



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

406 Justice Drive, Lebanon, Ohio 45036

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

November 7, 2023

- #1 *Clerk — General*
- #2 9:00 *Recognize Colleen Chamberlain, Retired Mental Health Recovery Board Executive Director*
- #3 9:15 *PUBLIC HEARING— Continuation to Consider Text Amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County*
- #4 9:45 *Work Session—Chris Brausch, Sanitary Engineer, Relative to W.O. Brisben Corporation Request to Continue Reimbursement Provisions in Hamilton Township for an Additional 3 Years*
- #5 10:30 *Work Session—2024 Budget*

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

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M

M

M

Resolution adopted this day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	LJB INC	ENG. STEPHENS RD BRIDGE REPLACEMENT PROJ	\$ 34,789.89 Decrease

11/7/2023 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

November 7, 2023

Approve the minutes of October 31, 2023, meeting.

PERSONNEL

- 1. Amend Resolution #23-1379 to reflect correct start date for Brian Simpson within W/S*
- 2. Hire Kelley Hester as Protective Services Caseworker II within Children Services*
- 3. Accept resignation due to retirement of Tiffany Zindel and Tina Osborne within the Commissioners' Office*
- 4. Authorize posting of the "Emergency Communications Supervisor" position within Emergency Services*

GENERAL

- 5. Establish monthly department healthcare chargeback rates effective January 1, 2024*
- 6. Authorize changes to the Warren County Healthcare Plan effective January 1, 2024*
- 7. Approve personal day off with pay "Dave's Day for Life" policy for the 2024 Annual Blood Draw Screening Program for County Employees*
- 8. Approve personal day off with pay policy for the 2024 "Day for Wellness" Points Program*
- 9. Approve Wellness Incentive HSA Program for program year 2024*
- 10. Authorize 2024 renewal verification with United Healthcare*
- 11. Accept proposal from Tokio Marine HCC for Stop Loss Coverage effective January 1, 2024*
- 12. Authorize Change Order Forms from OptumRx effective January 1, 2024*
- 13. Approve Notice of Intent to Award Bid to Larry Smith Incorporated for the Pekin Road at 123 Watermain Replacement Project*
- 14. Enter into agreement with Miami University on behalf of Children Services*
- 15. Enter into agreement with Wood County Department of Job and Family Services and the Child Welfare Fellowship Project Parties on behalf of Children Services*
- 16. Approve contract with Clark County Board of Commissioners on behalf of Juvenile Court*
- 17. Enter into classroom training agreement with Bick's Driving School of Eastern Cincinnati on behalf of OhioMeansJobs Warren County*
- 18. Acknowledge receipt of October 2023 Financial Statement*
- 19. Acknowledge payment of bills*

FINANCIAL

- 20. Accept amended certificates and approve supplemental appropriations for the Mason Morrow Millgrove Bridge Project Fund 4456 and Lodging Tax 1% Fund 2231*
- 21. Approve supplemental appropriation within Sheriff's Office 2267*
- 22. Approve appropriation adjustment from Commissioners' 11011110 into Common Pleas 11011223, Sheriff's 11012200, and Juvenile Detention 11012600*
- 23. Approve appropriation adjustments within Prosecutor, Common Pleas, Juvenile Court, Sheriff's Office, Building and Zoning, Emergency Services, Human Services, Solid Waste, Children Services, and Water Revenue*

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

November 7, 2023

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Appoint representative to serve on the Are 12 Workforce Development Board
2. Issue a Request for Qualifications and appoint a review committee for the procurement of engineering services for the design of ion exchange treatment at the RAR Wastewater Treatment Plant

APPOINTMENT OF REPRESENTATIVE TO SERVE ON THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution 05-121 on February 1, 2005, which approved the Area 12 Workforce One Investment Board; and

WHEREAS thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Warren County, Ohio that the following individual be appointed to the Area 12 Workforce Development Board as designated below:

<u>Name of Board Member</u>	<u>Workforce-Community Based Organization</u>	<u>Term</u>
Jennifer Pitman (to fill unexpired term of Jerica Kruse)	OOD (Opportunities for Ohioans with Disabilities)	11/1/22 – 6/30/25

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 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Appointment file
Workforce Investment Board (file)
Area 12 WDB Executive Director
L. Lander

ISSUE A REQUEST FOR QUALIFICATIONS AND APPOINT A REVIEW COMMITTEE FOR THE
PROCUREMENT OF ENGINEERING SERVICES FOR THE DESIGN OF ION EXCHANGE
TREATMENT AT THE RICHARD RENNEKER WATER TREATMENT PLANT

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, Warren County recognizes the need to construct improvements at the Richard Renneker Water Treatment Plant that will enable the County to meet the USEPA proposed national drinking water standard for per- and polyfluoroalkyl substances (PFAS); and

WHEREAS, Section 153.65-71 of the Ohio Revised Code further identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, the County Sanitary Engineer recommends that the County issue a request for qualifications for engineering design services and the appointment of a review committee comprised of up to six members including the Sanitary Engineer, Deputy Sanitary Engineer, Staff Engineer(s), Water Treatment Superintendent, and Water Treatment Chief Operator(s); and

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and direct the Water & Sewer Department to issue a request for qualifications for the procurement of engineering services for the design of ion exchange treatment at the Richard Renneker Water Treatment Plant and appoint the committee comprised of the aforementioned members to review the submittals.

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 November 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

MINUTES: Regular Session – October 31, 2023

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

The Board met in regular session pursuant to adjournment of the October 24, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the October 24, 2023, meeting were read and approved.

- 23-1433 A resolution was adopted to amend resolution #23-1322, adopted October 12, 2023, to reflect the correct start date for Marquita Hoskins within Warren County Department of Job and Family Services, Children Services Division.
Vote Unanimous
- 23-1434 A resolution was adopted to rescind resolution #23-1348 which authorized the hiring of Mackenzie Henry as Protective Services Caseworker I within Warren County Department of Job and Family Services, Children Services Division.
Vote Unanimous
- 23-1435 A resolution was adopted to authorize internal posting of the “Training Supervisor” position, within the Emergency Services Department, in accordance with Warren County Personnel Policy Manual, Section 2.02(A). Vote Unanimous
- 23-1436 A resolution was adopted to advertise for public hearing #1 for Fiscal Year 2024 Community Development Block Grant Program. Vote Unanimous
- 23-1437 A resolution was adopted to approve notice of intent to award bid to W.E. Smith Construction for the Lower Springboro Road Drilled Pier Wall Project.
Vote Unanimous

- 23-1438 A resolution was adopted to enter into contract with Bansal Construction Inc for the Wilmington Road and Clarksville Road Intersection Warning Device Project. Vote Unanimous
- 23-1439 A resolution was adopted to approve the agreement and addendum with City of Refuge DBA One Way Farm, relative to home placement and related services on behalf of Warren County Children Services. Vote Unanimous
- 23-1440 A resolution was adopted to approve and enter into a Memorandum of Understanding (MOU) with Hope's Closet on behalf of the Warren County Department of Human Services. Vote Unanimous
- 23-1441 A resolution was adopted to approve the amended Warren County Prevention, Retention, and Contingency Plan (PRC) for the Warren County Department of Human Services, dated October 31, 2023. Vote Unanimous
- 23-1442 A resolution was adopted to approve and authorize the President of this Board to sign the Healthy Aging Grant agreement between Warren County Board of Commissioners and Ohio Department of Aging. Vote Unanimous
- 23-1443 A resolution was adopted to declare various items from the Board of Developmental Disabilities, Engineer's Office, Facilities Management, Probate Court, Recorder's Office, and Soil & Water as surplus and authorize the disposal of said items through internet auction. Vote Unanimous
- 23-1444 A resolution was adopted to acknowledge payment of bills. Vote Unanimous
- 23-1445 A resolution was adopted to transfer performance bond to a maintenance bond for CFPN Ohio, LLC for completion of performance of construction of improvements for Right of Way Dedication Encore Drive situated in Turtlecreek Township. Vote Unanimous
- 23-1446 A resolution was adopted to approve a street and appurtenances (including sidewalks) bond reduction for CFPN Ohio, LLC for completion of performance of construction of improvements and enter into the maintenance security for C5 Encore Logistics Center, Section One, situated in Turtlecreek Township. Vote Unanimous
- 23-1447 A resolution was adopted to approve various record plats. Vote Unanimous
- 23-1448 A resolution was adopted to approve appropriation decreases within Board of Elections Fund #11011301. Vote Unanimous
- 23-1449 A resolution was adopted to approve supplemental appropriations into Board of Elections Funds #11011300 and #11011301. Vote Unanimous

- 23-1450 A resolution was adopted to approve supplemental appropriation into Commissioners General Fund #11011110. Vote Unanimous
- 23-1451 A resolution was adopted to approve appropriation adjustments within Board of Elections Funds #11011301 and #11011300. Vote Unanimous
- 23-1452 A resolution was adopted to approve appropriation adjustment with Warren County Garage Fund #11011620. Vote Unanimous
- 23-1453 A resolution was adopted to approve appropriation adjustment from Court Services #11011223 into Common Pleas #11011220. Vote Unanimous
- 23-1454 A resolution was adopted to approve appropriation adjustment within Grants Administration Fund #2261 – Pass Through Grants. Vote Unanimous
- 23-1455 A resolution was adopted to approve appropriation adjustment within Warren County Garage Rotary Fund #6619. Vote Unanimous
- 23-1456 A resolution was adopted to approve requisitions and authorize the County Administrator to sign documents relative thereto. Vote Unanimous
- 23-1457 A resolution was adopted to waive the water tap fees for the City of Middletown Fire Station No.82. Vote Unanimous
- 23-1458 A resolution was adopted to appoint Susan Walther, Deputy County Administrator to the Warren County Regional Planning Commission as alternate to Commissioner Shannon Jones. Vote Unanimous
- 23-1459 A resolution was adopted to create a new Tourism and Economic Development Support Fund #2213. Vote Unanimous
- 23-1460 A resolution was adopted to enter into a consulting agreement with Empire Weather Consulting on behalf of the Warren County Engineer's Office. Vote Unanimous

DISCUSSIONS

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

Joel King, Warren County Career Center Superintendent, was present along with Cathy McMonigle, Treasurer, and Bobbie Grice, School Board member, to provide an update on the Warren County Career Center and the expansion of services they propose if the permanent improvement levy is approved on the November 7th ballot.

Mr. King provided a video of the student's "why" relative to attending the career center and then stated the following information:

- Permanent improvement levy is for the purpose of constructing a new high school building along with furnishings for each lab
- Construction being co-funded with a 25% grant from the State of Ohio
- Currently turning away students due to lack of capacity
- Adding 4 or 5 new programs
- Centralize all High School programs.
- Double th capacity of the Adult Education program by adding day classes in the former High School Building
- Offering new customized training from companies during the day to the Adult Education curriculum

On motion, upon unanimous call of the roll, the Board entered into executive session at 9:35 a.m. to discuss pending litigation with legal counsel present pursuant to Ohio Revised Code Section 121.22 (G) (3) and exited at 10:06 a.m.

Tammy Whitaker, Benefits Administrator, was present along with Faith Stone, Administrative Assistant, Alison Ruehlmann and Steve Ashe, Hub Horan for a work session relative to the 2024 Benefits Renewal.

Mrs. Ruehlmann presented the attached PowerPoint presentation providing a historical analysis of plan costs vs. trend as well as a recap of the changes made during the 2023 renewal. She reviewed the 2024 total cost projections as well as the IRS requirement to increase to the required deductible minimum from \$3000/\$6000 to \$3200/\$6400. She then stated the recommendation to increase the minimum deductible to \$3500/\$7000 which will provide an estimated \$358,000 decrease in total county cost.

There was discussion relative to the request to increase the deductible more than the required minimum. Upon discussion, the Board agreed to the requested increase.

There was discussion relative to Stop Loss renewal, the hiring of a company to provide an outside audit of dependents, and a review of the prescription plan utilization. The Board also discussed the dental, vision, and life insurance renewals.

On motion, upon unanimous call of the roll, the Board entered into executive session at 11:39 a.m. to discuss pending litigation with legal counsel present pursuant to Ohio Revised Code Section 121.22 (G) (3) and exited at 12:06 a.m.

Upon motion the meeting was adjourned.

Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 31, 2023, in compliance with Section 121.22 O.R.C.

