



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

**406 Justice Drive, Lebanon, Ohio 45036**

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*Telephone (513) 695-1250*

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

**GENERAL SESSION AGENDA**

***August 13, 2024***

- #1**                      ***Clerk—General***
- #2**      **9:00**              ***Public Hearing—to Discuss the Refinancing of Hospital Facility  
Improvement Revenue Bond for Colonial Senior Services for a Senior  
Living Facility in Mason***

**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

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Krystal Powell, Clerk

/kp

cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	BAYER & BECKER INC	WAT SAND HARBOR WATERMAIN REPL	\$ 40,362.97 *contract in packet
GRA	BARRETT PAVING MATERIALS INC.	GRA FY 24 CITY OF FRANKLIN CDBG PROJ	\$ 273,650.00 *contract in packet

**PO CHANGE ORDERS**

WAT	TRANS IMPR DIST (TID)	WAT COL DAV RD PROJ TID REIMBURSE	\$ 5,600.00 *increase
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8/13/24 APPROVED :

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Martin Russell, County Administrator

**CONSENT AGENDA\***

*August 13, 2024*

*Approve the minutes of the July 30, 2024 Commissioners' General Session Meeting.*

**PERSONNEL**

- 1. Hire Anthony Smith as Service Worker I within Facilities Management*
- 2. Approve end of 365- day probationary period and pay increase for Alec Smith within Human Services*
- 3. Accept resignation of Renee Taylor within Children Services*
- 4. Remove probationary employee within the Office of Management and Budget*

**GENERAL**

- 5. Advertise for bids for the Dry Run Road Bridge Project and 2024 Hamilton Road Drilled Pier Wall Project on behalf of the Engineer*
- 6. Enter into contract with Barrett Paving Materials Inc. for the FY24 City of Franklin- Bryant Avenue and Judy Drive Paving and Storm Sewer CDBG Project*
- 7. Enter into cooperative agreement with Butler County for the Butler Warren Road Bridge Replacement Project*
- 8. Enter into agreement with the City of Franklin relative to the FY24 City of Franklin- Bryant Avenue and Judy Drive Paving and Storm Sewer CDBG Project*
- 9. Enter into agreement with The Biz Hive and Wellspring Music and Arts Center on behalf of OhioMeansJobs Warren County*
- 10. Authorize the Sanitary Engineer to apply for and enter into a Water Supply Revolving Loan Account relative to the design and construction of the RAR Ion Exchange Upgrades*
- 11. Authorize the County Administrator to sign a supplier release letter and letter of authorization with Titan Energy on behalf of Water/ Sewer*
- 12. Authorize Amendment No. 1 to the agreement with Bayer Becker Inc. for the Sand Harbor Watermain Replacement Project*
- 13. Acknowledge payment of bills*
- 14. Approve final plats*

**FINANCIALS**

- 15. Approve operational transfer of interest earnings from Commissioners' into Water and Sewer Funds*
- 16. Approve supplemental appropriation into Probate/ Juvenile, Common Pleas, Lodging Tax, and Sheriff*
- 17. Approve appropriation adjustment from Commissioners into Children Services for payout*
- 18. Approve appropriation adjustments within Common Pleas, Garage, Sheriff, Telecommunications, Solid Waste, Grants, Clerk of Courts, and Health Insurance*

*\*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
3. Authorize the President of the Board to enter into a settlement agreement with the Division of the State Fire Marshall, Bureau of Underground Storage tank Regulations (BUSTR), for the removal of a buried diesel tank at the Richard Renneker Water Treatment Plant on behalf of the Water and Sewer Department

APPROVING AN INTERDEPARTMENTAL SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY HUMAN SERVICES DIVISON AND WARREN COUNTY CHILDREN SERVICES DIVISON 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 XX<sup>th</sup> day of July 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

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## 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 offenses 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 Invalidity: 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.

