The Great Miami Valley YMCA Project) issued in the original stated principal amount of \$17,905,000 and dated September 28, 2007, to (1) finance the costs of the acquisition, construction, installation and equipping of health and recreation facilities (the "2007 Project") in the stated principal amount not exceeding \$10,531,812 at 5750 Innovation Drive, Middletown, Ohio 45005 which was and is legally owned by the YMCA, and (2) currently refund the outstanding principal amount of the County of Butler, Ohio's Adjustable Rate Demand Economic Development Revenue Bonds, Series 2000 (Great Miami Valley YMCA Project) issued in the original stated principal amount of \$11,000,000 on September 13, 2000 to finance the acquisition, construction, equipping, installation and improvement of health and recreation facilities (together with the 2007 Project, the "Project") at (a) 6645 Morris Road, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$6,800,000, which was and is legally owned by the YMCA, (b) 5220 Bibury Road, Fairfield, Ohio 45014 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA, (c) 1307 NW Washington Boulevard, Hamilton, Ohio 45013 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA and (d) 105 North 2nd Street, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$200,000, which was and is legally owned by the YMCA; and (B) pay certain costs of issuance with respect to the Bonds; and

WHEREAS, a portion of the Project is located within the County of Warren, Ohio (the "County"); and

WHEREAS, the issuance of the Bonds by the Authority and refinancing of the Project will further the Authorized Purposes of the Authority under the Act by creating or preserving jobs and employment opportunities and enhancing, fostering, aiding, providing, and promoting recreation and economic development within the jurisdiction of (i) the Authority, and (ii) with the consent of the Board of County Commissioners of the County with respect to the portion of the Project located within the County, the County; and

WHEREAS, the Bonds will not be a general obligation of the Authority or an obligation of the County and will not be payable in any matter by taxation by the Authority, the County, or any political subdivision of the State, but will be payable from repayment of the loan of Bond proceeds to The Great Miami Valley YMCA, and as otherwise provided in the Bonds and the authorizing resolution passed by the Authority; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, certain requirements under the Internal Revenue Code of 1986, as amended (the "Code") must be met and adhered to; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, the Bonds must be approved under Section 147(f) of the Code by the applicable elected representative of each jurisdiction within which a portion of the Project is located, following a public hearing, of which the public has been properly notified; and

WHEREAS, a public hearing was held at 10:00 A.M. on July 16, 2024, via toll free conference call by the Authority using a toll-free number (the "Hearing"), following proper notice of such hearing published in the Hamilton Journal-News on July 7, 2024 (the "Notice of Public Hearing"); and

WHEREAS, the President and Chief Executive Officer of the Authority have recommended and requested approval of the issuance of the Bonds pursuant to the letter of the Executive Director of the Authority to the Board of Commissioners of the County dated July 16, 2024; and

WHEREAS, the Board of Commissioners of the County constitute the applicable elected representative of the County, and a portion of the Project is located within the geographic jurisdiction of the County;

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

SECTION 1. That, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board of County Commissioners of Warren County, Ohio (the "Board") approves the issuance of the Bonds by the Authority in the maximum amount of \$10,200,000, with the maximum amount of the Bonds allocable to the Project as described in the Notice of Public Hearing, and the refinancing of the Project.

SECTION 2. That the County Auditor and the County Administrator each are separately authorized to take any and all actions and to execute such documents, assignments, certificates and other instruments that may be necessary or appropriate, in the opinion of Frost Brown Todd LLP, as Bond Counsel, in order effect the issuance of the Bonds, the refinancing of the Project, and the intent of this Resolution.

SECTION 3. The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

SECTION 4. That this resolution shall be effective from and after its adoption.

Commissioner _____ seconded the motion and upon call of the roll on the question of its adoption, the vote resulted as follows:

PASSED this 30th day of July, 2024.

Clerk, Board of County Commissioners,
Warren County, Ohio

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on July 30, 2024, together with a true extract from the minutes of the meeting at which such resolution was adopted to the extent pertinent to consideration and adoption thereof; and further, that such a copy of the same has been filed this _____ day of _____, 2024, with the County Auditor.

Clerk of the Board of County
Commissioners

RECEIPT

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing, this _____ day of _____, 2024, of a certified copy of the foregoing resolution to proceed.

County Auditor



YOU'RE INVITED

You are cordially invited to the groundbreaking ceremony for the **WARREN COUNTY COURTHOUSE**

The ceremony will take place on Tuesday, July 30th at 10 AM
Light refreshments will be served

880 Memorial Drive
Lebanon, Ohio 45036

KZF DESIGN
Designing Better Futures



HGC
CONSTRUCTION