

Resolution

Number 23-1461

Adopted Date November 07, 2023

AMEND RESOLUTION #23-1379, ADOPTED OCTOBER 24, 2023, TO REFLECT THE CORRECT START DATE FOR BRIAN SIMPSON WITHIN WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #23-1379, adopted October 24, 2023, the hire date was listed as October 30, 2023, and Mr. Simpson has requested to start October 31, 2023; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1379, adopted October 24, 2023, to reflect the correct start date of October 31, 2023.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: B. Simpson' Personnel file
Water and Sewer (file)
S. Spencer

Resolution

Number 23-1462

Adopted Date November 07, 2023

HIRE KELLEY HESTER AS A PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Hester as a Protective Services Caseworker II due to her past experience and completion of CORE training; and

NOW THEREFORE BE IT RESOLVED, to hire Kelley Hester as a Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$21.74 per hour, effective November 20, 2023, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
K. Hester's Personnel file
OMB – Sue Spencer

Resolution

Number 23-1463

Adopted Date November 07, 2023

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF TIFFANY ZINDEL, COUNTY ADMINISTRATOR, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE, EFFECTIVE DECEMBER 31, 2023

BE IT RESOLVED, to accept the resignation, due to retirement, of Tiffany Zindel, County Administrator, within the Warren County Commissioners' Office, effective December 31, 2023.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file
T. Zindel's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1464

Adopted Date November 07, 2023

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF TINA OSBORNE, CLERK TO THE BOARD, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE, EFFECTIVE DECEMBER 31, 2023

BE IT RESOLVED, to accept the resignation, due to retirement, of Tina Osborne, Clerk to the Board, within the Warren County Commissioners' Office, effective December 31, 2023.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file
T. Osborne's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1465

Adopted Date November 07, 2023

AUTHORIZE THE POSTING OF THE "EMERGENCY COMMUNICATIONS SUPERVISOR" POSITION, WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Emergency Communications Supervisor" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Emergency Communications Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 25, 2023.

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

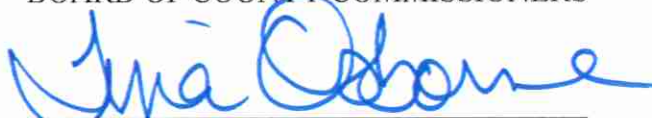
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 23-1466

Adopted Date November 07, 2023

ESTABLISH MONTHLY DEPARTMENT HEALTHCARE CHARGEBACK RATES EFFECTIVE JANUARY 1, 2024

WHEREAS, based on a thorough review of the self-insured health insurance program offered to employees, it has been determined that an increase is needed to the department chargeback rates pertaining to the medical/Rx Base and Buy-Up plan as reflected below; and

WHEREAS, such increase that pertains to the Buy-Up will also increase the amount of the employee premium cost share as reflected below; and

WHEREAS, in instances where a married couple both work for Warren County and are separately eligible for coverage under this plan, shared funding rates are also indicated in the chart below; and

WHEREAS, monthly COBRA rates are also indicated in the chart below; and

WHEREAS, for administration purposes the frequency of the monthly department chargeback will occur with the first pay of the month, and the frequency of the monthly cost to employees that elect the Buy-Up plan will be annualized and divided amongst 26 pay periods (this frequency remains unchanged from 2023); and

WHEREAS, it is the desire of the Board of Commissioners to continue the annual employer contribution to HSA or HRA for all eligible employees electing the "Buy-Up" Plan in the amount of \$300 single/\$600 family except for instances where a union contract stipulates otherwise; and

BASE	MED/RX FIE	ER MT	DENT MT	VIS MT	ER TOTAL		
SINGLE (EE)	551.96	551.96	29.64	6.66	599.26		
EE + CHILD(REN)	965.93	965.93	74.10	17.66	1068.69		
EE + SPOUSE	1241.92	1241.92	74.10	17.66	1344.68		
FAMILY	1655.88	1655.88	74.10	17.66	1758.64		
EE + SP SHARED	620.96	620.95	37.05	8.83	677.83		
FAMILY SHARED	827.94	827.94	37.05	8.83	884.82		
BUY-UP	MED/RX FIE	ER MT	DENT MT	VIS MT	ER TOTAL	EE MT	EE PP
SINGLE (EE)	599.27	509.38	29.64	6.66	556.68	89.89	41.49
EE + CHILD(REN)	1048.74	891.42	74.10	17.66	994.18	157.32	72.61
EE + SPOUSE	1348.36	1146.10	74.10	17.66	1248.86	202.26	93.35
FAMILY	1797.82	1528.14	74.10	17.66	1630.90	269.68	124.47
EE + SP SHARED	674.17	573.05	37.05	8.83	629.93	101.13	46.67
FAMILY SHARED	898.90	764.07	37.05	8.83	820.95	134.84	62.23

LIFE 11.00

COBRA RATES

MONTHLY	BASE	BUY-UP
SINGLE (EE)	563.00	611.25
EE + CHILD(REN)	985.25	1069.71
EE + SPOUSE	1266.76	1375.33
FAMILY	1689.00	1833.78

	DENTAL	VISION
SINGLE	30.24	6.80
FAMILY	75.59	18.02

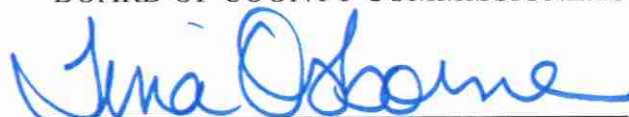
NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2024.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: All Department Heads
Horan Associates
Tammy Whitaker, OMB
Benefits File

Resolution

Number 23-1467

Adopted Date November 07, 2023

AUTHORIZE CHANGES TO THE WARREN COUNTY HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2024

WHEREAS, upon review of the Warren County Healthcare Plan, it is the desire of the Board to make the following changes to the plan:

- Increase annual deductible of the Base Plan from \$3,000(s)/\$6,000(f) -to- \$3,500(s)/\$7,000(f), and in-network total out-of-pocket from \$6,000(s)/\$12,000(f) -to- \$7,000(s)/\$14,000(f); out-of-network are double these amounts.
- Increase annual deductible of the Buy-Up Plan from \$1,750(s)/\$3,500(f) -to- \$2,000(s)/\$4,000(f), and in-network total out-of-pocket from \$3,500(s)/\$7,000(f) -to- \$4,000(s)/\$8,000(f); out-of-network are double these amounts.
- Implement Neonatal Resource Services through United Healthcare.
- Conduct dependent audit utilizing a 3rd party vendor.
- Implement “Specialty Standards” and “Review my Care” through OptumRX.
- Implement enhanced out-of-network reimbursement through Dental Care Plus.