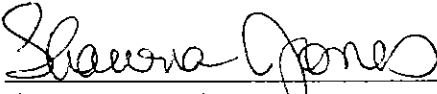


I, the undersigned SUBGRANTEE, have read and do hereby understand and agree to the terms of this Subgrant Agreement. If any conditions set forth by these terms change, I must notify GRANTOR immediately. Failure on my part to honor Subgrant Agreement terms or requirements may result in immediate termination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

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

  
Arlene Byrd, Director

  
Shawna Jones, Director

7/18/2024  
Date

7-18-24  
Date

Board of County Commissioners, Warren County

\_\_\_\_\_  
Shannon Jones

\_\_\_\_\_  
Date


\_\_\_\_\_  
Tom Grossmann

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Young

\_\_\_\_\_  
Date

Approved as to Form:

  
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

<sup>NG</sup>  
AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SETTLEMENT AGREEMENT WITH THE DIVISION OF THE STATE FIRE MARSHAL, BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS (BUSTR) FOR THE REMOVAL OF A BURIED DIESEL FUEL TANK AT THE RICHARD RENNEKER WATER TREATMENT PLANT

WHEREAS, the construction contractor for the Richard Renneker Water Treatment Plant Softening Facilities Upgrades neglected to obtain a permit from BUSTR for the removal of a buried fuel tank, failed to have the tank removal work supervised by a certified underground storage tank (UST) installer, and failed to have a UST inspector present during the removal of the tank; and

WHEREAS, the Water and Sewer Department on May 23, 2024 received notification from BUSTR that the work performed by the County's contractor is in violation of Section 3737.88 and 3737.882 of the Ohio Revised Code; and

WHEREAS, the County Sanitary Engineer requests this Board enter into an agreement with the State Fire Marshal, Bureau of Underground Storage Tank Regulations as a compromise between the parties for complete and full settlement of the violations; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Expedited Enforcement Compliance Order and Settlement Agreement with the Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations.

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

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

~~Resolution 2024-06-02 - BUSTR Agreement - Underground Tank Removal~~

cgb

cc:

Jeremy Miller (A - Division of the State Fire Marshall)  
Ed Turner Facilities (file)  
W/S (file)



## Department of Commerce

Division of State Fire Marshal  
Mike DeWine, Governor  
Sheryl Maxfield, Director

May 23, 2024

WARREN COUNTY COMMISSIONERS  
JEREMY MILLER  
406 JUSTICE DRIVE  
LEBANON, OHIO 45036

SITE: DEERFIELD HAMILTON WWTP  
6193 STRYKER RD  
MAINEVILLE OH  
WARREN COUNTY  
FACILITY #: 83002210-V00002

Dear Mr. Mr. Miller:

The State Fire Marshal, Bureau of Underground Storage Tank Regulations (BUSTR) conducted a compliance inspection of the underground storage tank (UST) system at the above referenced facility on May 07, 2024. The inspection was conducted after receiving a report of an illegal underground storage tank removal on December 7, 2022. The inspection confirmed the 2500-gallon diesel tank was no longer present. Attached is a copy of the notice of UST facility violation issued May 15, 2024, specifying the deficiencies. BUSTR requires you complete an after the fact removal permit for administrative purposes, the certified contractor/inspector violation cannot be remedied, and you must pay the monetary penalty included in this notice.

The State Fire Marshal, Bureau of Underground Storage Tank Regulations (BUSTR), has authority under Sections 3737.88 and 3737.882 of the Ohio Revised Code ("ORC") to issue citations and orders and to pursue civil penalties for violations of underground storage tank regulations. However, BUSTR encourages the expedited settlement of easily verifiable violations, such as those in the enclosed Notice of Violations, by agreeing to settlement terms that include expedited correction of the violation and payment of a monetary assessment.

**You may resolve the cited violations quickly by signing and returning the enclosed Settlement Agreement and paying the monetary assessment within 30 days of the issuance of the Compliance Order. You must also correct the violations within the specified time listed in the Compliance Order.** The Settlement Agreement is binding on BUSTR and the Owner/Operator upon final approval by the State Fire Marshal. Upon final approval of the Settlement Agreement, a copy of which will be returned to you, BUSTR will take no further action against you for the violations cited in the Notice of Violation.

If you do not return the Settlement Agreement along with payment of the assessment within 30 days after issuance, the Compliance Order will be withdrawn without prejudice to BUSTR's ability to file additional enforcement actions for the above or any other violations. Failure to return the Settlement Agreement within the approved time does not relieve you of the responsibility to comply fully with the regulations, including correcting the violations that have been specifically identified in the Notice of Violations. If BUSTR pursues other enforcement mechanisms to correct the violation(s), ORC 3737.882 authorizes pursuing a civil penalty



## Department of Commerce

Division of State Fire Marshal  
Mike DeWine, Governor  
Sheryl Maxfield, Director

amount.