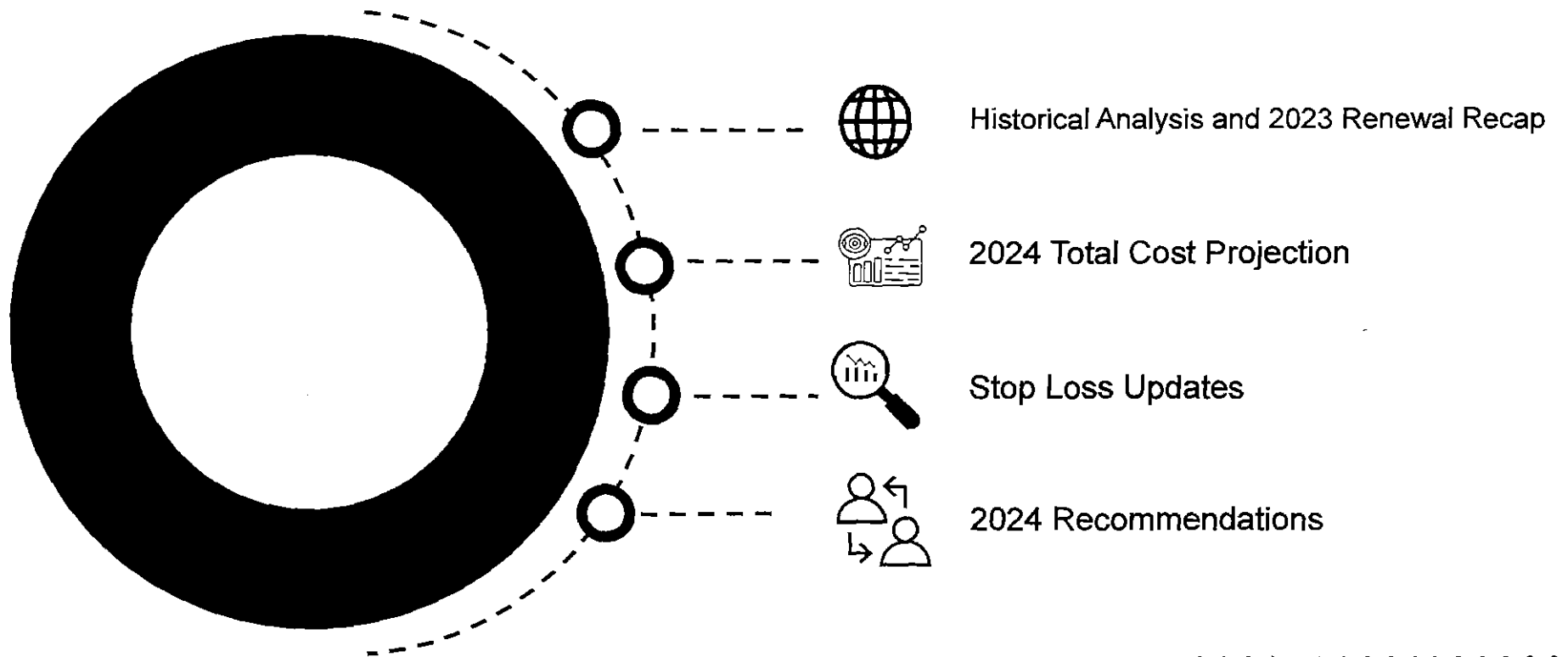
Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

Warren County Government 2024 Benefits Renewal Recommendations

October 24, 2023



Agenda Topics

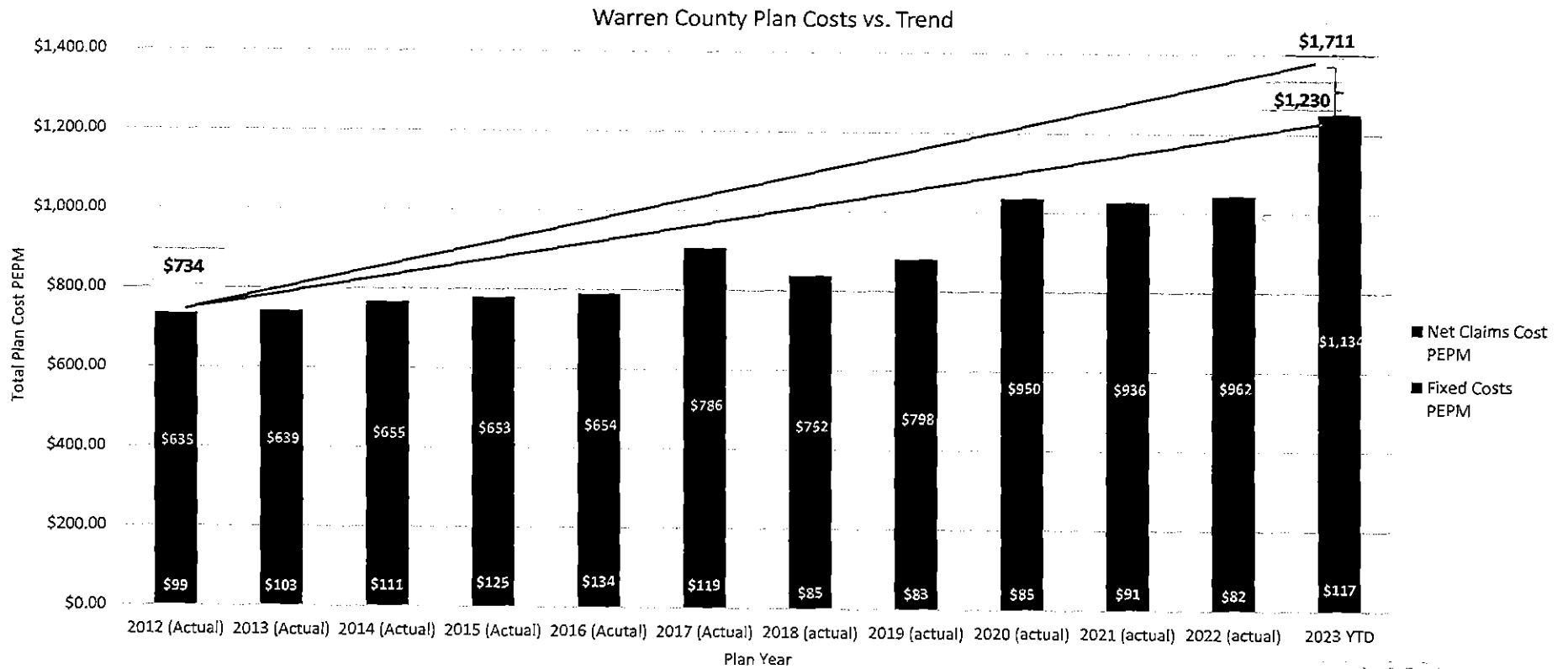


Historical Analysis and 2026



Historical Analysis – Plan Costs vs. Trend

Cumulative 11 Year Cost Difference between market trend and actual costs: \$32M, averaging \$2.9M/year



2023 Renewal Recap

Medical/Rx:

- ✓ UHC admin rate hold with \$45K wellness in funds
- ✓ Aligned single/family deductibles and out of pocket maximums
- ✓ Implemented 4-tier contribution strategy
- ✓ Implemented HSA contribution incentive as part of current wellness program
- ✓ Implemented expanded Rx preventive medication list (no member cost share to members)

Stop Loss:

- ✓ 9.2% (\$31K) increase to premium
 - ❖ Specific Stop Loss Deductible increased from \$250K to \$300K
 - ❖ Original renewal: 47% (\$160K) increase to premium
- ✓ Lasered liability of \$850K for one large claimant (thru August 2023, claims at \$224K)

Dental:

- ✓ Increased dental annual maximum from \$1000 to \$1500 per person
 - ✓ 41 members (2%) utilized between \$1,000 - \$1,499
 - ✓ 20 members (1%) have reached \$1,500 annual maximum

Vision:

- ✓ Increased frame allowance from \$130 to \$170

2024 Total Cost Projection



2024 Total Projected Costs

Suggested Increase to Departments on Budget Memo: 4% increase

Total Budget includes – assuming no plan changes

- ✓ Administration (medical/dental/vision)
- ✓ Stop loss premium
- ✓ Expected claims (does not take into account increased Rx rebates)
- ✓ Health savings account (HSA) employer contributions
- ✓ Purchased/consulting services

	2023	2024
Total Costs	\$11,823,000*	\$12,622,540*
% Increase	-	7%
\$ Increase	-	\$799,540

*2023-year end budget estimated \$1.37M exceeding budget (\$13,193,000)

*2024 budget now anticipated \$13,228,848 (11% increase over 2023 budgeted amount)

Strategies to follow on following slides to assist with meeting estimated 7% rate increase (plan design changes, cost share, Rx programming changes, etc.)

2024 Fixed Medical Renewal

UHC Administration

4% increase to admin rates based off 2023 contract

✓ Equates to approximately \$20K annual increase

Stop Loss

10.2% (\$37K) increase to current premium

✓ Alternate, competitive options available

Stop Loss Updates



Stop Loss Request for Proposal

Goal: Leverage competitive pricing to ensure County receives advantageous premium and liability

HUB HORAN received nine declined to quotes for uncompetitive rates and 3 quotes including incumbent

Renewal includes Experience Refund Program, providing premium credit at end of year dependent on performance

		Current	Renewal	HCC Alternate
Specific Stop Loss Deductible		\$300,000	\$300,000	\$325,000
Aggregating Specific Deductible		\$350,000	\$350,000	\$350,000
Lasers		1 @ \$850K	1 @ \$500K	1 @ \$500K
Spec. Composite Rate	849	\$30.91	\$34.33	\$29.78
Agg. Composite Rate	849	\$4.64	\$4.85	\$4.95
Total Annual Stop Loss Costs		\$363,842	\$401,007	\$355,530
Stop Loss \$ Change From Current		-	\$37,165	(\$8,312)
Stop Loss % Change From Current		-	10.2%	-2.3%

		Current	Renewal	One80 Intermediates	SA Benefits
Specific Stop Loss Deductible		\$300,000	\$300,000	\$300,000	\$300,000
Aggregating Specific Deductible		\$350,000	\$350,000	\$350,000	\$350,000
Lasers		1 @ \$850K	1 @ \$500K	1 @ \$850K	1 @ \$875K
Spec. Composite Rate	849	\$30.91	\$34.33	\$32.38	\$30.92
Agg. Composite Rate	849	\$4.64	\$4.85	\$3.86	\$3.88
Total Annual Stop Loss Costs		\$363,842	\$401,007	\$370,949	\$356,222
Stop Loss \$ Change From Current		-	\$37,165	\$7,107	(\$7,620)
Stop Loss % Change From Current		-	10.2%	2.0%	-2.1%

Stop Loss Historical Insights

Stop Loss Premiums vs. Reimbursements

Average Stop Loss Ratio over last 12 years remains 66%

- ✓ Adding Aggregating Specific in 2018 has helped save the County over \$1.8M in fixed premium the last 5.5 years
- ✓ National Trend for Stop Loss: 18-23% year over year

Year - Carrier	Specific Ded. Level	Aggregating Specific	TOTAL Stop Loss Premium	Total Reimbursement	Total Loss Ratio	# of Claims Over Specific
2011 - CDB/HM Life	\$150,000	N/A	\$695,732	\$1,616,076	232.3%	8
2012 - UHC	\$200,000	N/A	\$393,026	\$95,268	24.2%	2
2013 - UHC	\$200,000	N/A	\$456,825	\$202,178	44.3%	3
2014 - UHC	\$200,000	N/A	\$527,478	\$47,015	8.9%	1
2015 - UHC	\$200,000	N/A	\$620,814	\$163,855	26.4%	3
2016 - Optum	\$200,000	N/A	\$639,644	\$172,227	26.9%	4
2017 - Optum	\$250,000	N/A	\$621,960	\$252,571	80.7%	1
2018 - Tokio Marine	\$250,000	\$300,000	\$271,051	\$0	0%	1
2019 - Tokio Marine	\$250,000	\$350,000	\$253,802	\$0	0%	0
2020 - Tokio Marine	\$250,000	\$350,000	\$282,490	\$0	0%	4
2021 - Tokio Marine	\$250,000	\$350,000	\$336,606	\$0	0%	3
2022 - Tokio Marine	\$250,000	\$350,000	\$336,834	\$1,195,576	354%	2
2023 (thru Aug) - TM	\$300,000	\$350,000	\$241,824	\$0	0%	1
Average:	-		\$436,776	\$288,059	66%	

Recommendations



Medical Plan Recommendations

Evaluate deductible/out of pocket maximum for both plans

Proposed plan design provides estimated \$358K decrease in total costs to County

- ✓ Due to HDHP minimum deductible thresholds set by IRS, base plan will need to increase deductible from \$3,000/\$6,000 to \$3,200/\$6,400 to remain compliant