NOW THEREFORE BE IT RESOLVED, to authorize the changes to the healthcare plan listed above, effective January 1, 2024.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Horan Assoc,
United Healthcare
OptumRX
Dental Care Plus
Tammy Whitaker, OMB
Benefits File

Resolution

Number 23-1468

Adopted Date November 07, 2023

APPROVE PERSONAL DAY OFF WITH PAY "DAVE'S DAY FOR LIFE" POLICY FOR THE 2024 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

WHEREAS, this Board provides a voluntary Annual Blood Screening Program to all employees and spouses eligible for coverage under the plan; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2024 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Dave's Day for Your Life" personal day off with pay for each employee that participates in the 2024 Annual Blood Screening Program; and

WHEREAS, the actual policy, outlining the full details of the program, is attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED, to approve the policy for participation in the 2024 "Dave's Day for Your Life".

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: OMB (file)
Benefits file
T Whitaker, OMB
S Spencer, OMB

2024 "DAVE'S DAY FOR YOUR LIFE"

_____ has participated in Warren County's
Employee Name

Annual Blood Screening on _____.

Authorized Signature

Qualifications:

An eligible employee participating in Warren County's "Dave's Day For Your Life" 2024 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled on-site screening day, the employee can request a voucher for screening to be completed at area lab on another date or time but no later than May 31, 2024. New employees hired within the program year may participate in the day off incentive as long as documentation of a comprehensive blood draw is provided no later than October 31, 2024. Documentation verifying that the blood screen was completed must be provided to the Benefits/Risk Manager. The Benefits/Risk Manager will issue the "Dave's Day For Your Life" verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the on-site screening, he/she can submit proper documentation that an equivalent screening was completed to qualify for the personal day off with pay. The documentation must be submitted to the Benefits/Risk Manager. Based on proper documentation the employee will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed, he/she will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager for the number of part-time hours scheduled per day. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

Usage:

The employee must use the personal day off with pay no later than December 31, 2024. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2024. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Upon receipt of the "Dave's Day For Your Life" verification form, the employee must submit their form to the payroll contact of their office/department so that the day off can be credited into the payroll system. Once credited, the personal day off with pay will be reflected in the ESS portal and available for use. The department should maintain the request for leave form and "Dave's Day For Your Life" verification form with their payroll records for audit purposes.

Please direct questions to: Tammy Whitaker ext 1324 or Sue Spencer ext 1747.

Saved As: Dave's Day for Life Policy 2024

Resolution

Number 23-1469

Adopted Date November 07, 2023

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2024 “DAY FOR WELLNESS” **POINTS** PROGRAM

WHEREAS, in an effort to promote employee wellness, the opportunity for voluntary participation in the annual **POINTS** Program is extended to Warren County employees; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2024 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a “Day for Wellness” personal day off with pay for each employee that participates in the 2024 **POINTS** Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and

NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2024 **POINTS** Program.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Benefits file
Sue Spencer, OMB
Tammy Whitaker, OMB
All Elected Officials, Agencies and Department Heads
Horan Associates

2024 “DAY FOR WELLNESS” POLICY

Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2024 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2024 POINTS Program will begin January 1, 2024. An employee must earn a total of 250 points throughout the year; January 1, 2024 through December 31, 2024.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2025. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

Day for Wellness Hours: The hours will be based on the employee’s normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

Usage:

The employee must use the personal day off with pay no later than December 31, 2025. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2025. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the “Day for Wellness” verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and “Day for Wellness” verification form with their payroll records for audit purposes.

Saved as: I/HR 2024 Day for Wellness Policy

Resolution

Number 23-1470

Adopted Date November 07, 2023

APPROVE WELLNESS INCENTIVE HSA PROGRAM FOR PROGRAM YEAR 2024

WHEREAS, the Board of County Commissioners approved implementation of the Wellness Incentive Program in 2023; and

WHEREAS, this program offers a \$300 Health Savings Account contribution to each employee and spouse enrolled in the healthcare plan for meeting the requirements of the program; and

NOW THEREFORE BE IT RESOLVED, to approve the Wellness Incentive Program for Program year 2024; program requirements certification attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Benefits File
Tammy Whitaker, OMB
Horan Associates



2024

WARREN COUNTY

WELLNESS INCENTIVE PROGRAM

To Qualify:

- You must have a Primary Care Physician (PCP)
- You must receive a comprehensive biometric screen such as the one through CHC Wellbeing or your PCP
- You must receive a routine physical by your PCP
- You must provide this form to OMB that has been signed & stamped by your PCP certifying that you have met the above requirements

Primary Care Physician Verification

Patient (name) _____ has met the above requirements.

PCP Signature/Stamp _____ Date _____

Resolution

Number 23-1471

Adopted Date November 07, 2023

AUTHORIZE 2024 RENEWAL VERIFICATION WITH UNITED HEALTHCARE

WHEREAS, due to plan design changes relative to the medical plan administered by United Healthcare, authorization is needed by United Healthcare in order to implement such changes; and

NOW THEREFORE BE IT RESOLVED, to authorize the Renewal Verification from United Healthcare for plan design changes effective January 1, 2024; Renewal Verification attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

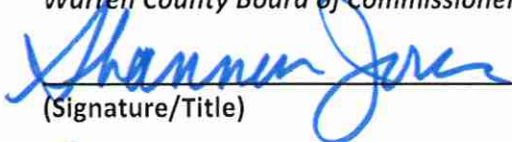
cc: Horan Assoc
c/a—United Healthcare
Benefits File
Tammy Whitaker, OMB



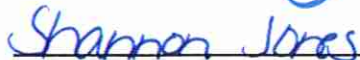
2024 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: *Warren County Board of Commissioners*



(Signature/Title)



(Printed)

After review of UHC's ASO renewal proposal we elect to renew our medical coverage with UHC effective January 1, 2024.