By the terms of the Settlement Agreement, and upon the State Fire Marshal's final approval of the Settlement Agreement, you waive the opportunity for a hearing pursuant to ORC 3737.882(D). BUSTR will treat any response to the citation, other than acceptance of the Settlement Offer, as an indication that the recipient is not interested in pursuing this expedited settlement procedure.

Should you agree to settle this matter as described, you must complete the enclosed two (2) copies of the Settlement Agreement and return both copies to the address listed on the settlement agreement with a certified or cashier's check in the amount of \$2250.00 no later than June 23, 2024.

To ensure proper handling, mail all materials to the attention of "Patricia Bulzan, BUSTR-Enforcement-Section". One fully executed copy of the settlement agreement will be returned to you.

Please note that, unless changed in writing by the State Fire Marshal, this settlement will bind your agents and successors, and its terms cannot be avoided by a transfer of ownership.

If you have any questions please contact me, in the BUSTR Enforcement Section, at (614) 752-7125.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Bulzan".

Patricia Bulzan  
Enforcement Coordinator

cc: Enforcement file

**EXPEDITED ENFORCEMENT  
COMPLIANCE ORDER AND SETTLEMENT AGREEMENT**

**PART I COMPLIANCE ORDER**

On May 07, 2024, an authorized representative of the Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("SFM/BUSTR") inspected the Deerfield Hamilton facility located at 6193 Stryker Rd, Maineville, Ohio, to determine compliance with the Underground Storage Tank ("UST") regulations promulgated under Ohio Revised Code ("ORC") 3737.88. The Owner / Operator of this facility is Jeremy Miller. During said inspections, the violations listed in the Notice of Violation, a copy of which is attached hereto and incorporated herein, were found. The corresponding monetary assessments, as authorized by ORC Sections 3737.88(A) and 3737.882(C), are listed on the attached Invoice and total \$2250.00.

**The Owner/Operator of the above facility is hereby ordered to pay the assessment of \$2250.00, no later than June 23, 2024, and to submit the removal permit as set forth in the attached Notice of Violation by taking the following corrective measures by July 23, 2024:**

1. OAC 1301:7-9-10(C) Failure to obtain a permit to perform UST work.
2. OAC 1301:7-9-10(D)(OPT.1) Failure to have permit related work properly supervised by a Certified UST Installer.
3. OAC 1301:7-9-10(D)(OPT.2) Failure to have permit related work properly inspected by an UST Inspector.

This Compliance Order is issued solely with reference to the Settlement Agreement in Part II of this form. If the Settlement Agreement is not returned in correct form and the violations abated as set forth by the Owner/Operator of the UST facility described above by June 23, 2024, and July 23, 2024, respectively, this Compliance Order is hereby withdrawn, without prejudice to SFM/BUSTR's ability to pursue any enforcement action for the violations found in the Notice of Violation or any and all other violations as may be deemed appropriate by the State Fire Marshal.

I have personally reviewed the attached Notice of Violation and find the Owner/Operator of the above-described UST facility to be in violation of the UST regulations referenced therein.



Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
on behalf of Kevin Reardon, State Fire Marshal

May 23, 2024

Date

---

**PART II SETTLEMENT AGREEMENT**

The Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("SFM/BUSTR") offers this Settlement Agreement under its expedited enforcement procedures in order to settle the violations of law described in Notice of Violation, a copy of which is attached hereto and incorporated herein, subject to the following terms and conditions:

The Owner/Operator of the UST Facility described in Part I above shall complete two (2) copies of this Settlement Agreement and return them with a certified or cashier's check made payable to "Treasurer, State of Ohio" for the total amount of the assessment found in Part I above to:

DIVISION OF STATE FIRE MARSHAL  
BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS  
ENFORCEMENT SECTION  
PO BOX 687  
REYNOLDSBURG, OH 43068-9009

The certified or cashier's check shall have the following reference, "Facility Tracking Number: 83002210-V00002".

The Owner/Operator of the UST Facility shall comply with Part I of this Compliance Order and Settlement Agreement by the deadlines set forth therein, and submit to the above address evidence of the correction of the alleged violations to the attention of the Enforcement Section. In addition, the Owner/Operator shall include with this evidence the following certification, "I certify that the information contained in or accompanying this certification is true, accurate and complete."

Upon final approval by the State Fire Marshal, the SFM/BUSTR will take no further action against the Owner/Operator of the UST Facility for the violations described in the attached Notice of Violation and referenced in the Compliance Order above. The SFM/BUSTR does not waive any right to enforce the UST regulations, or any other regulation or statute not described in the Compliance Order for any other past, present or future violations.