Current:	Base	Buy-Up	Proposed:	Base	Buy-Up
Deductible - Single	\$3,000	\$1,750	Deductible - Single	\$3,500	\$2,000
Deductible - Family	\$6,000	\$3,500	Deductible - Family	\$7,000	\$4,000
Out - of - Pocket Maximum - Single	\$6,000	\$3,500	Out - of - Pocket Maximum - Single	\$7,000	\$4,000
Out - of - Pocket Maximum - Family	\$12,000	\$7,000	Out - of - Pocket Maximum - Family	\$14,000	\$8,000

Proposed plan design changes keep buy-up plan within benchmark:

- ✓ Monthly employee cost share significantly rich compared to benchmark

	Warren County Proposed Buy Up Plan	Warren County Proposed Base Plan	State	Industry (Public Sector)
Employee Monthly Contribution	\$86 (15%) \$259 (15%)	\$0 (0%) \$0 (0%)	\$130 (25%) \$539 (35%)	\$102 (18%) \$429 (24%)
Deductible	\$2,000/\$4,000	\$3,500/\$7,000	\$3,000/\$6,000	\$3,000/\$6,000
Out of Pocket Maximum	\$4,000/\$8,000	\$7,000/\$14,000	\$4,500/\$9,000	\$4,000/\$8,000

Medical Plan Cost Share Recommendation

4% increase to Total Rates / Keep current cost % split the same as today

Buy-up HSA										
		Current			January 1, 2024 Renewal					
Tier	Enrollment	Current Total Rate	EE Rate (\$)	EE Rate (%)	Renewal Total Rate	EE Rate (\$)	EE Rate (%)	EE Rate \$ Δ	EE Rate % Δ	Annual EE \$ Change
Single	158	\$576.22	\$86.43	15%	\$599.27	\$89.89	15%	\$3.46	4.0%	\$41.49
Employee + Spouse	65	\$1,296.49	\$194.47	15%	\$1,348.35	\$202.25	15%	\$7.78	4.0%	\$93.35
Employee + Child	60	\$1,008.39	\$151.26	15%	\$1,048.73	\$157.31	15%	\$6.05	4.0%	\$72.61
Family	102	\$1,728.66	\$259.30	15%	\$1,797.81	\$269.67	15%	\$10.37	4.0%	\$124.47
Buy-up HSA Cost										
Summary	Current	Renewal	\$ Change	% Change						
Employee Cost	\$741,848	\$771,524	\$29,675	4.0%						
Employer Cost	\$4,203,848	\$4,372,010	\$168,163	4.0%						

Base HSA										
		Current			January 1, 2024 Renewal					
Tier	Enrollment	Current Total Rate	EE Rate (\$)	EE Rate (%)	Renewal Total Rate	EE Rate (\$)	EE Rate (%)	EE Rate \$ Δ	EE Rate % Δ	Annual EE \$ Change
Single	211	\$530.73	\$0.00	0%	\$551.96	\$0.00	0%	\$0.00	0.0%	\$0.00
Employee + Spouse	58	\$1,194.14	\$0.00	0%	\$1,241.90	\$0.00	0%	\$0.00	0.0%	\$0.00
Employee + Child	83	\$928.78	\$0.00	0%	\$965.94	\$0.00	0%	\$0.00	0.0%	\$0.00
Family	116	\$1,592.19	\$0.00	0%	\$1,655.88	\$0.00	0%	\$0.00	0.0%	\$0.00
Base Cost Summary										
Summary	Current	Renewal	\$ Change	% Change						
Employee Cost	\$0	\$0	\$0	-						
Employer Cost	\$5,316,323	\$5,528,988	\$212,665	4.0%						

Total Cost Summary

	Current	Renewal	\$ Change	% Change
Employee Cost	\$741,848	\$771,524	\$29,675	4.0%
Employer Cost	\$9,520,171	\$9,900,998	\$380,827	4.0%

Medical Plan Cost Share Recommendation

7% increase to Total Rates / Keep current cost % split the same as today

Buy-up HSA										
Tier	Enrollment	Current			January 1, 2024 Renewal					
		Current Total Rate	EE Rate (\$)	EE Rate (%)	Renewal Total Rate	EE Rate (\$)	EE Rate (%)	EE Rate \$ Δ	EE Rate % Δ	Annual EE \$ Change
Single	158	\$576.22	\$86.43	15%	\$616.56	\$92.48	15%	\$6.05	7.0%	\$72.60
Employee + Spouse	65	\$1,296.49	\$194.47	15%	\$1,387.24	\$208.08	15%	\$13.61	7.0%	\$163.35
Employee + Child	60	\$1,008.39	\$151.26	15%	\$1,078.98	\$161.85	15%	\$10.59	7.0%	\$127.06
Family	102	\$1,728.66	\$259.30	15%	\$1,849.67	\$277.45	15%	\$18.15	7.0%	\$217.81
Buy-up HSA Cost Summary										
	<u>Current</u>	<u>Renewal</u>	<u>\$ Change</u>	<u>% Change</u>						
Employee Cost	\$741,848	\$793,778	\$51,929	7.0%						
Employer Cost	\$4,203,848	\$4,498,117	\$294,269	7.0%						

Base										
Tier	Enrollment	Current			January 1, 2024 Renewal					
		Current Total Rate	EE Rate (\$)	EE Rate (%)	Renewal Total Rate	EE Rate (\$)	EE Rate (%)	EE Rate \$ Δ	EE Rate % Δ	Annual EE \$ Change
Single	211	\$530.73	\$0.00	0%	\$567.88	\$0.00	0%	\$0.00	0.0%	\$0.00
Employee + Spouse	58	\$1,194.14	\$0.00	0%	\$1,277.73	\$0.00	0%	\$0.00	0.0%	\$0.00
Employee + Child	83	\$928.78	\$0.00	0%	\$993.79	\$0.00	0%	\$0.00	0.0%	\$0.00
Family	116	\$1,592.19	\$0.00	0%	\$1,703.64	\$0.00	0%	\$0.00	0.0%	\$0.00
Base Cost Summary										
	<u>Current</u>	<u>Renewal</u>	<u>\$ Change</u>	<u>% Change</u>						
Employee Cost	\$0	\$0	\$0	-						
Employer Cost	\$5,316,323	\$5,688,466	\$372,143	7.0%						

Total Cost Summary

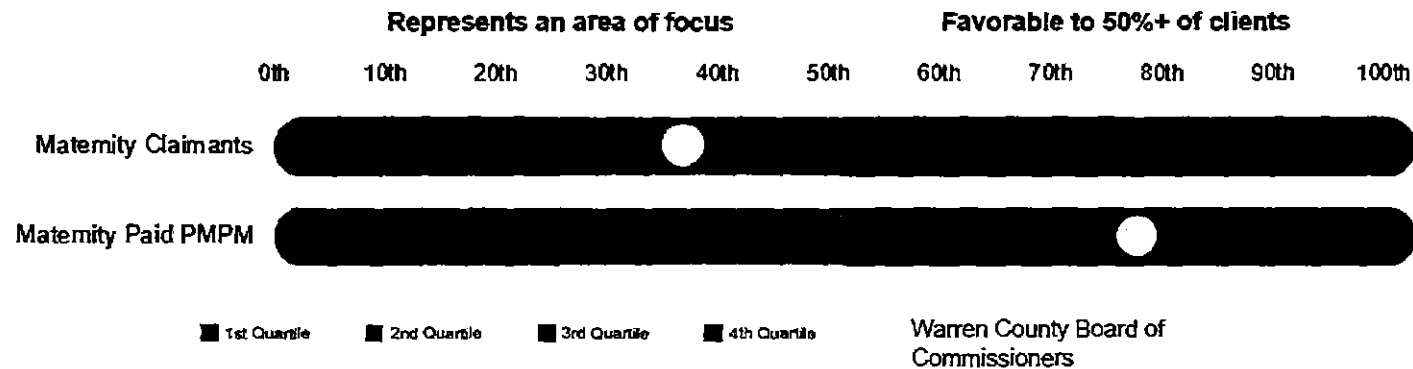
	<u>Current</u>	<u>Renewal</u>	<u>\$ Change</u>	<u>% Change</u>
Employee Cost	\$741,848	\$793,778	\$51,929	7.0%
Employer Cost	\$9,520,171	\$10,186,583	\$666,412	7.0%

Medical Plan Recommendations

Implement Neonatal Resource Services through UHC

Designed to reduce neonatal intensive care costs for infants admitted to a NICU or special care nursery

- ✓ Provide clinically guided support with the goal of delivering quality outcomes, lower treatment costs and faster time to pregnancy
- ✓ \$1,700 case rate will be charged to plan only when a birth qualifies for the resource needs of the program



NRS has a 99% member satisfaction rate and a demonstrated ROI of 2.5:1 driven by a 6% reduction in length of stay, 6% reduction in NICU related costs, and 30% reduction in readmission rates.

Audit Recommendation

Execute Dependent Eligibility Audit utilizing 3rd party (BMI)

Total audit costs: \$15,210, with projected savings within \$246K - \$618K

- ✓ Fiduciary responsibility to operate according to the terms in the plan documents (including enrollment and eligibility provisions)
- ✓ Increases employee accountability for their benefit elections

Pricing Includes:

- Setup + configuration
- 484 households enrolled in medical*
- Dedicated project manager
- 24/7 access to employee + employer portal
- Multi-lingual, in-house call center
- All postage costs
- Document submission via mail, fax, or web portal
- Spousal surcharge/ carve-out
- Appeals phase
- Post Audit employee resources

Assuming 1,075 enrolled dependents with an average cost of \$5,725 per year:

Savings Scenarios	Ineligible Dependents	Potential Annual Savings
Below Average (4%)	43	\$246,175
Average (5-7%)	54 -75	\$309,150 - \$429,375
Above Average (8-10%)	86 -108	\$492,350 - \$618,300

Rx Plan Utilization Update

Rx plan spend has increased \$57.44 Per Member Per Month compared to 2022 (Year to Date); however, expected rebates anticipated \$450K over minimum rebate guarantee

Rationale:

- ✓ High-cost members and treatments that were not on plan in 2022
- ✓ Disease prevalence now closer to benchmark after being very low compared to benchmark in previous year
- ✓ More prescriptions/increased days' supply
- ✓ Increased diabetic spend:
 - ❖ Implementation of expanded preventive drug list (\$235K increase in overall spend)
 - ❖ Supply shortages resolved
 - ❖ Marketing of GLP-1 medications and other new medications being released

Top Drugs by Plan Paid Increase				
Time Period:	Jan 22 - Aug 22	Jan 23 - Aug 23		
Drug	Paid Amount	Paid Amount	Increase	Claimants
Verzenio	\$0	\$125,139	\$125,139	1
Aubagio	\$0	\$79,182	\$79,182	1
Adempas	\$0	\$78,053	\$78,053	1
Evryydi	\$0	\$62,531	\$62,531	1
Cimzia	\$0	\$51,576	\$51,576	1
Lenvima	\$0	\$47,483	\$47,483	1
			Total: \$443,964	

6 newly utilized drugs account for almost \$450K in new specialty spend alone

Rx Plan Recommendation

Evaluation of Expanded Preventive Drug List Cost Share



Option for estimated \$125K cost reduction to County:

- ✓ Rx claims bypass deductible
- ✓ Applicable member copays apply
 - ❖ \$10 copay for generics
 - ❖ \$35 for preferred brand
 - ❖ \$50 for non-preferred brand drugs

	Common Utilizers Previous Time Period	Common Utilizers Current Time Period
# Utilizers	512	512
#Rxs	3,683	4,491
Rxs PMPM	0.24	0.29
Total Drug Cost PMPM	\$29.50	\$49.72
Total Plan Paid PMPM	\$18.44	\$49.20

Total cost of these specific drugs increased \$20.22 PMPM

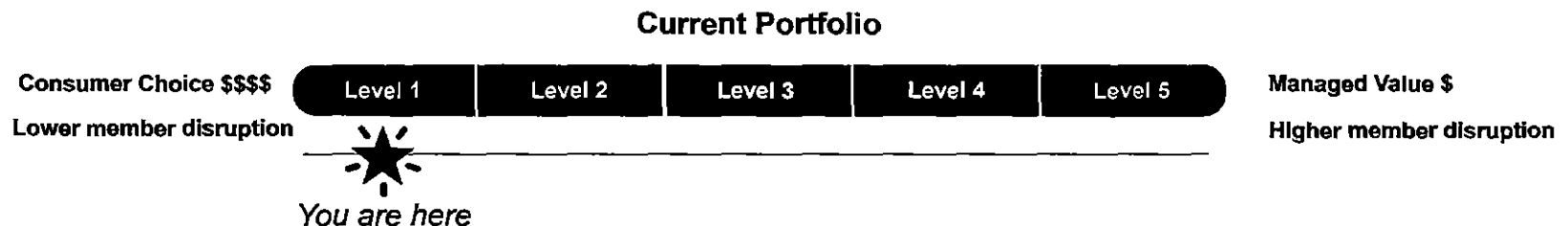
HDHP Preventive Drug List Spend Facts:

- While 190 members dropped from utilization, 274 new members came on, nearly doubling the cost.
- Of the 274, only 29 are new to the plan while 245 are new to therapy – meaning either new diagnosis OR member had a condition but weren't filling drugs to take care of condition.
- Same people that were on the plan utilizing Rx's last year compared to this year are filling 22% more Rx's.