Plan Changes:

Base Plan

Increase deductibles to \$3500/\$7000 and OOPM to \$7000/\$14,000

Buy Up and HRA Plan:

Increase deductible to \$2000/\$4000 and OOPM to \$4000/\$8000

All Plans:

Implement the Neo Natal Resources Program
Implement Naviguard

Monthly Administrative Fee:

2024: \$49.51

\$45,000 Wellness budget included with the 2024 renewal.

Performance Guarantees are included with the renewal putting \$50,000 of admin fees at risk for 2024

PLEASE COMPLETE:

How many eligible full-time employees do you currently have? _____

Open enrollment will be held beginning: _____ through _____

Resolution

Number 23-1472

Adopted Date November 07, 2023

ACCEPT PROPOSAL FROM TOKIO MARINE HCC FOR STOP LOSS COVERAGE EFFECTIVE JANUARY 1, 2024

WHEREAS, the Board of County Commissioners purchase stop loss coverage to mitigate risk to the health insurance plan; and

WHEREAS, Tokio Marine HCC is the current provider of such coverage and has submitted a proposal for renewal of coverage effective January 1, 2024; and

WHEREAS, said proposal Option 2 indicates a specific premium composite rate from current of \$30.91 to \$29.78, and indicates an aggregate deductible composite rate from current of \$4.64 to \$4.95 PEPM; and

WHEREAS, Option 2 also indicates a change in specific deductible liability from \$300,000 to \$325,000 , and a laser added on specific member of \$500,000; and

NOW THEREFORE BE IT RESOLVED, to accept the proposal Option 2 for stop loss coverage by Tokio Marine effective January 1, 2024; proposal attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Tokio Marine HCC
Horan Associates
Benefits File
Tammy Whitaker, OMB



TOKIOMARINE
HCC

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2024 – 12/31/2024

Quoted for: Hub International Midwest Limited

Proposal Number: -1327168

Proposal Valid Through: 01/01/2024

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Marketing Representative:
Timothy Campbell
TCampbell@tmhcc.com

INDIVIDUAL STOP LOSS COVERAGE



Plan Description	Option 1	Option 2
Coverages	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual	\$ 300,000	\$ 325,000
Except for		
Roberts, Paxton	\$ 500,000	\$ 500,000
Contract Basis	Paid	Paid
Experience Credit Advantage	Included	Included
Lifetime Reimbursement	Unlimited	Unlimited
Maximum Contract Period Reimbursement	Unlimited	Unlimited
Rate(s) Per Month	Enrollment	
Single	365	\$ 11.70
Family	481	\$ 43.57
Composite	846	\$ 29.82
Estimated Contract Period Premium	\$ 348,965	\$ 302,743
Rate(s) include Commission of	0.00 %	0.00 %
Split Funded Liability	\$ 350,000	\$ 350,000



**TOKIOMARINE
HCC**

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2024 – 12/31/2024

Quoted for: Hub International Midwest Limited

Proposal Number: -1327168

Proposal Valid Through: 01/01/2024

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Marketing Representative:
Timothy Campbell
TCampbell@tmhcc.com

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2
Coverages		Medical, Rx Card	Medical, Rx Card
Contract Basis		Paid	Paid
Loss Limit per Individual		\$ 300,000	\$ 325,000
Maximum Contract Period Reimbursement		\$ 1,000,000	\$ 1,000,000
Rate per Month	Enrollment		
Composite	846	\$ 4.85	\$ 4.95
Estimated Contract Period Premium		\$ 49,237	\$ 50,252
Rate(s) include Commission of		0.00 %	0.00 %
Annual Aggregate Deductible		\$ 14,601,187	\$ 14,716,719
Minimum Aggregate Deductible		\$ 14,601,187	\$ 14,716,719
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Single	365	\$ 842.67	\$ 848.16
Family	481	\$ 1,890.21	\$ 1,906.06
Composite	846	\$ 1,438.26	\$ 1,449.64
Run-In Limited To		\$ 0	\$ 0

OVERALL COST SUMMARY

Plan Description	Option 1	Option 2
Total Annual Fixed Cost	\$ 398,202	\$ 352,995
Specific Variable	\$ 350,000	\$ 350,000
Aggregate Variable	\$ 14,601,187	\$ 14,716,719
Maximum Annual Liability	\$ 15,349,389	\$ 15,419,714



TOKIOMARINE
HCC

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of
Commissioners

Effective Dates: 01/01/2024 – 12/31/2024

Quoted for: Hub International Midwest Limited

Proposal Number: -1327168

Proposal Valid Through: 01/01/2024

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Marketing Representative:
Timothy Campbell
TCampbell@tmhcc.com

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 150,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- The Specific Contract Period Reimbursement Maximum for any individual with a Separate Individual Specific Deductible will be reduced by the difference between the Separate Individual Specific Deductible and the Policyholder's Specific Deductible.
- The maximum amount of Covered Expenses that are eligible to satisfy the Annual Aggregate deductible for an individual who has been assigned a higher Separate Individual Specific Deductible will be the amount as shown under Loss Limit on the Application.
- Split Funded Arrangement - Fixed: The Split Funded Liability is the additional claims liability amount assumed by the Employer over and above the amounts used to satisfy the Specific Deductible.
- Quote rated with retirees not covered. Quote rated with no COBRAs being covered based on the census information provided.
- Quote Rated with the following UR Vendors: United HealthCare.
- Quote Rated with the following Cost Containment Program(s): UnitedHealthcare ChoicePlus.