Upon final approval by the State Fire Marshal, the Owner/Operator knowingly and voluntarily waives the opportunity for a hearing and/or appeal pursuant to Ohio Revised Code 3737.882(D) regarding the violations and assessment(s) described in the above Compliance Order.

Upon final approval by the State Fire Marshal, it is agreed by the parties that this Settlement Agreement is made as a compromise between the parties for the complete and full settlement of their claims, differences and causes of action with respect to only those violations and assessments described in the Compliance Order, Part I above.

Upon final approval by the State Fire Marshal, it is agreed that the terms of this Settlement Agreement are binding to the parties hereto, their agents, assigns and successors in interest.

The Owner/Operator, by signing below, knowingly and voluntarily waives any objection to the jurisdiction of the SFM/BUSTR with respect to the Compliance Order and this Settlement Agreement and consents to the State Fire Marshal's final approval of this Settlement Agreement without further notice. Further, by signing below, the Owner/Operator certifies that she/he has full authority to enter into this Settlement Agreement and enters into this Settlement Agreement with the intent to be legally bound by its terms.

This Settlement Agreement is effective upon final approval by the State Fire Marshal as evidenced by the State Fire Marshal's signature below. Upon final approval of this Settlement Agreement, the SFM/BUSTR shall mail a copy of the approved Settlement Agreement to the Owner/Operator signing below.

The Owner/Operator hereby understands that this Settlement Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below in compliance with the terms of this Settlement Agreement. If the parties fail to reach agreement on or fail to comply with the terms of this Settlement Agreement, the Compliance Order and this Settlement Agreement shall become null and void without prejudice to the SFM/BUSTR's right to take further enforcement action for the violations described on the attached Notice of Violation and in the Compliance Order.

**SIGNATURE BY THE OWNER OR OPERATOR:**

\_\_\_\_\_  
Legal or Corporate Name of the Owner/Operator

\_\_\_\_\_  
Printed Name of Person Signing and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FINAL APPROVAL BY THE STATE FIRE MARSHAL:**

\_\_\_\_\_  
Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
on behalf of Kevin Reardon, State Fire Marshal

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
*Kathryn M. Horvath*  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

**EXPEDITED ENFORCEMENT  
COMPLIANCE ORDER AND SETTLEMENT AGREEMENT**

**PART I COMPLIANCE ORDER**


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**The Owner/Operator of the above facility is hereby ordered to pay the assessment of \$2250.00, no later than June 23, 2024, and to submit the removal permit as set forth in the attached Notice of Violation by taking the following corrective measures by July 23, 2024:**

1. OAC 1301:7-9-10(C) Failure to obtain a permit to perform UST work.
2. OAC 1301:7-9-10(D)(OPT.1) Failure to have permit related work properly supervised by a Certified UST Installer.
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This Compliance Order is issued solely with reference to the Settlement Agreement in Part II of this form. If the Settlement Agreement is not returned in correct form and the violations abated as set forth by the Owner/Operator of the UST facility described above by June 23, 2024, and July 23, 2024, respectively, this Compliance Order is hereby withdrawn, without prejudice to SFM/BUSTR's ability to pursue any enforcement action for the violations found in the Notice of Violation or any and all other violations as may be deemed appropriate by the State Fire Marshal.

I have personally reviewed the attached Notice of Violation and find the Owner/Operator of the above-described UST facility to be in violation of the UST regulations referenced therein.

  
 \_\_\_\_\_  
 Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
 on behalf of Kevin Reardon, State Fire Marshal

May 23, 2024

\_\_\_\_\_  
 Date

**PART II SETTLEMENT AGREEMENT**

The Division of the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("SFM/BUSTR") offers this Settlement Agreement under its expedited enforcement procedures in order to settle the violations of law described in Notice of Violation, a copy of which is attached hereto and incorporated herein, subject to the following terms and conditions:

The Owner/Operator of the UST Facility described in Part I above shall complete two (2) copies of this Settlement Agreement and return them with a certified or cashier's check made payable to "Treasurer, State of Ohio" for the total amount of the assessment found in Part I above to:

DIVISION OF STATE FIRE MARSHAL  
 BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS  
 ENFORCEMENT SECTION  
 PO BOX 687  
 REYNOLDSBURG, OH 43068-9009

The certified or cashier's check shall have the following reference, "Facility Tracking Number: 83002210-V00002".