Rx Plan Recommendation

Explore OptumRx programs with minimal member impact

1. Specialty Standards
 - ✓ Estimated \$94K savings
 - ✓ Infuses several specialty-focused strategies to reduce specialty spend and increase clinical rigor, resulting in:
 - ❖ Preferred lower cost products
 - ❖ Optimized dispensing and oversupply prevention
2. Review My Care
 - ✓ Estimated \$53K savings
 - ✓ Targeted specialty evaluation to deliver actionable interventions and drive savings



Future Rx Plan Opportunities

Evaluate Specialty Pharmacy carveout

Remove high-cost drugs off County plan by leveraging direct manufacturer's assistance and international pharmacy options

- ✓ Projected Year 1 savings: \$1.4MM - \$1.8MM (almost 50% of total Rx spend)

Considerations:

- ✓ Currently in 3-year contract with OptumRx
- ✓ Current Optum plan is very open – specialty carveout more on the aggressive end of solutions

Ancillary Benefits



Dental Request for Proposal

Market Results

HORAN evaluated dental market, executing a Request for Proposal for 2024 effective date for ASO services.

ASO fees remain financially advantageous renewing with DCPG

- ✓ Rate guarantee also extended thru 1/1/2026

	INCUMBENT	RENEWAL	MetLife	SDC	Delta Dental	UHC
	PPO	PPO	PPO	PPO	PPO	PPO
Annual Premium	\$32,868	\$32,868	\$51,165	\$35,607	\$41,523	\$34,511
<i>Difference from Current</i>	n/a	0.0%	55.7% (\$18,297)	8.3% (\$2,739)	26.3% (\$8,655)	5% (\$1,643)

DCPG still remains largest network for Warren County membership – moving carriers could cause additional disruption

- ✓ 94% of subscribers utilized in-network DCP providers in last 12 months

- ❖ In-network dentists within:

- 5 miles of County: 32
- 10 miles of County: 120+

- ✓ 88% of dentists utilized remain in-network with DCP

- ❖ Upon addition of Sun Life dental network, additional dentists will be considered in-network come 2024

Carrier	In-Network	Percentage
Delta Dental	311	88%
DCP	297	84%
Superior Dental Care	292	83%
MetLife	220	62%
UHC	197	56%

Dental Request for Proposal


Future Opportunities

Increasing out of network benefit will provide comparable reimbursement level for both in-network and out-of-network providers

- ✓ Current out of network benefit: OON provider match (patient pays difference for what is charged and what DCP would pay for in-network service)
- ✓ Enhanced OON reimbursement provides member increased benefit with minimal expected claim impact (6%, \$33K) increase

When You visit a:	In-Network Provider	Current OON Provider Match	Option 1 OON Provider 800	Option 2 OON Provider 900	Option 3 OON Provider 90 th UCR
Visit Charged by Dentist	\$236.00	\$236.00	\$236.00	\$236.00	\$236.00
Exam	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
Cleaning	\$101.00	\$101.00	\$101.00	\$101.00	\$101.00
Bitewing X-rays	\$76.00	\$76.00	\$76.00	\$76.00	\$76.00
Fee DCPG/SL Will Pay Dentist	\$137.28	\$137.28	\$174.84	\$196.68	\$236.00
Exam	\$34.32	\$34.32	\$44.04	\$50.05	\$59.00
Cleaning	\$60.32	\$60.32	\$76.08	\$86.45	\$101.00
Bitewing X-rays	\$42.64	\$42.64	\$54.72	\$62.18	\$76.00
Member Co-insurance Percentage	0%	0%	0%	0%	0%
Patient Pays					
Remaining Benefit Maximum (\$1,500 basis)	\$1,362.72	\$1,362.72	\$1,325.16	\$1,301.32	\$1,234.00

HORAN recommends moving to 90th UCR percentile. Reimbursement amount determined by what 90% of dentists in zip code will accept as full payment



Minnesota Life – Basic Life/AD&D

Rate guarantee extended thru 12/31/2026

EyeMed– Vision

Rate guarantee thru 12/31/2025

Claims projected to decrease \$52K

Dental Care Plus - Dental

Rate guarantee thru 12/31/2025

Claims projected to decrease \$20K

APPENDIX



Dental Request for Proposal

Background and Current Situation

- In June 2019, Dental Care Plus (DCP) was acquired by DentaQuest which historically focused on the Medicare/Medicaid and individual plan marketplace, causing frustration among membership.
- HORAN executed Request for Proposal and ultimately, County decided to remain with DCPG due to negotiations to decrease administrative rates, performance guarantees, and ultimately a larger network compared to competition.
- County changed plan design, removing HMO plan option and replacing with full PPO to provide members with out of network reimbursement options.
- Regardless of ASO fees, members still experiencing frustration with out of network reimbursement process, dentists leaving the DCPG network, and administrative hiccups.
- HORAN evaluated dental market, executing a Request for Proposal for 2024 effective date for ASO services.

Financials Year to Date (and Year over Year)

2023 YTD:

	Enrolled Employees	Admin	Stop Loss	Medical	Rx	Total Claims
Jan-23	847	\$40,707	\$30,284	\$591,408	\$265,867	\$857,275
Feb-23	845	\$40,611	\$30,185	\$693,118	\$272,829	\$965,947
Mar-23	848	\$40,755	\$30,104	\$427,832	\$312,145	\$739,977
Apr-23	846	\$40,659	\$29,972	\$789,735	\$310,368	\$1,100,103
May-23	846	\$40,659	\$30,136	\$832,062	\$327,694	\$1,159,756
Jun-23	850	\$40,851	\$30,237	\$542,468	\$303,099	\$845,567
Jul-23	853	\$46,794	\$30,353	\$677,839	\$316,843	\$994,682
Aug-23	859	\$41,284	\$30,553	\$670,339	\$357,733	\$1,028,072
Total	6,794	\$ 332,320	\$241,824	\$5,224,801	\$2,466,579	\$7,691,380
Average EEs	849		Less Estimated Specific Reimbursements (\$300,000):			\$0

2022 YTD:

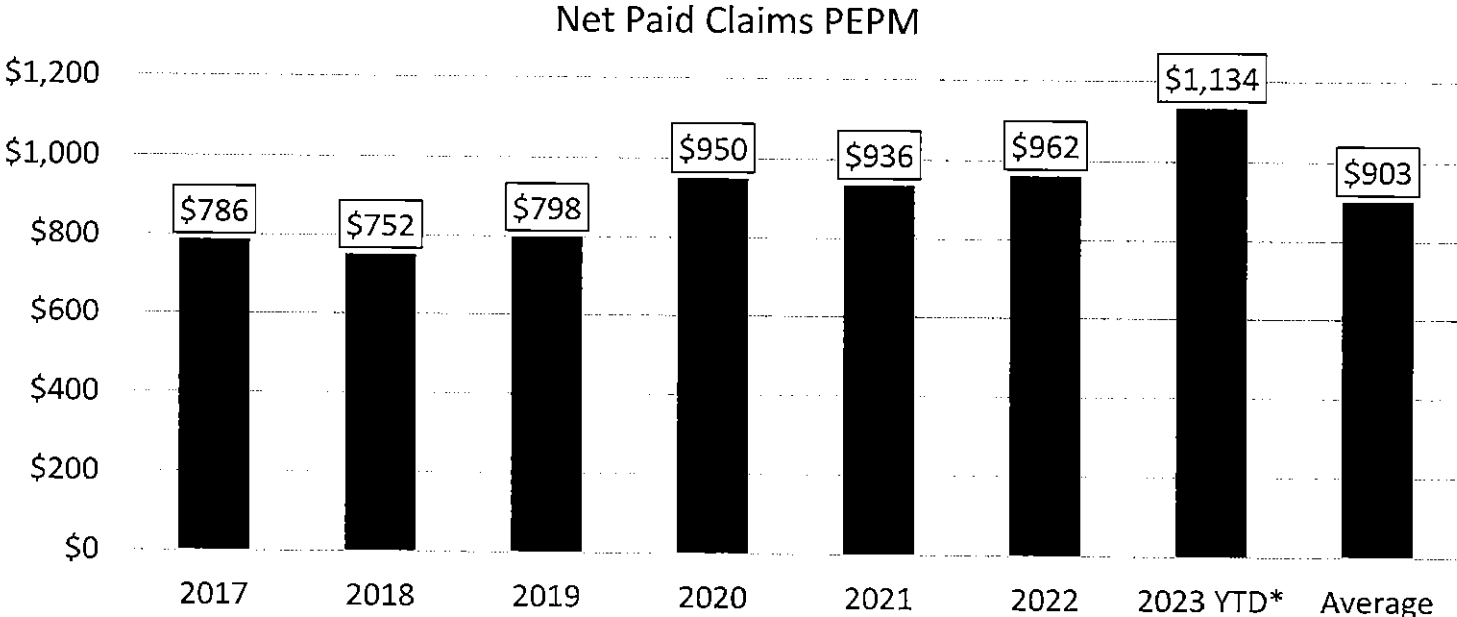
	Employees	Administration	Stop Loss	Medical	Rx	Total
Jan-22	864	\$41,524	\$28,604	\$1,073,353	\$147,794	\$1,221,148
Feb-22	864	\$41,524	\$28,664	\$498,189	\$133,300	\$631,489
Mar-22	858	\$41,235	\$28,480	\$561,689	\$197,774	\$759,463
Apr-22	852	\$40,947	\$28,327	\$519,313	\$249,622	\$768,935
May-22	845	\$40,611	\$28,009	\$732,266	\$175,215	\$907,481
Jun-22	849	\$40,803	\$28,220	\$476,648	\$217,112	\$693,761
Jul-22	848	\$46,290	\$27,936	\$556,101	\$217,388	\$773,489
Aug-22	843	\$40,851	\$28,027	\$428,127	\$260,897	\$689,024
Total	5,980	\$333,785	\$198,240	\$4,845,687	\$1,599,103	\$6,444,790
Avg. / PEPM	854					
		ISL Loss Ratio (ISL reimbursements / ISL Premium):	477%			\$823,777

Frequency of Large Claimants

Large claimant frequency remains above benchmark expected

Claim Level	Prior Period: 09/01/2021 - 08/31/2022	Current Period: 09/01/2022 - 08/31/2023	Benchmark Expected
\$25,000	72	94	76
\$50,000	35	45	36
\$75,000	19	32	23
\$100,000	11	20	15
\$125,000	8	17	10
\$150,000	4	13	8
\$175,000	3	7	6
\$200,000	2	7	5
\$225,000	2	6	4
\$250,000	2	5	3
\$275,000	2	4	3
\$300,000	2	3	2
\$350,000	2	2	2
\$400,000	1	2	1
\$500,000	1	2	1
\$600,000	1	1	0
\$700,000	1	0	0
\$750,000	1	0	0
\$1,000,000	1	0	0

Net Paid Claims PEPM



NRS Team – Expertise and Expectations

Non-Clinical Support Staff

- Case prep and assignment
- Requests initial clinical information
- Temp to permanent ID merge



Board-certified neonatologists, average 20 years' experience

- Collaborate on plan of care
- Assure timely procedures and proactive discharge planning
- Supportive peer to peer neonatologist discussions
- Review of all readmissions and non-emergent transfer requests
- Develops and maintains clinical guidelines in collaboration with Expert Panel



Specialized NICU UM Nurses, 8 + years' experience

- Collaborate with facility to progress the plan of care and address barriers to discharge
- Incorporate appropriate NRS clinical guidelines
- Daily bed day management to drive appropriate length of stay and apply appropriate level of care
- Facilitate discharge planning
- Referral to CM, if appropriate

Specialized NICU CM Team: Social Workers, Case Managers, and Complex Case Management, 9 + years' experience