TOKIOMARINE
HCC

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2024 – 12/31/2024

Quoted for: Hub International Midwest Limited

Proposal Number: -1327168

Proposal Valid Through: 01/01/2024

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Marketing Representative:
Timothy Campbell
TCampbell@tmhcc.com

- This proposal includes the HCC Life Experience Credit Advantage program. If at the expiration of the policy and the end of the claim filing period, the policy has a gross loss ratio lower than 70%, the policyholder shall be entitled to a renewal premium credit equal to 50% of the difference between your actual loss ratio and 70%, up to a maximum of 10% of premium. If the sale of the policy includes a commission, the commission percentage shall be subtracted from the 70% for the gross loss ratio calculation.

Rates and factors are based upon the current plan design(s). We will need to receive and review any plan change(s).

- Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 1/1/24 are firm and final if acceptance by 11/10/23. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	\$ 300,000 / Paid	\$ 300,000 / Paid
2	\$ 325,000 / Paid	\$ 325,000 / Paid

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: 11-7-23

By:
Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.



Experience Credit Advantage



Your clients can take advantage of their exemplary claims experience by choosing the Experience Credit Advantage with Tokio Marine HCC - Stop Loss Group.

Please contact your regional marketing representative or underwriter to learn more about Experience Credit Advantage.

Not available in New Hampshire and other restrictions may apply.

Example:

Gross Annual Premium	\$600,000
Loss Ratio Threshold	70%
*70% less commission	
Eligible Experience Refund Premium	\$420,000
Paid Claims	\$315,000
Eligible Gross Profit	\$105,000
50% Profit Share	50%
Eligible Profit Share	\$52,500**

If your client's claims experience is below a 70% gross loss ratio, your client could be eligible for a premium credit or check of up to 50% of the profit.

Restrictions:

- New business only, subsequent renewals subject to review
- 12 month contract
- \$250,000 minimum annual premium
- No CAP coverage in conjunction with Experience Credit

Clients can expect their refund three months after the claims period is closed out.

**Refund is subject to a maximum of 10% of paid premium during the policy year. The refund is spread out over two policy years and your client must renew coverage to be eligible.

Resolution

Number 23-1473

Adopted Date November 07, 2023

AUTHORIZE CHANGE ORDER FORMS FROM OPTUMRX EFFECTIVE JANUARY 1, 2024

WHEREAS, the Warren County Board of Commissioners utilize OptumRx for administration of the prescription program; and

WHEREAS, it is the desire of the Board to make changes to the program effective January 1, 2024; specifically, to increase the Deductible and Total Out-Of-Pocket of the Base and Buy-Up Plan, and implement "Review My Care" and "Specialty Standards" program; and

WHEREAS, in order to implement these changes, OptumRX requires authorization of the Change Order Forms; and

NOW THEREFORE BE IT RESOLVED, to authorize Change Order Forms effective January 1, 2024 attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Horan Associates
c/a—OptumRx
United Healthcare
Tammy Whitaker, OMB
Benefits File



Change Order Form

Revised on 9/21/23

Date Sent: 11/1/2023
Date Effective: 2/1/2024

Client Name	Warren County
Carrier ID	PSI1120
Account ID	07432890743289
Group ID	ALL
Plan Codes	WARCZ1, WARCZ2

Request Type

<input type="checkbox"/> Accumulated Benefits	<input type="checkbox"/> Billing/Pricing	<input type="checkbox"/> DMR Change	<input type="checkbox"/> ID Cards
<input type="checkbox"/> Add Group	<input type="checkbox"/> Client Name Change	<input type="checkbox"/> Drug Rules	<input type="checkbox"/> Mail Order
<input type="checkbox"/> Add Pharmacy	<input type="checkbox"/> Coordination of Benefits	<input type="checkbox"/> Formulary	<input type="checkbox"/> Integrated Accumulator
<input type="checkbox"/> Age Limitations	<input type="checkbox"/> Copay Change	<input type="checkbox"/> HCR Additions	<input type="checkbox"/> Other Implement SECURE Program
<input type="checkbox"/> Address/Contact	<input type="checkbox"/> Day Supply/QL	<input type="checkbox"/> High Dollar	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Specialty PBM Products – Please Select from the following:			
Accumulator Adjustment (AA) Program – Must elect or already have implemented AA at Specialty to select Home Delivery or Onsite Pharmacy options <input type="checkbox"/> AA at Optum Specialty <input type="checkbox"/> AA at Optum Home Delivery <input type="checkbox"/> AA at Onsite Pharmacy (One-time implementation fee)		Variable Copay (VC) Program - Must elect or already have implemented AA & pay applicable program fees <input type="checkbox"/> VC at Optum Specialty <input type="checkbox"/> VC at Optum Home Delivery <input type="checkbox"/> VC at Onsite Pharmacy VC (One-time implementation fee in addition to applicable program fees)	
<input type="checkbox"/> Core Specialty Benefit Optimization (CSBO, HT only)		<input type="checkbox"/> SmartFill	
<input type="checkbox"/> Enhanced Specialty Benefit Optimization (ESBO, HT only)		<input type="checkbox"/> MedicalRx Benefit Optimization (MBO/ "white-bagging")	
<input type="checkbox"/> Price Edge		<input type="checkbox"/> MedicalRx Specialty Provider Network (MSPN)	

Importance of Change

<input checked="" type="checkbox"/> Urgent	<input type="checkbox"/> High Importance	<input type="checkbox"/> Medium/Non-Critical	<input type="checkbox"/> Low Importance
--	--	--	---

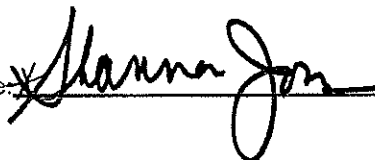
Reason for Request


<input type="checkbox"/> Regulatory	<input type="checkbox"/> Filed or Bargained Plan Change	<input checked="" type="checkbox"/> Other: Client Plan Change
-------------------------------------	---	---

Description of Request:

4 Implement Review My Care and Specialty Standards effective 2/1/2024

I have reviewed this Change Order Request in its entirety, and it correctly outlines the required changes to the identified Carrier, Account and Group ID.