The Owner/Operator of the UST Facility shall comply with Part I of this Compliance Order and Settlement Agreement by the deadlines set forth therein, and submit to the above address evidence of the correction of the alleged violations to the attention of the Enforcement Section. In addition, the Owner/Operator shall include with this evidence the following certification, "I certify that the information contained in or accompanying this certification is true, accurate and complete."

Upon final approval by the State Fire Marshal, the SFM/BUSTR will take no further action against the Owner/Operator of the UST Facility for the violations described in the attached Notice of Violation and referenced in the Compliance Order above. The SFM/BUSTR does not waive any right to enforce the UST regulations, or any other regulation or statute not described in the Compliance Order for any other past, present or future violations.

Upon final approval by the State Fire Marshal, the Owner/Operator knowingly and voluntarily waives the opportunity for a hearing and/or appeal pursuant to Ohio Revised Code 3737.882(D) regarding the violations and assessment(s) described in the above Compliance Order.

Upon final approval by the State Fire Marshal, it is agreed by the parties that this Settlement Agreement is made as a compromise between the parties for the complete and full settlement of their claims, differences and causes of action with respect to only those violations and assessments described in the Compliance Order, Part I above.

Upon final approval by the State Fire Marshal, it is agreed that the terms of this Settlement Agreement are binding to the parties hereto, their agents, assigns and successors in interest.

The Owner/Operator, by signing below, knowingly and voluntarily waives any objection to the jurisdiction of the SFM/BUSTR with respect to the Compliance Order and this Settlement Agreement and consents to the State Fire Marshal's final approval of this Settlement Agreement without further notice. Further, by signing below, the Owner/Operator certifies that she/he has full authority to enter into this Settlement Agreement and enters into this Settlement Agreement with the intent to be legally bound by its terms.

This Settlement Agreement is effective upon final approval by the State Fire Marshal as evidenced by the State Fire Marshal's signature below. Upon final approval of this Settlement Agreement, the SFM/BUSTR shall mail a copy of the approved Settlement Agreement to the Owner/Operator signing below.

The Owner/Operator hereby understands that this Settlement Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below in compliance with the terms of this Settlement Agreement. If the parties fail to reach agreement on or fail to comply with the terms of this Settlement Agreement, the Compliance Order and this Settlement Agreement shall become null and void without prejudice to the SFM/BUSTR's right to take further enforcement action for the violations described on the attached Notice of Violation and in the Compliance Order.

**SIGNATURE BY THE OWNER OR OPERATOR:**

\_\_\_\_\_  
Legal or Corporate Name of the Owner/Operator

\_\_\_\_\_  
Printed Name of Person Signing and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FINAL APPROVAL BY THE STATE FIRE MARSHAL:**

\_\_\_\_\_  
Lori Stevens, Esq., BUSTR Assistant Division Counsel,  
on behalf of Kevin Reardon, State Fire Marshal

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
*Kathryn M. Horvath*  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**



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

**406 Justice Drive, Lebanon, Ohio 45036**

**[www.co.warren.oh.us](http://www.co.warren.oh.us)**

**[commissioners@co.warren.oh.us](mailto: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 30, 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 16, 2024, meeting.

David G. Young – present

Shannon Jones – present

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the July 16, 2024 meeting were read and approved.

- 24-0948      A resolution was adopted hiring Kelley Wilson, as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0949      A resolution was adopted hiring Jaelyn Pancake, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0950      A resolution was adopted hiring Lynette Richardson, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0951      A resolution was adopted hiring Leanne Day as Business Manager within Warren County Facilities Management. Vote: Unanimous
- 24-0952      A resolution was adopted hiring Delaney Wicks as Custodial Worker I within the Warren County Facilities Management Department, Vote: Unanimous
- 24-0953      A resolution was adopted hiring Jessica Anderson as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division. Vote: Unanimous