- SDoH: address complex emotional and financial challenges
- Assure safety of home environment
- Pediatrician outreach follow-up as needed
- Monitor infant's health status to reduce readmissions
- Provide ongoing support for up to 12 months of age





**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: MICHELLE TEGTMEIER DEPARTMENT: BUILDING/ZONING

*POSITION: DIRECTOR DATE: 11/02/23

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:

WARREN COUNTY TOWNSHIP ASSOCIATION ANNUAL DINNER AND MEETING

LOCATION:

ARMCO PARK 1223 N ST. RT. 741 LEBANON, OH 45036

DATE(S): NOVEMBER 9, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: \$40 DINNER X 2 = \$80.00

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION

[Signature] 11/2/23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

RECEIVED DIRECTOR

NOV 3 '23

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

RAY DRATT



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

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*NAME OF ATTENDEE: MICHELLE TEGTMEIER DEPARTMENT: BUILDING/ZONING

*POSITION: DIRECTOR DATE: 11/02/23

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 OHIO TOWNSHIP ASSOCIATION WINTER CONFERENCE

LOCATION:

HYATT REGENCY COLUMBUS
350 NORTH HIGH STREET, COLUMBUS, OH 43215

DATE(S): FEBRUARY 7-9, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$732.00 (2 NIGHTS, 2 RMS \$366 A PIECE)

ESTIMATED COST OF TRIP: \$982.00 (\$250 SEMINAR, 2 RMS \$732)

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 Tegtmeier 11/2/23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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

RAY DRATT



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*NAME OF ATTENDEE: Bruce McGary** DEPARTMENT: Prosecutor's Office

*POSITION: Assistant Prosecutors DATE: 10/30/2023

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

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

PURPOSE:
2023 OPAA Annual Meeting

LOCATION:
Hilton Columbus at Easton, 3900 Chagrin Drive, Columbus, OH 43219

DATE(S): December 14-15, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Registration \$250 ea, Parking \$25 ea,

ESTIMATED COST OF TRIP: Mileage (if appl) \$89.90 ea = \$729.80

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:

Bruce McGary 10-31-23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

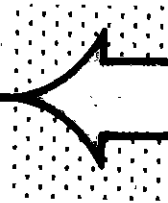
Commissioner Date

Commissioner Date

Commissioner Date

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

**Assistant Prosecutor Anthony Gray Chester





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: David Fornshell DEPARTMENT: Prosecutor's Office

*POSITION: Prosecuting Attorney DATE: 10/30/2023

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

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

PURPOSE:

December 2023 OPAA Legislative and Executive Committee Meetings (12/13/2023) and 2023 OPAA Annual Meeting (12/14/2023-12/15/2023)

LOCATION:

Hilton Columbus at Easton, 3900 Chagrin Drive, Columbus, OH 43219

DATE(S): December 13-15, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Registration \$425, Hotel (2 nights) \$474.70, Parking \$75,

ESTIMATED COST OF TRIP: Mileage (if appl) \$89.90, Meal Per Diem \$160 = \$1,224.60

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:

David Fornshell
Signature/Title Date

10-31-23

BOARD OF COMMISSIONERS' APPROVAL:

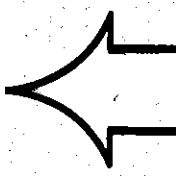
Commissioner Date

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.





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

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*NAME OF ATTENDEE: Teresa Hiatt** DEPARTMENT: Prosecutor's Office

*POSITION: Assistant Prosecutors DATE: 10/30/2023

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

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

PURPOSE:
2023 OPAA Annual Meeting

LOCATION:
Hilton Columbus at Easton, 3900 Chagrin Drive, Columbus, OH 43219

DATE(S): December 14-15, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Registration \$425 ea, Hotel (1 night) \$237.35 ea, Parking \$50 ea,

ESTIMATED COST OF TRIP: Mileage (if appl) \$89.90 ea, Meal Per Diem \$96 ea = \$3,593.00

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Teresa Hiatt 10-31-23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

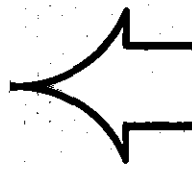
Commissioner Date

Commissioner Date

Commissioner Date

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

**Assistant Prosecutors Adam Nice, Jennifer Nicholson, Travis Vieux



Resolution

**HONOR COLLEEN CHAMBERLAIN
FOR HER MANY YEARS OF DEDICATED SERVICE
IN THE BEHAVIORAL HEALTH FIELD**

WHEREAS, Colleen Chamberlain has served as the Executive Director of the Mental Health Recovery Board serving Warren and Clinton Counties (MHRBWCC) since 2019 and is now retiring; and

WHEREAS, Ms. Chamberlain has over three decades of experience in the behavioral health field, and has helped countless individuals find and navigate needed care for mental health and substance use disorders; and

WHEREAS, before becoming Executive Director, Ms. Chamberlain served MHRBWCC in key leadership positions, managing crisis, criminal justice, community recovery supports, and spearheaded the creation of the Crisis Intervention Team for local law enforcement; and

WHEREAS, through her work she has remained committed to improving the quality of life for so many people struggling with a variety of challenges; and

NOW THEREFORE BE IT RESOLVED, by this Board of County Commissioners, to honor Colleen Chamberlain and recognize her upon her retirement for her many years of dedicated service in the behavioral health field and extend her our sincere appreciation for her work throughout Warren County.

IN WITNESS WHEREOF, we hereunto subscribe our names and caused the seal of Warren County to be affixed at Lebanon this 10th day of October, in the year of our Lord, Two Thousand and Twenty-Three


BOARD OF COUNTY COMMISSIONERS



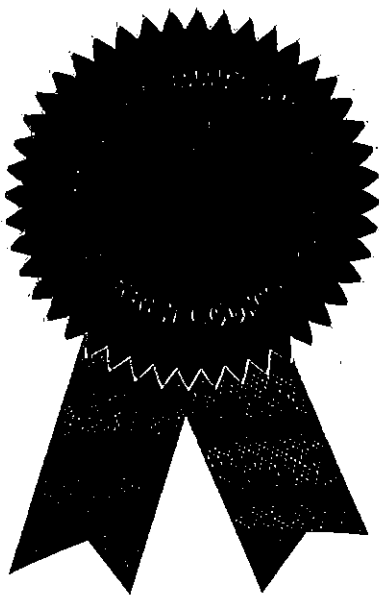
Shannon Jones, President



David G. Young



Tom Grossmann



WARREN COUNTY

ROAD CONSTRUCTION
STANDARDS

Update August 2023

THE COUNTY ENGINEER'S OFFICE AND OUR TOWNSHIPS
ARE SEEING AN INCREASE IN PAVEMENT FAILURES.

OUR THEORIES ON THE POSSIBLE CAUSES INCLUDE:

- Heavier construction vehicles with more axles
- Changes in the performance of asphalt materials
- Proof rolling alone is not always a good indicator of subbase condition
- Developer and homeowner amenities involving irrigation that impact pavement base

OTHER RESOURCES CONSULTED:

LOCAL COUNTY ENGINEER'S OFFICES

- Full Depth Pavement placed on compacted subgrade has been the preferred section in southwest Ohio counties for years
- Other counties are seeing the problems we are experiencing
- Butler County added underdrains to their full depth curb section in recent years to address increased pavement failures

OTHER RESOURCES CONSULTED:

ODOT PAVEMENT DESIGN MANUAL, GEOTECHNICAL ENGINEERS, STUDIES INCLUDING FIELD TESTING

- Across the board, the recommendation is to add granular base with underdrains.
- Undercutting of consistently wet clay soils and backfilling with dry compact fills were once preferred method of stabilization, but this does not always withstand the heavier loads and many axles

OTHER RESOURCES CONSULTED:

CONTRACTOR REVIEW OF A REPRESENTATIVE SUBDIVISION – 3 (OR MORE) SEPARATE REVIEWS, DIFFERENT LOCATIONS

- Increased testing recommended
- Gravel base

PROPOSED CHANGES:

Increase Pavement Section Depth

- Current Section: 8.5" Full Depth Asphalt
- Proposed Section (Low Volume <50 lots):
7.25" Asphalt + 5" Average Depth Granular
Base = 12.25" pavement section
- Proposed Section (High Volume 50 – 250
lots): 8.25" + 6" Average Depth Granular
Base = 14.25" pavement section
- Additional depth and/or stabilized
subgrade as determined by field testing
and observed conditions

PROPOSED CHANGES:

Underdrains

- Shedding of water above the subgrade is vital to long pavement life
- Aggregate Drains may be used on a case-by-case basis along rural street sections to reduce the depth needed in the roadside ditch compared to the depth needed for underdrain outlets

PROPOSED CHANGES:

Additional Field Testing

- Soil borings as determined by the size of the development and USGS soil survey submitted by the Developer with the preliminary plan
- WCEO pre-certified firm to test pavement materials

PROPOSED CHANGES:

Require surface course to be placed as soon as possible

- Reinststate a standard for determining the eligibility for streets to be accepted for public maintenance based on the percentage of lots developed.
 - Real value has been realized having the asphalt surface course being placed earlier in construction. Deterioration is due more to subgrade failure now being addressed with aggregate base

PROPOSED CHANGES:

Maintenance Period

- 2 Year Maintenance Period Begins when two-thirds of the platted residential parcels are developed. (Section 304)

2020 CHANGE:

Video Inspection of Storm Sewers

- Prior to acceptance of storm sewers for public maintenance

NO CHANGE:

\$0 cost for design review or development permit fees

- Area Counties charge review and inspection fees for developments
 - We do not propose this as we prefer to keep the development costs directed to construction of public improvements

PROPOSED PAVEMENT CROSS SECTIONS

STANDARD PAVEMENT DESIGN
SCHEDULE

Classification	Surface	Intermediate	301 Base	304 Base		Total	Demand
Subdivision Local I	1-1/4"	2"	4"	4"	6"	12-1/4"	≤ 50 lots
Subdivision Local II	1-1/4"	2"	5"	5"	7"	14-1/4"	50-250 lots
Subdivision Collector	1-1/2"	2"	5-1/2"	5"	7"	15"	251-400 lots
				D1	D2		

GENERAL NOTES

- For cases of demand >400 lots (equivalent to 4000 ADT), the larger of the Subdivision Collector value, from the above table, and the ODOT Pavement Design value is to be chosen.
- Classification as per Table 1.2.3 in the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities, Warren County, Ohio



**Warren
County
Engineer's
Office**

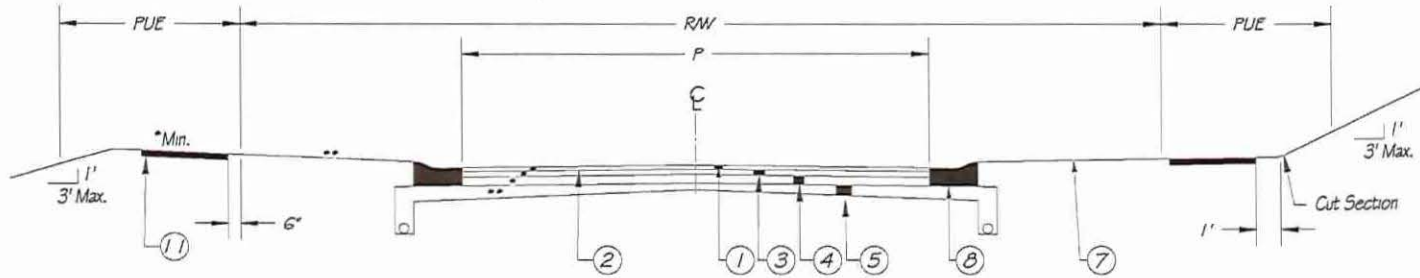
Neil F. Timson, P.E., P.S.
Warren County Engineer
17 1/2 W. Main St.
Lexington, Ohio 45006
614-785-4441 Fax
614-785-4442 Twp

STANDARD PAVEMENT
DESIGN SCHEDULE
Warren County Engineer's Office

WARREN COUNTY
ENGINEER'S OFFICE
DESIGN STANDARDS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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WARREN COUNTY
ENGINEER'S OFFICE
DESIGN STANDARDS

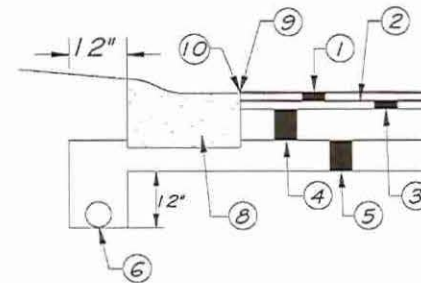


STREET CLASSIFICATION	RW	P	PUE
Local Subdivision Street	50'	24'	10' min
Collector - Residential Urban	60'	36'	10' min