Print Name: Sharon Jones Authorized Signature:  Date: 11.7.23
 Client Signature

Print Name: Kelly Johnson Authorized Signature:  Date: 11/1/2023
 SAE Signature

Print Name: _____ Authorized Signature: _____ Date: _____
 PAM/CAM Signature

Resolution

Number 23-1474

Adopted Date November 07, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO LARRY SMITH INCORPORATED FOR THE PEKIN ROAD AT 123 WATERMAIN REPLACEMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., October 26, 2023, and the bids received were opened and read aloud for the Pekin Road at 123 Watermain Replacement Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Larry Smith Incorporated, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Larry Smith Incorporated, 5737 Dry Fork Road., Cleves, Ohio 45002 for a total bid price of \$106,390.00; and


BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-1475

Adopted Date November 07, 2023

ENTER INTO AN AGREEMENT WITH MIAMI UNIVERSITY ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into an agreement on behalf of the Department of Warren County Children Services with Miami University through its College of Education, Health, and Society; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Miami University
Children Services (file)

**AFFILIATESHIP AGREEMENT
BETWEEN
Warren County Board of County Commissioner's
On Behalf of
Warren County Children Services
416 South East Street, Lebanon, OH 45036
AND
MIAMI UNIVERSITY**

THIS AGREEMENT is made this 6th day of April, 2023, by and between Miami University (hereinafter "the University") through its College of Education, Health and Society and **Warren County Board of County Commissioner's** On Behalf of Warren County Children Services(hereinafter called "Affiliate").

TERM AND TERMINATION

- A. The initial term of this Agreement shall begin on April 6, 2023 and shall end April 5, 2028. This Agreement will automatically renew for like terms unless otherwise terminated as provided herein. This Agreement is intended to be a multiple-use agreement and govern the educational experience of Students on Affiliate's premises throughout the term of the Agreement. This Agreement is intended to only set forth the parties obligations while the Students are at the Affiliate for his/her respective educational experience.
- B. This Agreement may be terminated at the will of any party by giving thirty (30) days written notice to the other, provided that Students who are currently in an educational experience at the Affiliate pursuant to this Agreement be allowed to complete their assignment without interruption, unless such continuation is deemed not to be in the best interest of the patient/client/student.

WHEREAS, The University and Affiliate wish to form a relationship to provide educational experiences for one or more students (undergraduate and graduate) enrolled in the aforementioned University (hereinafter "Students"), with the objective of producing competent graduates upon degree completion; and

WHEREAS, The University desires quality clinical/field experiences that support the educational preparation of students; and

WHEREAS, the University desires to serve its affiliates in various educational and clinical/field facilities in their efforts to provide quality services and programs to their constituents; and

WHEREAS, the Affiliate desires to aid the University in its educational efforts;

WHEREAS, this Agreement shall cover and include Student placements from the University's programs/departments as correspond accordingly; and

WHEREAS, the Affiliate is willing to allow Students access to its premises under the terms and conditions referred to herein; and

WHEREAS, the Affiliate desires to improve its instructional and/or clinical capabilities, and

NOW THEREFORE, in consideration of the mutually beneficial affiliation hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

I. OBLIGATIONS AND RIGHTS OF UNIVERSITY – ALL PROGRAMS

- A. The University shall provide requests (written preferred) to the Affiliate to permit Students access to Affiliate's premises. The University or the Student, as applicable, shall provide the Affiliate with the names of Students, relevant demographic information, and dates of educational experience at Affiliate prior to the Student's arrival. Only Students who are in good standing at the University and who have completed all prerequisites required by the University are eligible to participate.

- B. In the event any regulatory or accrediting body mandates criminal background checks on Students (or the Affiliate holds this policy), the University shall notify the Affiliate of the date and results thereof prior to commencement of the educational experience. Students may be prohibited from access to the Affiliate's premises pursuant to this Agreement if convicted of any felony or when the Affiliate has a more stringent threshold; or if she/he has been or is named a defendant to any litigation alleging fraudulent misconduct or moral turpitude.
- C. The University shall apprise Faculty/Staff and Students of the requirement to comply with all of the Affiliate's policies, rules and regulations while they are present on the Affiliate's premises.
- D. The University reserves the right to revoke any placement prior to the Student's entry into the Affiliate's premises; or to withdraw the Student from the assigned educational experience, when in the University's judgment, the educational experience no longer meets the needs of the Student.
- E. The University agrees to cooperate with the Affiliate so as to enable the Affiliate to comply with all applicable federal and state laws and all regulatory and accrediting organizations rules, regulations, and requirements.
- F. For each Student involved in an educational experience on the Affiliate's premises, the University will provide and maintain, or cause each Student to continuously maintain, insurance covering the educational experience for each Student with total limits of \$1 million per occurrence and \$3 million aggregate coverage per year. The University shall maintain a copy of the Professional Liability Insurance certificate and shall provide such certificate to the Affiliate annually. The University shall be responsible for or shall cause the Student to be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. If such insurance is "claims made", an extended reporting endorsement ("Tail") for such Professional Liability Insurance shall be purchased in the event of the termination/completion of the applicable Student's educational experience hereunder, and the University shall be responsible for and pay or cause the Student to be responsible for and shall pay any such tail insurance premium. If Faculty/Staff will be on the Affiliate's premises with the Students during any educational experience, the University shall provide, upon request, evidence of the Worker's Compensation insurance in the amounts as required by law, as well as professional liability insurance in the amounts as described above, covering the Faculty/Staff.

II. OBLIGATIONS OF THE ACADEMIC DEPARTMENT OF THE FIELD EXPERIENCE

- A. The University Director of Clinical/Field Experiences shall serve as the administrator of the field service office for the University. Examples of the responsibilities of the Director include:
 - 1. placing students in appropriate field settings;
 - 2. completing university records;
 - 3. coordinating the activities of all field-based centers;
 - 4. coordinating the schedules of the instructional teams to facilitate placements;
 - 5. serving as a spokesperson for the University in matters relating to field experiences; and
 - 6. providing professional development for University Supervisors.
- B. The Academic Department shall provide instruction and oversight for the professional development of the student, complete site visits, monitor disposition and competency attainment of the student.
- C. The Academic Department shall provide mutually beneficial inservice opportunities for the University students and Affiliate personnel when so requested by the Affiliate and agreed to by the University.