MINUTES  
JULY 30, 2024  
PAGE 2

- 24-0954 A resolution was adopted hiring Trenton Buckler as Wastewater Treatment Plant Technician, with the Warren County Water and Sewer Department. Vote: Unanimous
- 24-0955 A resolution was adopted rehiring Kayelee Carman as Foster Care Caseworker I within Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0956 A resolution was adopted approving the end of a 365-day probationary period and pay increase for Michael Morris within the Facilities Management Department. Vote: Unanimous
- 24-0957 A resolution was adopted approving the end of a 365-day probationary period and pay increase for Jenna Bour within the Water and Sewer Department. Vote: Unanimous
- 24-0958 A resolution was adopted accepting the resignation of Annaliese Poweleit, Foster Care Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective August 2, 2024. Vote: Unanimous
- 24-0959 A resolution was adopted accepting the resignation of Chelsae Fisco, Foster Care Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective August 2, 2024. Vote: Unanimous
- 24-0960 A resolution was adopted accepting the resignation of Tiffany Kitchen, Foster Care Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective July 26, 2024. Vote: Unanimous
- 24-0961 A resolution was adopted accepting the resignation of Paige Barton, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 26, 2024. Vote: Unanimous
- 24-0962 A resolution was adopted accepting the resignation of Danielle L. A. White, Emergency Communications Operator, within the Warren County Emergency Services Department, effective July 17, 2024. Vote: Unanimous
- 24-0963 A resolution was adopted advertising for bids for the purchase of two (2) Ford F550 4x4 Super Duty Trucks for the Warren County Engineer's Office. Vote: Unanimous
- 24-0964 A resolution was adopted approving Notice of Intent to Award Bid to Barrett Paving Materials Inc. for the FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm CDBG Project. Vote: Unanimous
- 24-0965 A resolution was adopted awarding the bid to MT. Orab Chrysler Dodge Jeep Ram for the purchase of Two (2) Handicap Upfit 2024 Chrysler Voyager LX Vans and Two (2) Standard 2024 Chrysler Voyager LX Vans. Vote: Unanimous

MINUTES  
JULY 30, 2024

PAGE 3

- 24-0966 A resolution was adopted entering into a Master Service Agreement with Stantec Consulting Services Inc. for Waterline and Sanitary Sewer Design Services for 2024-2026. Vote: Unanimous
- 24-0967 A resolution was adopted approving the emergency repair of the Belt Filter Press #2 located at the Lower Little Miami Wastewater Treatment Plant.  
Vote: Unanimous
- 24-0968 A resolution was adopted entering into agreement and addendum with Adolescent Oasis, Inc. relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 24-0969 A resolution was adopted approving addenda to agreement with Choices, Inc. relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 24-0970 A resolution was adopted approving agreements and addendums with various providers relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 24-0971 A resolution was adopted approving addenda to agreement with Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY) relative to home placement and related services on behalf of Warren County Children Services.  
Vote: Unanimous
- 24-0972 A resolution was adopted approving amendment No. 1 to the Subgrant Agreement with Wood County Department of Job and Family Services and the Child Welfare Fellowship Project parties on behalf of Warren County Children Services. Vote: Unanimous
- 24-0973 A resolution was adopted authorizing the issuance of a credit card for use by the Warren County Clerk of Courts. Vote: Unanimous
- 24-0974 A resolution was adopted accepting a quote and entering into a services agreement with Timeclock Plus, LLC (TCP) on behalf of Emergency Services.  
Vote: Unanimous
- 24-0975 A resolution was adopted to erect stop signs on Union Road (CR 33) at the intersection of Manchester Road (CR 104) so that said intersection functions as Four (4) – Way Stop Intersection. Vote: Unanimous
- 24-0976 A resolution was adopted entering into agreement with Sunrise Cooperative Inc. for a 2,000-gallon double wall tank for diesel fuel and a 1,000-gallon double wall tank for unleaded gasoline and to provide corresponding fuel on behalf of Warren County Engineer's Office. Vote: Unanimous
- 24-0977 A resolution was adopted entering into contract with Donnellon McCarthy on behalf of Warren County Human Services. Vote: Unanimous