**STANDARD PAVEMENT COMPOSITION
(LOW VOLUME ROADS)**

1. ***ODOT Item 441, Asphalt Concrete Surface Course, Type 1 (44B), PG 64-22.
2. ODOT Item 407, Non-Tracking Tack Coat.
3. ***ODOT Item 441, Asphalt Concrete Intermediate Course, Type 2 (44B), PG 64-22.
4. ***ODOT Item 301, Asphalt Concrete Base, PG 64-22.
5. ***ODOT Item 304, Aggregate Base, Variable Thickness (D1 @ CL, D2 @ EP for P=24')
6. ODOT Item 605, 6" Underdrain OR Aggregate Drain
7. ODOT Item 659, Seeding and Mulching
8. ODOT Item 609, ODOT Type 3 Curb
9. Asphalt Lip $\frac{1}{4}$ " (+/- $\frac{1}{8}$ ") above gutter plate.
10. Joint Sealer to be applied to the face of curb.
11. ODOT Item 608 - 4" Concrete Walk

STANDARD PAVEMENT COMPOSITION



GENERAL NOTES

1. *2.1% Cross Slope
2. **4.2% Cross Slope on Sub-grade
3. ***Item thickness to be determined by Standard Pavement Design Schedule
4. Street Classification as per Official Thoroughfare Plan, Warren County, Ohio Figures A.7, A.13

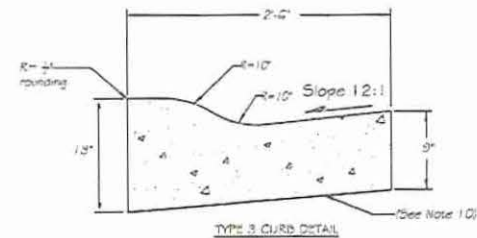
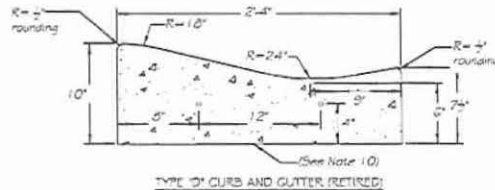
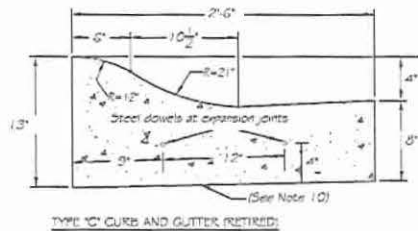
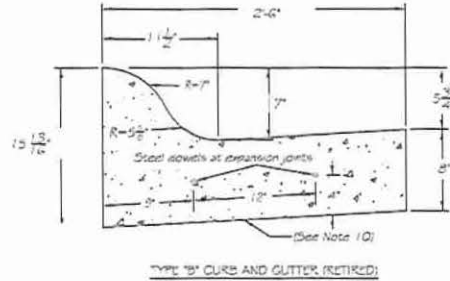
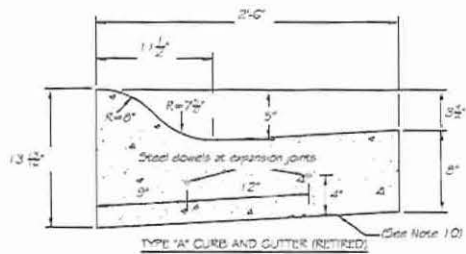


Warren County Engineer's Office
 Neil F. Tanski, P.E., P.S.
 Warren County Engineer
 #110 W. Main St.
 Lebanon, Ohio 45036
 (513) 476-0301 Home
 (513) 476-0301 Fax

TYPICAL SECTION -
 WITH CURB & GUTTER
 PLATE 2, Typical Section with Curb & Gutter, July

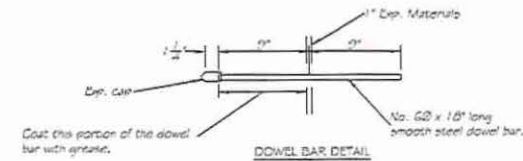
WARREN COUNTY ENGINEER'S OFFICE
 DESIGN STANDARDS

PROJECT NO.	0601/2022
DATE	06/01/2022
SCALE	AS SHOWN
DATE	06/01/2022
SCALE	AS SHOWN
DATE	06/01/2022



GENERAL NOTES

- All work shall be performed in conformance with ODOT CMS Item 609.
- Flexible forms shall be used on all curves having radii of 200 feet or less.
- 1" expansion joints shall be installed at 3 feet either side of a curb inlet and at points of curvature. Two smooth steel dowel bars, No. 6 x 18 inches long, with expansion caps, shall be installed at each expansion joint as shown on the detail.
- Contraction joints shall be provided at 10 foot intervals, 1/4" wide, 2" or more average depth.
- All joints shall be vertical and either perpendicular, or radial to the back of the curb.
- All exposed edges shall be rounded to 3/8" radius. Type D (see plan)
- All curbing shall be backfilled before pavement work is begun.
- 1/4" expansion joint will be installed behind the curb where a concrete walk, drive, or other concrete item is constructed adjoining it.
- Place dowel bars as shown at all construction joints.
- For replacement work, the curb shall be removed either at a joint or mid-section no closer than 4 feet from an existing joint.
- Concrete for curbs and gutters shall be ODOT Class 'C' broom finish. An approved curing agent shall be applied after finishing.
- When a curb and gutter inlet is installed, the top of casting shall be the same as the top of curb elevation.
- For new residential subdivisions, the standard curb/gutter type will be ODOT Type 3 (detail dates 7/15/2022). Coordinate with the County Engineer's Office prior to design of roadway improvement projects to determine the curb type for that project. Generally for retrofit projects where the driveway locations are known, the standard curb type will be ODOT Type 2, ODOT Type 6, or one of the retired curb/gutter sections to match other existing curb/gutter.



Warren County Engineer's Office

Set F. Toney, P.E., P.S.
Warren County, Ohio
100 Murray Street
Warren, Ohio 44478
310 S. State, 1st Floor
Warren, Ohio 44478

TYPICAL SECTION - CURB & GUTTER
PART 3. Typical Section Curb and Gutter

WARREN COUNTY ENGINEER'S OFFICE
DESIGN STANDARDS

NO.	DATE	DESCRIPTION
1	02-28-2022	ISSUED
2	07-15-2022	REVISION
3		
4		
5		
6		
7		
8		
9		
10		

NEXT STEPS:

- Continue to update the current standard construction drawings
- Consider deferred maintenance of existing and future public roads along roadways loaded by construction vehicles for large multi-phased developments

QUESTIONS?

ADDRESS		Brisben Corp. (Res# 06-1407) (Res#15-2184)													
LOT NO.	House #	Street		DATE	TOTAL	War#	War Amt	War Date	W/S Acct Number		<--Requested check for highlighted amount 110415		GRAND TOTAL:	\$242,091.19	
											This Non Participant charge ends Oct 12, 2023				

Resolution

Number 15-2184

Adopted Date December 22, 2015

APPROVE SETTLEMENT AGREEMENT AND AMEND RESOLUTION NUMBER 06-1407 HEREBY EXTENDING THE REIMBURSEMENT PERIOD AND REVISING THE METHODOLOGY FOR DETERMINING REIMBURSEMENT TO W.O. BRISBEN FOR PRIVATE CONSTRUCTION OF SALT RUN PUMP STATION AND FORCEMAIN TO SERVE THE VILLAGE ON THE GREEN SUBDIVISION IN HAMILTON TOWNSHIP, WARREN COUNTY SEWER DISTRICT

WHEREAS, W.O. Brisben constructed the Salt Run pump station and forcemain (the "Improvements") to serve the Village on the Green Subdivision ("Participants") in Hamilton Township, Warren County Sewer District and upon completion of the Improvements agreed that the Improvements would be conveyed to Warren County for maintenance and operation; and

WHEREAS, at the request of this Board, W.O. Brisben oversized the Improvements in order to serve certain properties not owned by W.O. Brisben ("Non-Participating Properties") at his cost; and

WHEREAS, on April 15, 1999 this Board adopted Resolution 99-544, thereby authorizing reimbursement to Brisben Development, Inc. in the amount of \$13,718.10 for W.O. Brisben over sizing 4,157 feet of the Salt Run Trunk Sewer; and

WHEREAS, on January 11, 2000 this Board adopted Resolution 00-51, thereby establishing reimbursement provisions for W.O. Brisben Corporation, Inc., as Petitioner, to be reimbursed as the Non-Participating Properties connect to the Improvements during a ten (10) year period (the "Initial Reimbursement Period") from a reimbursement fee of \$200 per acre ("Reimbursement Charge"); and

WHEREAS, on October 30, 2001 this Board adopted Resolution 01-1832, thereby amending Resolution 00-51 by changing the Reimbursement Charge from \$200 per acre to \$363.28 per acre to be paid to W.O. Brisben Corporation, Inc., as Petitioner, and extending the Initial Reimbursement Period to ten (10) years (the "First Extended Reimbursement Period") from the date of adoption of Resolution 01-1832 (ie., through October 29, 2011); and

WHEREAS, on December 16, 2004 this Board adopted Resolution 04-1881 and on August 9, 2005 this Board adopted Resolution 05-1159, whereby the boundaries of the Lower Little Miami Sewer Improvement Area were modified and which resulted in the boundaries of the area that could be served by the Improvements being amended and eliminating 104 acres from the list of Non-Participating Properties that could have otherwise paid the Reimbursement Charge; and

WHEREAS, on August 17, 2006 this Board adopted Resolution 06-1406, thereby authorizing reimbursement to W.O. Brisben Corporation, Inc., as Petitioner, in the amount of \$18,890.00 ("County Contribution") which represented one-half of the fees collected for the Reimbursement Charge that would have been applicable to the 104 acres removed from the list of Non-Participating Properties; and

WHEREAS, on August 17, 2006 this Board adopted Resolution 06-1407, thereby amending Resolution 01-1832 (a resolution that amended the original reimbursement Resolution 00-51) amending the Reimbursement Charge to \$386.16 per acre, reducing the list of Non-Participating Properties from 925.3185 to 821.5688 acres and extending the First Extended Reimbursement Period an addition seven (7) years (the "Second Extended Reimbursement Period") from the adoption date of Resolution 06-1407 (ie., through August 16, 2013) to be paid to W.O. Brisben Corporation, Inc. but W.O. Brisben, individually, executed the petition as Petitioner; and

WHEREAS, on August 13, 2013, prior to the expiration of the Second Extended Reimbursement Period, W.O. Brisben Corporation, Inc. requested this Board extend the reimbursement period an additional seven (7) years due to the housing crisis, and also requested a payment audit be performed; and

WHEREAS, on August 13, 2013, this Board adopted Resolution 13-1198, thereby extending the Second Extended Reimbursement Period an additional sixty (60) days (the "Third Extended Reimbursement Period") (ie. through October 12, 2013), in order for a payment audit to be completed and further for legal counsel to jointly draft language to resolve the reimbursement underpayments being asserted by W.O. Brisben Corporation, Inc.; and

WHEREAS, a payment audit was performed by this Board and provided to W.O. Brisben and W.O. Brisben Corporation, Inc. that documents Reimbursement Payments, a copy of which is attached hereto; and

WHEREAS, it is the desire of this Board to amend Resolution No. 06-1407, as amended by Resolution No. 13-1198, by extending the Third Extended Reimbursement Period one final time for a period of ten (10) years from October 13, 2013 until October 12, 2023 and changing the methodology for calculating the Reimbursement Charge in consideration of W.O. Brisben, individually and W.O. Brisben Companies, Inc. executing a Settlement and Release that resolves all past and present claims for payment/non-payments/under-payments relating to the agreement and/or legislation establishing the Non-Participant Charge and reimbursement to W.O. Brisben and/or W.O. Brisben Companies, Inc. from the Non-Participant Charges collected from the inception of this matter to present date as authorized by Section 307.73 of the Revised Code, as well as W.O. Brisben executing a Quit-claim deed to complete the transfer of all rights and interest of William O. Brisben, individually, to Warren County in the Salt Run Pump Station and appurtenances thereto located on the parcel where the Salt Run Pump Station and appurtenances are situated.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners with at least a majority of the Commissioners voting on this matter concurring:

SECTION 1. That the Petitioner's total costs incurred in connection with the construction of the Improvements was established in Resolution 01-1832 to be as follows:

Forcemain -	\$101,724.00
Pump Station -	<u>\$234,423.75</u>
TOTAL -	\$336,147.75
Less: County Contribution	\$ 18,890.00
Total Non-Participant Charge	\$317,257.75

SECTION 2. That Petitioner has been reimbursed to date the sum of \$ 37,812.52 from the Non-Participant Charge collected from Non-Participating Properties that have connected to the Improvements.