III. OBLIGATIONS AND RIGHTS OF STUDENTS IN ALL SETTINGS

- A. The Student shall handle all confidential information in a professional and ethical manner and in accordance with all applicable federal and state, including HIPAA and FERPA, laws and regulations. Under no circumstances will the Student discuss or disclose patient/client/student information with anyone other than the appropriate Affiliate or Faculty/Staff personnel.
- B. The Student shall be familiar with and adhere to rules, policies, and procedures of the Affiliate.
- C. The Student shall engage in timely and clear communication with University and Affiliate designee (following the chain of command), any changes that would impact their ability to carry out responsibilities assigned by the Faculty/Staff.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

MIAMI UNIVERSITY

AFFILIATE

DocuSigned by:
 Signature Elizabeth Mullenix
52247167F0AA42D...
 Print Name Elizabeth Mullenix
 Title Provost
 Department n/a
 Date 10/19/2023

Signature *Shannon Jones
 Print Name Shannon Jones
 Title President
 Department Board of County Commissioners
 Date 11.7.23

(Additional signatory of, if applicable, below)

Signature _____
 Print Name _____
 Title _____
 Department _____
 Date _____

Signature _____
 Print Name _____
 Title _____
 Department _____
 Date _____

APPROVED AS TO FORM

Kathryn M. Horvath
 Kathryn M. Horvath
 Asst. Prosecuting Attorney

- D. The Student shall wear appropriate professional attire per Affiliate's dress code and conduct themselves professionally at all times.
- E. The Student shall comply with his/her respective University and Affiliate designee's instructions at all times.

IV. OBLIGATIONS AND RIGHTS OF THE AFFILIATE FOR ALL PROGRAMS

- A. So long as the University and Students fulfill the obligations contained herein, the Affiliate shall allow Students and Faculty/Staff access to its premises.
- B. To the extent possible, the Affiliate shall exert its best efforts to maximize the quality of the educational experience of all Students.
- C. Affiliate personnel will instruct or supervise the Students while on the Affiliate's premises. The University shall designate Faculty/Staff of the University who may instruct or supervise Students on site at the Affiliate, or if not on site, shall be immediately available for consultation with the Affiliate personnel and Students via electronic communication during the Student's educational experience.
- D. The Affiliate shall schedule adequate staff to provide necessary services for its patients/clients/students and shall not rely upon Students' participation in determining staffing levels.
- E. The Affiliate shall provide the physical facilities and learning opportunities necessary for the educational experience and shall provide the University with facility information as required by the University to maintain its current program accreditation.
- F. The Affiliate shall inform the University immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental. If the Affiliate, at its sole discretion, determines that the continued presence of any Student poses a threat to the welfare of anyone, or is detrimental or disruptive to the performance of the Affiliate's activities, said Student's privileges of participating in this program at the Affiliate shall be immediately terminated.
- G. The Affiliate shall designate a representative to work with the University so as to achieve the objectives of the educational experience.
- H. The Affiliate will inform University of any policy, program or personnel changes that could impact Student learning.

V. MUTUAL OBLIGATIONS/MISCELLANEOUS FOR ALL PROGRAMS

- A. The parties agree to cooperatively establish the learning objectives for the educational experiences, devise methods for their implementation, and evaluate the effectiveness of the educational experiences.
- B. No party shall use discriminatory practices in assignment, acceptance and evaluation of Students. Students shall have equal opportunity with respect to race, color, creed, religion, national origin, gender, sexual orientation, gender identify, age, disability, and marital status.
- C. The parties shall maintain the confidentiality of Student records and performance and all patient/client/student information.
- D. This Agreement and any written modifications hereto contain the entire agreement between parties and supersedes all prior agreements whether written or oral as it relates to the subject of this Agreement.
- E. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio.
- F. The failure of any party to insist in any one or more instances upon strict performance of any provisions of this Agreement or take advantage of any rights hereunder shall not be construed as waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect.

VI. MUTUAL OBLIGATIONS/MISCELLANEOUS FOR PLACEMENTS BETWEEN UNIVERSITIES

- A. Any specific activity developed under this MOU shall be detailed in a separate written agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsibilities of departments or individuals.

Resolution

Number 23-1476

Adopted Date November 07, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES.

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subgrant Agreement with Wood County Department of Job and Family Services and the Child Welfare Fellowship Project Parties, on behalf of Warren County Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Wood County Department of Job and Family Services
Children Services (file)

CFDA #	CCMEP WIOA 17.259 / CAPTA 93.669
FAIN #	CCMEP WIOA AA363392155A39 / CAPTA /
1801OHNCAN	
Date of Federal Award	CCMEP WIOA 7/1/22 and CAPTA 10/1/17
Subgrantees Unique Identifier	REFER TO SIGNATURE PAGES
Federal Awarding Agency	CCMEP WIOA -DOL / CAPTA-HHS

**SUBGRANT AGREEMENT BETWEEN
WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES (ALLEN, ASHLAND,
AUGLAIZE, CRAWFORD, HANCOCK, HURON, OTTAWA, PUTNAM, PREBLE,
SENECA, SANDUSKY, WILLIAMS, WARREN, ALLEN, ATHENS, FAIRFIELD,
MORROW, HENRY, MARION, AND SCIOTO) COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICE AGENCIES)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the Wood County Board of County Commissioners, on behalf of the Wood County Department of Job and Family Services (collectively, "Wood County"), and the independent Children's Services Boards of Athens, Allen and Marion counties and Boards of County Commissioners of Ashland, Auglaize, Crawford, Hancock, Henry, Huron, Fairfield, Ottawa, Putnam, Preble, Seneca, Sandusky, Warren, Williams, Morrow and Scioto counties (collectively, the "Subgrantees").