MINUTES  
JULY 30, 2024

PAGE 4

- 24-0978 A resolution was adopted approving and authorizing the President of this Board to execute an agreement with the Warren County Educational Services Center for the FY2024-2025 Truancy Program on behalf of Warren County Juvenile Court. Vote: Unanimous
- 24-0979 A resolution was adopted approving and authorizing the President of this Board to execute an agreement with the Warren County Educational Services Center for the FY2024-2025 Parent Success Program on behalf of Warren County Juvenile Court. Vote: Unanimous
- 24-0980 A resolution was adopted entering into a Youth Worksite Agreement on behalf of OhioMeansJobs Warren County. Vote: Unanimous
- 24-0981 A resolution was adopted entering into Classroom Training Agreements on behalf of OhioMeansJobs Warren County. Vote: Unanimous
- 24-0982 A resolution was adopted entering into a Maintenance Agreement with Millennium Business Systems on behalf of Warren County Solid Waste District. Vote: Unanimous
- 24-0983 A resolution was adopted authorizing the President of the Board to sign the Task Completion Report for Central Square Technology (FKA TriTech Software Systems) on behalf of Warren County Telecommunications. Vote: Unanimous
- 24-0984 A resolution was adopted authorizing acceptance of quote from Mobilcomm, Inc on behalf of Warren County Telecommunications. Vote: Unanimous
- 24-0985 A resolution was adopted declaring various of items from Board of Elections, Child Support Enforcement Agency, Common Pleas Court, County Court, Drug Task Force, Engineer, Facilities Management, Garage, Juvenile, Mary Haven, Prosecutor's Office, Soil and Water, Telecom, Water & Sewer, and Workforce Investment Board as surplus and authorize the disposal of said items through internet auction. Vote: Unanimous
- 24-0986 A resolution was adopted acknowledging approval of financial transactions. Vote: Unanimous
- 24-0987 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-0988 A resolution was adopted approving a street and appurtenances bond reduction for Headwaters Capital, LTD. For completion of improvements in Clearcreek Reserve Situated in Clearcreek Township. Vote: Unanimous
- 24-0989 A resolution was adopted approving various record plats. Vote: Unanimous
- 24-0990 A resolution was adopted approving an appropriation adjustment from Commissioners General Fund #11011110 into Common Pleas Court Fund #11011223. Vote: Unanimous

- 24-0991 A resolution was adopted approving an appropriation adjustment from Commissioners General Fund #11011110 into Juvenile Court Fund #11011240. Vote: Unanimous
- 24-0992 A resolution was adopted approving appropriation adjustment from Commissioners General Fund #11011110 into Facilities Management Fund #11011600. Vote: Unanimous
- 24-0993 A resolution was adopted approving an appropriation adjustment within Telecommunications Department #11012810. Vote: Unanimous
- 24-0994 A resolution was adopted approving requisitions and authorizing the County Administrator to sign documents relative thereto. Vote: Unanimous
- 24-0995 A resolution was adopted 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. Vote: Unanimous
- 24-0996 A resolution was adopted authorizing the President of the Board to enter into a purchase-sale agreement with temporary lease-back option with Eric Fields for the acquisition of real property located at 2355 Greentree Road Vote: Unanimous

#### DISCUSSIONS

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

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Patrick Woodside, Frost, Brown, and Todd, was present to discuss the refinancing of revenue bonds for the Great Miami Valley YMCA, including the Atrium YMCA located in Warren County. Mr. Woodside stated this is strictly a federal tax requirement for private activity bonds in order to extend the maturity of the original bonds issued.

Upon further discussion, the Board resolved (Resolution #24-0995) 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.

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On motion, upon unanimous call of the roll, the Board entered into executive session at 9:07 a.m. to discuss the acquisition of property pursuant to Ohio Revised Code Section 121.22(G)(2) and

MINUTES  
JULY 30, 2024  
PAGE 6

pending litigation with legal counsel present pursuant to Ohio Revised Code Section 121.22(G)(3) exited at 9:54 a.m.

Upon further discussion, the Board resolved (Resolution #24-0996) authorizing the President of the Board to enter into a purchase-sale agreement with temporary lease-back option with Eric Fields for the acquisition of real property located at 2355 Greentree Road.

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Upon motion the meeting was adjourned.

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David G. Young, President

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Tom Grossmann

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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 30, 2024, in compliance with Section 121.22 O.R.C.

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

# WARREN COUNTY AUDITOR

406 JUSTICE DRIVE, LEBANON, OHIO 45036



## Signature Authorization Form For Payroll Functions

Department: WARREN COUNTY WATER AND SEWER DEPT

Three-Character Department Code: WAT

Date: 8/5/2024

Approved by: \_\_\_\_\_  
Signature of Elected Official or Board of Directors Resolution Attached

The following employees are authorized for the corresponding payroll responsibility listed below:

1. Authorized to sign payroll vouchers and vacation/sick leave pay out form:

JODI DAVIS, MICHAEL ZEIHNER, JANET LUNDY, CHRIS BRAUSCH

Jodi Davis M-ZCC Michael Zeiher Janet Lundy Chris Brausch

2. Authorized to sign payroll maintenance forms:

JODI DAVIS, MICHAEL ZEIHNER, RHONDA DAY

Jodi Davis M-ZCC Rhonda Day

3. Authorized to request Munis user permissions:

JODI DAVIS, MICHAEL ZEIHNER, RHONDA DAY

Jodi Davis M-ZCC Rhonda Day





**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: STEPHEN JOHNSON DEPARTMENT: JUVENILE DETENTION

\*POSITION: SGT. DATE: 08/05/2024

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:

OJDSA ANNUAL CONVENTION - FOR JUVENILE DETENTION WORKERS

LOCATION:

EMBASSY SUITES / 2700 CORPORATE EXCHANGE DR. / COLUMBUS OH 43231

DATE(S): SEPTEMBER 12 & 13, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR       PRIVATE VEHICLE      OTHER

LODGING: EMBASSY SUITES

ESTIMATED COST OF TRIP: \$1300 for all employees

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]*      8/5/24  
Signature/Title      Date  
Court Administrator

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:

DOMINIQUE KING / GIAMA THOMAS / WILLIAM GREEN / NICHOLAS BOVA / MELINDA CALLAHAN

RECEIVED



**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: Melissa Perduk DEPARTMENT: Juvenile Court

\*POSITION: CASA Director DATE: 8/5/24

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 CASA Conference

LOCATION:

Hyatt Regency Downtown Columbus

DATE(S): September 25-27, 224

TYPE OF TRAVEL: (Check one)

- AIRLINE
- STAFF CAR
- PRIVATE VEHICLE
- OTHER

LODGING: Hyatt Regency

ESTIMATED COST OF TRIP: \$300 per person

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] 8/5/24  
Signature/Title Court Administrator 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:

Laurie Mitroff & Rachel Gasparraj (Staff) & 10 CASA volunteers



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

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\*NAME OF ATTENDEE: Kyra Raimey DEPARTMENT: Domestic Relations Court

\*POSITION: Magistrate DATE: 8-5-24

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 Magistrates Fall Conference 2024

LOCATION:

Columbus, Ohio

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

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE       OTHER

LODGING: Polaris Hilton

ESTIMATED COST OF TRIP: 1200.00- mileage, registration, hotel, food

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]      8-5-24  
Signature/Title      Date  
Court Administrator

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,  
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: Sydney Renner DEPARTMENT: EMA

\*POSITION: EMA Operations Manager DATE: 8/5/2024

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:  
Requesting to attend the Emergency Management Association of Ohio's (EMAO) Winter Conference.

LOCATION:  
Salt Fork Lodge and Conference Center (14755 Cadiz Road, Lore City OH 43755)

DATE(S): December 4th - 6th, 2024

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

LODGING: Salt Fork Lodge (14755 Cadiz Road, Lore City OH 43755)

ESTIMATED COST OF TRIP: \$1,106.00 (See attached estimated cost breakdown)

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:  
*Melissa Brown / Director* 8-5-2024  
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:  
Frances Ficke's, LEPC / Grants Coordinator, cost is included in the estimate above.



**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: 08/05/24

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:  
SEPTEMBER 2024 WEBINAR  
ZONING ROUNDTABLE

LOCATION:  
406 JUSTICE DRIVE  
LEBANON, OH 45036

DATE(S): 08/21/2024

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:  
*[Signature]* Director 8/8/24  
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:

08/08/24 10:03  
00000006



**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: 08/05/24

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:  
AUGUST 2024 WEBINAR  
UNDERSTANDING OHIO'S LINE FENCE LAW

LOCATION:  
406 JUSTICE DRIVE  
LEBANON, OH 45036

DATE(S): 08/21/2024

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:

*Ray Dratt* Director 8/8/24  
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:

\_\_\_\_\_

RECEIVED 08/08/24

RECEIVED 08/08/24



**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 Stickle DEPARTMENT: Records Center

\*POSITION: Archival Assistant DATE: 8/8/2024

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:

Oral History Association Annual Meeting/Conference

LOCATION:

Cincinnati Netherland Plaza, 35 West Fifth Street  
Cincinnati, Ohio

DATE(S): October 30-November 2

TYPE OF TRAVEL: (Check one)

AIRLINE  STAFF CAR  PRIVATE VEHICLE  OTHER

LODGING: Paid for by Conference Scholarship

ESTIMATED COST OF TRIP: \$70 for gas reimbursement

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:

Jenna Director 8/8/2024  
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:

\_\_\_\_\_