SECTION 3. That based on the attached audit, there is due to W.O. Brisben an outstanding sum of \$16,604.91 from the Non-Participating Charge collected from Non-Participating Properties that have connected to the Improvements which has not been disbursed to date, and this Board does hereby authorized such sum to be disbursed by the Warren County Water and Sewer Department to W.O. Brisben, individually, without further delay.

SECTION 4. That upon disbursement by the Warren County Water and Sewer Department and receipt of the aforementioned sum of \$16,604.91 by W.O. Brisben, all collections to date from the Non-Participant Charge will have been disbursed in full in the amount of \$54,417.43, and the Remaining Non-Participant Charge may be reimbursed to W.O. Brisben to the extent the Non-Participant Charge is collected during an extended reimbursement period.

SECTION 5. That the Third Extended Reimbursement Period shall be extended, one last time, for an additional ten (10) years (the "Final Extended Reimbursement Period") which shall begin October 13, 2013 and expire on October 12, 2023, with there being no guarantee that W.O. Brisben will be made whole for his costs of the Improvements.

SECTION 6. That upon connection to the Improvements, or an expansion of the Improvements, the Owners and their heirs, successors and assigns of the following Non-Participating Properties listed in Figure 1 below, shall pay the one-time Non-Participant Charge during the Final Extended Reimbursement Period, and the Non-Participating Properties shall be subject to this Resolution and provisions of Chapter 929 of the Ohio Revised Code:

Description	Development Name	Acres	Preliminary Plan Lot Count	Notes
Stotler I	Dixon Eagle's Pointe, LLC	69.25	161	Eagles Pointe Subdivision
Stotler II	Dixon Eagle's Pointe, LLC	171	371	Undeveloped Property
Providence	Robert Lewis Property	209.08	364	Providence I and 2
Hildebrant Estates No. 1	Wellington Glen	32.56	82	Wellington Glen
Hildebrant Estates No. 2 & 6	Wellington Estates	38.9	78	Wellington Estates
Cedar Valley Development	Bishop's Bend	17,376	28	Bishop's Bend
17-28-100-005		2.092	1	
17-28-400-001		1.55	1	
17-28-300-005		21.58	1	
17-28-201-001		2.011	1	
17-28-201-002	Lot 5 Reese Subdivision	0.966	1	
17-28-201-003	Lot 4 Reese Subdivision	0.964	1	
17-28-201-004	Lot 1 Reese Subdivision	0.661	1	
17-28-201-005	Lot 2 Reese Subdivision	0.61	1	
17-28-201-006	Lot 3 Reese Subdivision	0.61	1	
17-28-300-004		10	1	
17-28-300-003		20.73	1	
17-34-476-007		13.65	1	
17-28-300-002		5	1	
17-24-476-006		4.999	1	
17-34-476-009		4.999	1	
17-34-476-008		7.054	1	
17-34-476-004		7.4903	1	
17-34-476-001		2.47	1	
17-34-476-002		0.31	1	
17-34-476-003		0.22	1	
17-34-426-001		9.936	1	
17-34-452-005	Lot 2	4.367	1	
17-34-452-004	Lot 1	1.877	1	
17-34-452-003		1.528	1	
17-34-451-005		1.506	1	
TOTAL NON-PARTICIPANT		665.3	1109	
TOTAL PARTICIPANT		158.6	303	
TOTAL		823.9	1412	

[Figure 1]

SECTION 7. That the Owners and their heirs, successors and assigns of the following Participating Properties shall not be subject to the Non-Participant Charge:

Village on the Green Subdivision (158.572 Acres) – all lots

SECTION 8. That during the Final Extended Reimbursement Period the methodology for calculating the Non-Participant Charge shall be as follows:

The County shall collect the Non-Participant Charge on a per lot basis. The Total Non-Participant Charge divided by the Participant and Non-Participant acreage of 821.5688 as established in Resolution 06-1407

shall equal the Non-Participant Charge per lot . Thus, the Non-Participant Charge per lot shall be \$386.16. This fee shall be collected instead of the actual cost per Lot fee of \$224.68 as calculated by the Total Non-Participant Charge divided by 1,412 total preliminary platted lots.

SECTION 9. That during the Final Extended Reimbursement Period the timing for collection of the Non-Participant Charge shall be as follows:

The County shall collect the Non-Participant Charge at the same time Water Tap Fees and Sewer Connection Fees are collected for the purpose of obtaining a building permit, for each Non-Participating Property.

SECTION 10. That the Non-Participant Charge shall be in addition to any other charges or fees required by the County for connections to the County sewer system, including, but not limited to, the Connection Charge.

SECTION 11. That the Warren County Water and Sewer Department shall remit payment of the total amounts collected for the Non-Participant Charge monthly to W.O. Brisben, commencing the month following adoption of this Resolution.

SECTION 12. That the attached settlement agreement is approved and the President or the Vice-President of this Board is authorized to execute such agreement.

SECTION 13. Upon receipt of a fully executed original of the attached Quit-claim deed, the Clerk of this Board shall provide W.O. Brisben with a written acknowledgment that this Board accepts delivery of such Quit-claim deed.

SECTION 14. That the Board is acting in its administrative capacity in adopting this Resolution.

SECTION 15. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

SECTION 16. That the Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 17. That a copy of this Resolution be certified to the County Sanitary Engineer and the County Auditor.

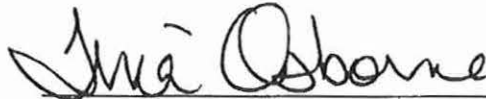
RESOLUTION #15-2184
DECEMBER 22, 2015
PAGE 6

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

Mr. Young – yea
Mrs. South – yea
Mr. Grossmann – yea

Resolution adopted this 22nd day of December 2015.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

BAM

cc: c/a – Brisben, W.O.
Water/Sewer (file)
Auditor
Project File
Petitioner

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the foregoing Resolution adopted by the Board of County Commissioners of Warren County, Ohio, on the 22nd day of December, 2015 together with a true extract from the minutes of the meeting at which said Resolution was adopted to the extent pertinent to consideration and adoption thereof, and that a copy of which was certified to the County Sanitary Engineer, to the Petitioner, and to the County Auditor.

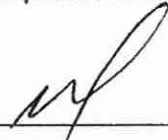


Tina Osborne, Clerk
Board of County Commissioners

[continued on next page]

PETITIONER'S STATEMENT

The undersigned hereby acknowledges approval and acceptance of the terms and conditions of the right to reimbursement.

SIGNATURE: 
PRINTED NAME: W.O. Brisben
DATE: 11/20/15


RECEIPT

I hereby acknowledge receipt on this 20th day of December, 2015 of a certified copy of the foregoing resolution.


County Auditor

RECEIPT

I hereby acknowledge receipt on this 20th day of DECEMBER, 2015 of a certified copy of the foregoing resolution.


County Sanitary Engineer

Brisben Audit

ADDRESSnburse W.O. Brisben Corp. (Res# 06-1407)								
LOT NO.	House #	Street		Subdivision	Date	Total	War#	War Amt
1	7937	Acorn Trail Dr			5/5/2006	\$386.16		
2	7953	Acorn Trail Dr			5/5/2006	\$386.16		
3	7969	Acorn Trail Dr			5/5/2006	\$386.16		
4	7991	Acorn Trail Dr			8/2/2006	\$386.16		
12	8145	Acorn Trail Dr			8/27/2007	\$386.16		
15	8144	Acorn Trail Dr			5/24/2006	\$386.16		
16	8128	Acorn Trail Dr			7/5/2007	\$386.16		
22	8032	Acorn Trail Dr			7/7/2008	\$386.16		
23	8016	Acorn Trail Dr			5/18/2006	\$386.16		
25	7984	Acorn Trail Dr			1/18/2011	\$386.16		
26	7968	Acorn Trail Dr			11/21/2007	\$386.16		
27	7952	Acorn Trail Dr			5/12/2006	\$386.16		
28	7936	Acorn Trail Dr			6/13/2006	\$386.16		
14	1583	Talon Ct		Eagles Point	12/5/2006	\$386.16	1022986	\$5,406.24

SETTLEMENT AGREEMENT & RELEASE

That **W.O. Brisben, W.O. Brisben Companies, Inc. (aka W.O. Brisben Corporation, Inc.)** and the **Board of County Commissioners of Warren County, Ohio**, an Ohio political subdivision created and acting under its grant of powers in Title 3 of the Ohio Revised Code, et seq. ("BOCC"), for mutual consideration, the receipt and sufficiency of which are hereby stipulated, execute this Settlement Agreement and Release ("Settlement and Release"), the facts, terms and obligations of which are recited hereinafter.

RECITALS

WHEREAS, C&S Land Group, an Ohio General Partnership, conveyed to W.O. Brisben, individually, a certain tract of land containing 158.572 acres, plus a right of way and easement to construct, install, operate and maintain a sanitary sewer lift station and all necessary fixtures, equipment, sewer lines and connections within the 1.506 acre parcel, by virtue of a deed dated May 11, 1995, and recorded on May 12, 1995, in O.R. Vol. 1100, Page 907, at 10:29 AM, in the office of the Warren County, Ohio Recorder; and,

WHEREAS, the said 158.572 acre tract was developed as Village on the Green Subdivision by Village on the Green, Ltd., an Ohio limited liability company, in which W.O. Brisben was at all times relevant herein the managing member; and,

WHEREAS, W.O. Brisben constructed a pump station and forcemain ("Improvements") on the said 1.506 acre parcel in order to serve the Village on the Green Subdivision ("Participating Properties"), and further agreed to convey all of his rights and interest in the 1.506 acre and the Improvements he constructed thereon to BOCC; and,

WHEREAS, at the request of BOCC, W.O. Brisben oversized the Improvements on the said 1.506 acre parcel in order to serve other lands not owned by W.O. Brisben ("Non-Participating Properties") at his cost; and,

WHEREAS, on Jan. 11, 2000, BOCC adopted Resolution # 00-51 to reimburse W.O. Brisben Corporation, Inc. a reimbursement fee of \$200.00 per acre ("Reimbursement Charge") for any specific tracts and/or parcels consisting of 925.3185 acres on a list of Non-Participating Properties connecting to the Improvements during the period of Jan. 11, 2000 to Jan. 10, 2010 ("Initial Reimbursement Period"), but W.O. Brisben would be reimbursed only the amount collected during the Initial Reimbursement Period as there was no guarantee that he would be

made whole for the costs of the Improvements unless collected during the Initial Reimbursement Period; and,

WHEREAS, Resolution # 00-51 erroneously identified W.O. Brisben Corporation, Inc., as the party entitled to receive the Reimbursement Charge, instead of W.O. Brisben, individually, or W.O. Brisben Companies, Inc., an Ohio corporation for profit operated by W.O. Brisben; and,

WHEREAS, on Oct. 30, 2001, BOCC adopted Resolution # 01-1832 that modified the amount of the Reimbursement Charge from \$200 per acre to \$363.28 per acre, and amended the period of reimbursement from Oct. 30, 2001 to Oct. 29, 2011 ("First Extended Reimbursement Period"); and,

WHEREAS, the waste water collected for the said Participating and Non-Participating Properties would be treated at BOCC's Lower Little Miami Wastewater Treatment Plant, but BOCC amended the boundaries of the Lower Little Miami Waste Water Treatment Plant on Dec. 16, 2004 per Resolution # 04-1881 and again on Aug. 9, 2005 per Resolution # 05-1159, which removed 104 acres from the list of Non-Participating Properties what could have otherwise connected to the Improvements and paid the Reimbursement Charge during the First Amended Reimbursement Period; and,

WHEREAS, on Aug. 17, 2006, BOCC adopted Resolution # 06-1406 that authorized and did reimburse, W.O. Brisben Corporation, Inc. the sum of \$18,890.00 ("County Contribution") which represented one-half of the potential reimbursement charge that would have been applicable to the 104 acres removed from the list of Non-Participating Properties; and,

WHEREAS, on Aug. 17, 2006, BOCC adopted Resolution # 06-1407 that amended the per acre Reimbursement Charge and modified the original list of Non-Participating Properties by identifying specific tracts and/or parcels consisting of 821.5688 acres as the remaining Non-Participating Properties, and further amended the period of reimbursement from Aug. 17, 2006 to Aug. 16, 2013 ("Second Extended Reimbursement Period") and correctly named W.O. Brisben, individually, as the party to be reimbursed; and,

WHEREAS, on Aug. 13, 2013, prior to the expiration of the Aug. 16, 2013 deadline under the Second Extended Reimbursement Period, BOCC received a written request dated Aug. 8, 2013 from legal counsel, on behalf of W.O. Brisben Corporation, Inc. (sic), seeking: i) an extension of the Second Extended Reimbursement Period; plus, ii) an audit of the disbursements from Jan. 11, 2000 through Aug. 8, 2013 to assure all reimbursement charges collected had been disbursed per the aforementioned Resolutions; and,

WHEREAS, on August 13, 2013, BOCC adopted Resolution 13-1198 thereby extending the Second Extended Reimbursement Period an additional sixty (60) days (the "Third Extended Reimbursement Period") through October 12, 2013 in order to perform the requested audit; and, an audit was performed by BOCC and has been provided to W.O. Brisben, individually and W.O. Brisben Companies, Inc. that determined there is an outstanding balance of \$16,604.91 owed to W.O. Brisben, individually, based on the Reimbursement Charges collected from Non-Participating Properties that have connected to the Improvements to date;; and,

WHEREAS, both parties now desire to compromise and fully, completely and settle any claims or matters with finality relating to the foregoing.