WHEREAS, this Agreement is applicable to Wood County's Workforce Innovation and Opportunities Act (WIOA) and State General Revenue Funds (GRF) subawards. WIOA's Code of Federal Domestic Assistance ("CFDA") now known as the Assistance Listing Number ("ALN") 17.259, a copy of which is attached as **Exhibit A**, and which shall be incorporated by reference herein.

WHEREAS, the intent of this Agreement is to establish Wood County as a "pass-through entity" and the Subgrantees as a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget ("OMB"); and

WHEREAS, the parties wish to establish and participate in a Child Welfare Fellowship Program, which is a pilot project that includes the recruiting, hiring, and training of college students to properly prepare them to be job ready in the child welfare field upon graduation; and

WHEREAS, as a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), Wood County may: (1) provide financial assistance to the Subgrantees in accordance with this Agreement and state and federal laws; (2) monitor the Subgrantees to obtain reasonable assurances that the financial assistance provided pursuant to this Agreement is used in accordance with applicable conditions, requirements, and restrictions; (3) provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this

Agreement; and (4) take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to these funds.

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

I. DEFINITIONS

- A. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Wood County to Subgrantees.
- B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.
- C. "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code ("OAC") rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, any Governor's Executive Orders to the extent that they apply to counties, and any applicable Ohio Department of Job and Family Services ("ODJFS") Procedure Manuals and Guidance Letters. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "Subgrantees" has the same meaning as "county grantee" as that term is defined in ORC Section 5101.21(A)(1).

II. SUBGRANTEES' RESPONSIBILITIES

As a subrecipient of WIOA and GRF funds, each Subgrantee agrees to:

- A. Administer a Child Welfare Fellowship Program as described herein and comply with all applicable state and federal laws, program rules, conditions, and budget.
- B. Not hire an individual as a Fellow until WIOA eligibility has been completed and the eligibility information has been provided to the subgrantee.
- C. Follow all policies and procedures as agreed upon by the Subgrantees.
- D. Invoice Wood County monthly, including an invoice and supporting documentation, for the following **actual** expenses:
 - 1. Salary, PERS, and Medicare costs for the Student Fellow Employees;
 - 2. Technology expenses as budget allows;
 - 3. Travel expenses; and
 - 4. Related expenses as allowed (including but not limited to drug tests, cell phone stipends, etc.); and
 - 5. 15% of actual costs invoiced for an administration fee.
- E. Complete all required background checks of hired staff that work directly with or transport youth or adult consumers in an unsupervised manner. Background checks include, but are

not limited to, BCII and FBI (FBI is only required if the employee has lived outside of the state of Ohio at any time). Background checks must be completed, and results received and reviewed prior to the Subgrantees' hired staff working directly with youth or adult consumers. Backgrounds check verifications must be supplied upon request by Wood County. Background checks are to be paid for by Subgrantees but costs may be requested for reimbursement.

- F. Provide WIOA eligibility services for all Wood County fellows (this shall be a selected subgrantee(s)).
- G. Meet performance standards as determined by the Ohio Department of Job and Family Services, Office of Children and Families, the Greater Ohio Workforce Board Inc. ("GOWBI"), and/or Wood County.
- H. Participate in regular meetings with Wood County and the rest of the subgrantees.
- I. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal and state laws, the federal terms and conditions of the grant award, and this Agreement.
- J. Utilize a financial management system that meets the requirements established by Wood County and federal and state law.
- K. Promptly reimburse Wood County for any funds Wood County pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Wood County is responsible.
- L. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Wood County, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- M. Where Subgrantees identify reimbursements or other payments due Wood County, promptly notify Wood County and request direction as to the way such payments shall be made.
- N. Keep and maintain complete and accurate records of program costs and activities under this Subgrant for the identified period of three years or longer as identified in Article IX.
- O. Make records relevant to this subgrant available to Wood County, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- P. Comply with applicable requirements of OAC Chapter 5101:9-4 "Acquisition and Procurement", including but not limited to, standards for acquisition, county written standards of conduct, small and minority business and women's business enterprise and labor surplus area firms, procurement and contract requirements and methods, asset reimbursement methods for county family services agencies and workforce investment act (WIA), rental costs and lease agreements, and disposal of assets.
- Q. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42.

- R. Incorporate paragraph N through Q, above, into existing and future agreements with other subgrantees as it relates to this program.

III. RESPONSIBILITIES OF WOOD COUNTY

Wood County agrees to:

- A. Provide a point-of-contact(s) to assist in the coordination of the Child Welfare Fellowship Project.
- B. Participate in regular quarterly meetings with the Subgrantees;
- C. Provide cost-reimbursement funding to the Subgrantees in accordance with this Agreement and federal, state, and local laws;
- D. Monitor the Subgrantees to ensure the subgrant funding is used in accordance with all applicable state and federal laws, rules, conditions, requirements, and restrictions;
- E. Provide information on the terms and conditions of the grant awards addressed in this Agreement and provide information on any updates or changes to the grant program;
- F. Provide guidance regarding participant eligibility, applications/forms, documentation, training, and recordkeeping; and
- G. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.
- H. Determine WIOA eligibility for all non-Wood County fellows.

IV. TERM

This Agreement shall be in effect from September 1, 2023, through June 30, 2024, unless suspended or terminated pursuant to Section VII prior to the above termination date. This subgrant has been aligned to coincide with the State Fiscal Year, therefore it is not a full year term.

V. AMOUNT OF GRANT; INVOICING; FINANCIAL MANAGEMENT

- A. The total amount of this subgrant is \$ 540,306.00 in WIOA funds and \$292,496.90 in State General Revenue Funds, for a total of \$832,802.90 to be utilized by the Subgrantees. Funds will be adequately shared and disbursed to each Subgrantee based on reimbursement of allowable expenses.
- B. Payment will be made to the Subgrantees on a cost-reimbursement basis and shall be made in accordance with the Subgrantees' actual costs. The Subgrantees shall invoice Wood County monthly for reimbursement of actual costs incurred under this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (*i.e.*, salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. With invoice, the Subgrantees shall (1) submit the names of the consumers participating in the program, and (2) verification documentation of all related allowable disbursements. All invoices must be submitted to Wood County Department of Job and Family Services, P.O. Box 679, Bowling Green, Ohio 43402 by the 10th of the month following the month of service. Any invoices provided past this date will not be paid. It is incumbent upon the Subgrantees to ensure they have invoiced for all allowable services and expenses.