NOW, THEREFORE, the parties, in consideration of the mutual acceptances, covenants and releases, as set forth herein, hereby agree as follows:

- A. W.O. Brisben, on his own behalf and on behalf of any other corporation, company, partnership, agent, person, insurer or entity claiming by, through, or under him, does hereby agree, covenant and warrant:
- (i) That he shall simultaneously execute the attached Quit-claim deed conveying any and all rights and interest that he may have ever held in the 1.506 acre parcel and Improvements that he constructed thereon, and deliver it to BOCC; and,
 - (ii) That he is mentally competent and has the requisite capacity to execute this Settlement and Release on his own behalf, and shall execute and deliver fully and properly executed duplicates to BOCC; and,
 - (iii) That the above recital contained in the above whereas clauses are factually accurate and he does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) to induce BOCC to execute this Settlement and Release; and, iv) to hereby waive any claim he has NOT received full and complete reimbursement for Reimbursement Charges due him based on any Non-Participating Properties connecting to the Improvements from January 11, 2000 through the date of this Settlement and Release.
 - (iv) to forever release, discharge and hold harmless the BOCC (including Warren

County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

- (v) that he will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the BOCC (including Warren County) or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that he or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
- (vi) that he has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that he might have had or now has against BOCC (including Warren County) or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.

B) W.O. Brisben Companies, Inc. (aka W.O. Brisben Corporation, Inc.), on its own behalf or any agent, person, insurer or entity claiming by, through, or under it, does hereby agree, covenant and warrant:

- i) That it has authorized by corporate resolution the undersigned representative to execute this Settlement and Release on its behalf, and its shall deliver fully and properly executed duplicates to BOCC; and,
- (ii) That the above recital contained in the above whereas clauses are factually accurate and it does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of

the same; iii) to induce BOCC to execute this Settlement and Release; iv) to hereby waive any claim it has NOT received full and complete reimbursement for Reimbursement Charges due it based on any Non-Participating Properties connecting to the Improvements from January 11, 2000 through the date of this Settlement and Release; and, v) to release BOCC (including Warren County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, for disbursing the consideration recited herein only to W.O. Brisben, individually; and,

- (iii) to forever release, discharge and hold harmless the BOCC (including Warren County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (iv) that it will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the BOCC (including Warren County) or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that it or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (v) that it has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that it might have had or now has against BOCC (including Warren County) or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.
- C. BOCC, on its behalf and on behalf of any other person, insurer or entity claiming by, through, or under it, and does hereby agree, covenant and warrant:

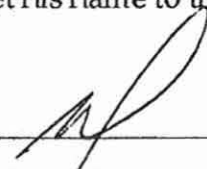
- (i) to immediately disburse and deliver the sum of \$16,604.91 for non-participant charges collected to date and not disbursed, payable to W.O. Brisben, individually, upon execution of this Settlement Agreement and Quit-claim deed by all Parties thereto; and,
- (ii) that it has authorized by Board Resolution the undersigned representative to execute this Settlement and Release on its behalf, and it shall deliver fully and properly executed duplicates to W.O. Brisben and W.O. Brisben Companies, Inc.; and,
- (iii) That the above recital contained in the above whereas clauses are factually accurate and it does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) to induce W.O. Brisben and W.O. Brisben Companies, Inc. to execute this Settlement and Release; and,
- (iv) to forever release, discharge and hold harmless the W.O. Brisben and W.O. Brisben Companies, Inc., and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
- (v) that it will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the W.O. Brisben and W.O. Brisben Companies, Inc., or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that it or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

- (vi) that it has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that it might have had or now has against W.O. Brisben or W.O. Brisben Companies, Inc. or his or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.
- D. Each party acknowledges that it shall be solely responsible for its own attorney fees and any respective tax consequences, if any, relating to this Settlement and Release.
- E. This Settlement and Release shall be binding upon and inure to the benefit of all parties hereto, and their respective successors, agents, directors, employees or staff, members, officers, partners, shareholders, heirs, executors, fiduciaries and assigns.
- F. No promise, prior oral or written communication, demand, claim, inducement, document or agreement that is not expressly represented herein or that is not restated or expressly incorporated herein shall have any force or effect and this Settlement and Release contains the entire agreement between the parties hereto, and the terms of this Settlement and Release are contractual and not a mere recital.
- G. This Settlement and Release shall be governed by the laws of the State of Ohio, and further the parties stipulate that this Settlement and Release is being executed in Warren County, Ohio and the Warren County [Ohio] Court of Common Pleas shall have exclusive venue over any litigation involving any breach, disputes, enforcement, and interpretations of this agreement. The parties do further expressly waive any right, should such right exist, to remove or initiate litigation involving any breach, disputes, enforcement, and interpretations of this agreement in any other state or federal Court.
- H. This Settlement and Release may be used by any party against the other, or its successor and assigns, or any other person, in court or elsewhere, to show that no person is entitled to assert any claim for any consideration other than as provided for herein should any person ever attempt to make such a claim.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE, AND HAVING BEEN REPRESENTED BY LEGAL COUNSEL, ARE FULLY AWARE OF ITS

CONTENT AND MEANING, AND VOLUNTARILY ACCEPT ITS TERMS FOR THE PURPOSE OF MAKING A FULL AND FINAL SETTLEMENT AND RELEASE.

IN EXECUTION WHEREOF, W.O. Brisben, individually has set his name to this Settlement and Release on the date stated below.

SIGNATURE: 

PRINTED NAME: W. O. Brisben


TITLE: ~~FRS~~ SELF

DATE: 11/20/15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, on this 20 day of Nov, 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be **W.O. Brisben, individually**, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: 
My Commission expires: Feb 17 2020

[seal]



RACHEL CLARK
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2020

IN EXECUTION WHEREOF, W.O. Brisben Companies, Inc., an Ohio corporation, has caused its name to be affixed to this Settlement and Release by William O. Brisben, on the date stated below, pursuant to a corporate resolution enabling him to so act on behalf of the said corporation.

W.O. BRISBEN COMPANIES, INC.,
an Ohio corporation

SIGNATURE: [Signature]

PRINTED NAME: W.O. Brisben

TITLE: Pres

DATE: 11/20/15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, on this 20 day of Nov, 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be known, whose capacity is President and acknowledged the signing thereof to be his or her voluntary act and deed, and pursuant to the authority granted to him or her by corporation resolution.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: [Signature]

My Commission expires: Feb 17 2020

[seal]



RACHEL CLARK
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2020

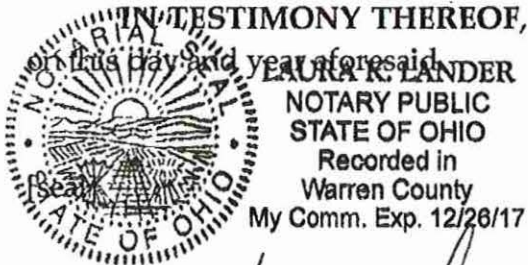
IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, has caused this Settlement and Release to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 15-2184, dated 12/22/15.

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

SIGNATURE: [Signature]
PRINTED NAME: David Young
TITLE: President
DATE: 12/22/15

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, on this 22nd day of December 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be David Young, whose official capacity is President of the Board of County Commissioners of Warren County, Ohio, and acknowledged the signing thereof to be his or her voluntary act and deed and pursuant to the authority granted to him or her in Resolution Number 15-2184 dated 12/22/15



Notary Public: [Signature]
My Commission expires: 12/26/17

[Signature]
Bruce A. McGary
Assistant Prosecutor



8 1 9 7 5 9 2
 TX:4156045
 LINDA ODA
 WARREN COUNTY RECORDER
 2015-037478
 DEED
 12/22/2015 10:23:04 AM
 REC FEE: 28.00 PGS: 2
 PIN:

TRANSFER NOT NECESSARY
 MATT NOLAN, AUDITOR
 WARREN COUNTY, OHIO

DEC 22 2015

MATT NOLAN
 AUDITOR, WARREN CO. OHIO

2/20

Quit-claim Deed
 (R.C. § 5302.11)

Know All Men by These Presents,

That **W.O. Brisben, married**, of Hamilton County, Ohio, for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, *grants*, to the **Warren County Board of County Commissioners**, its successors and assigns forever, whose tax mailing address is 406 Justice Drive, Lebaron, Ohio 45036, any rights and interest Grantor has in the Real Estate particularly described as follows:

Parcel No. 17-34-451-005 ^{12 ACES} _{BF 22}
 Auditor's Acct. No. 2630519 _{BRM}

Situate in Hamilton Township, Warren County, Ohio, being part of Military Survey No. 3334 and being more particularly described as follows:

Beginning at the centerline intersection of Whalen Lane and Fosters-Maineville Road (County Road #23); thence along the centerline of Fosters-Maineville Road; South 86° 50' 31" East, 443.08 feet to a point; thence South 86° 57' 57" East, 32.53 feet to a point; thence leaving said centerline, North 55° 05' 44" East, 1,053.48 feet to a point; thence South 04° 09' 13" West, 240.00 feet to the real point of beginning for this description; thence North 46° 10' 51" East, 226.98 feet to a point; thence along an arc deflecting to the left, having a radius of 45.00 feet, a distance of 20.72 feet, the chord of said arc bears South 57° 00' 47" East, 20.54 feet to a point; thence South 46° 10' 51" West, 77.47 feet to a point; thence South 03° 58' 52" East, 393.99 feet to a point; thence South 68° 15' 35" West, 204.09 feet to a point; thence South 50° 05' 29" West, 44.04 feet to a point in the centerline of Fosters-Maineville Road; thence along said centerline, North 86° 57' 57" West, 62.00 feet to a point; thence leaving said centerline, North 50° 05' 29" East, 143.88 feet to a point; thence North 04° 09' 13" East, 309.78 feet to the real point of beginning, containing 1.506 acres.

The purpose of this instrument is to convey the right of way and easement to construct, install, operate and maintain a sanitary sewer lift station and all necessary fixtures, equipment, sewer lines and connections within the above described 1.506 acre parcel, which was granted to William O. Brisben, unmarried, within the content of a deed from C & S Land Group, an Ohio General Partnership, dated May 11, 1995, and recorded on May 12, 1995, in O.R. Vol. 1100, Page 907, at 10:29 AM, in the office of the Warren County, Ohio Recorder.

IN EXECUTION WHEREOF, W.O. Brisben, the Grantor herein, and his wife, Lori M. Brisben who releases to Grantee all rights of dower therein, have set their hands hereto on the date stated below.

GRANTOR:

SIGNATURE: _____

NAME: William O. Brisben

DATE: 11/20/15

SIGNATURE: _____

NAME: Lori M. Brisben

DATE: 11-20-15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 20 day of NOV, 2015, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the individuals known or proven to me to be **W.O. Brisben** and **Lori M. Brisben**, husband and wife, whose names are subscribed hereto, and acknowledged the signing and execution of this instrument is their free and voluntary act and deed.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: Feb 17 2020

(seal)

This instrument was prepared by: Bruce A. McGary
Assistant Prosecutor
Warren County Prosecutor's Office
500 Justice Drive
Lebanon, OH 45036
Ph. 513.695.1325
RACHEL CLARK
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2020
Fx. 513.695.2962
Email: bruce.mcgary@co.warren.oh.us