- C. The Subgrantees understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, GOWBI, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Wood County Board of County Commissioners. If, at any time, Wood County determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, Wood County may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Wood County to Subgrantees, or other form of financial assistance as Wood County determines appropriate. If the Ohio General Assembly, ODJFS, GOWBI, funding sources external to the State of Ohio, such as federal funds, or the Wood County Board of County Commissioners fails at any time to continue funding Wood County for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of Wood County.
- D. As a subrecipient of federal funds, the Subgrantees hereby specifically acknowledge their obligations relative to all federal funds provided under this Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 45 CFR 75, and 45 CFR 95, including but not limited to, the following federal rules:
1. Standards for financial management systems: The Subgrantees will comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 75.309, the Subgrantees may seek reimbursement of costs resulting from obligations incurred during the funding period specified in this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law, not to exceed 90 days.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 75.306, cost sharing or matching requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.
 4. Program Income: Program income must be used and accounted for as specified in 45 CFR 75.307.
 5. Real Property: If the Subgrantees are authorized to use subgrant funds for the acquisition of real property, title, use, and disposition of the real property, such transactions will be governed by the provisions of 45 CFR 75.318.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by any Subgrantee with subgrant funds will be governed by the provisions of 45 CFR 75.321.
 7. Supplies: Title and disposition of supplies acquired by any Subgrantee with subgrant funds will be governed by the provisions of 45 CFR 75.321.
 8. Procurement: While Subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable, 45 CFR 92.36, 2 CFR 200.317 to 200.327, O.A.C. 5101:9-4-07, and R.C.

307.86. In the event of conflict between federal, state, and local requirements, the most restrictive method must be used.

- E. Indirect Cost Rate: 15% Indirect Cost Rate will be used.
- F. In addition to this Agreement, the parties acknowledge the following additional Federal Funds obligated by Wood County to Subgrantees either as part of this Agreement or others:
 - 1. Total amount of Federal and State Award obligated to Wood County and Subgrantees for this project is \$832,809.90
 - 2. Total amount of Federal and State Funds obligated to Wood County and Subgrantees for this project is \$832,809.90

VI. AUDITS OF SUBGRANTEES

The Subgrantees agree to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501 and 2 CFR 200, the Subgrantees must ensure that they conduct an audit that complies with 2 CFR 200.514 for funds received under this Agreement. Costs of such audits are allowable as provided in 2 CFR 200.435.

Audit exceptions and sanctions will be passed onto the causal Subgrantee. Should any subgrantee not follow proper fiscal procedure or mismanage any funds provided to them through the reimbursement process, it shall be the sole responsibility of the causal subgrantee to address these issues and be financially responsible for any financial findings or recovery demands made by the Auditor of State or the Ohio Department of Job and Family Services. Wood County shall only be fiscally liable for Wood County's own financial finding or recovery demands.

VII. SUSPENSION AND TERMINATION

- A. The parties may mutually agree to a termination of this Agreement by entering into a written termination agreement.
- B. Wood County may suspend or terminate this Agreement for any reason forty-five (45) days after delivery of written notice to Subgrantees. Wood County may suspend or terminate this Agreement immediately after delivery of written notice to the Subgrantees if Wood County (1) discovers any illegal conduct on the part of Subgrantees, (2) is subject to a loss of federal or state funding, or (3) is informed by Ohio Department of Job and Family Services that the Agreement does not comply with local, state, or federal law.
- C. Pursuant to Ohio Revised Code § 5101.24, Wood County may take any or all of the following actions if any Subgrantee materially fails to comply with any term of an award, state and federal laws, or any assurance, this Agreement, or any other applicable rule or condition:
 - 1. Temporarily withhold payments pending correction of the deficiency by Subgrantees or more severe enforcement action;
 - 2. Disallow all or part of the cost of the subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantees;
 - 4. Withhold future awards for the subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Agreement.

- D. The Subgrantees, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as Wood County may require.
- E. In the event of suspension or termination under this Article, the Subgrantees shall be entitled to compensation, upon submission of a proper invoice, for the allowable costs incurred prior to receipt of notice of termination or suspension. Wood County shall not be liable for any further claims, and the claims submitted by the Subgrantees shall not exceed the total amount of the subgrant award under this Agreement.

VIII. BREACH OR DEFAULT

- A. Upon breach or default by any Subgrantee of any of the provisions, obligations or duties embodied in this Agreement, Wood County may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Wood County retains the right to exercise all remedies hereinabove mentioned.
- B. If any party fails to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by Wood County shall not be effective unless it is in writing and signed by Wood County.

IX. RECORDS

Each Subgrantee must establish and maintain for at least three (3) years from the termination of this Agreement all records relative to the administration of this Subgrant. Subgrantees further agrees to maintain records longer than three years if any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later. These records include, but are not limited to, participant eligibility, programmatic, statistical, procurement and fiscal records. The parties further agree that records involving any questioned costs, audit disallowance, litigation, or dispute between Wood County and Subgrantees shall be maintained for the time needed for the resolution of said question. In the event of early termination of this Agreement, or if for any other reason Wood County shall require a review of the records related to this subgrant, the Subgrantees shall, at its own costs and expense, segregate all such records relating to the subgrant from other records of operation.

X. NOTICES

All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally

delivered or sent by United States mail, registered, or certified, return receipt requested, to the addresses set forth hereunder.

If to Wood County:

Wood County Department of Job and Family Services
David Wigent, Director
1928 E. Gypsy Lane Road
P.O. Box 679
Bowling Green, Ohio 43402.

If to the Subgrantees:

Hancock County Job and Family Services
Randall Galbraith, Director
7814 Co. Rd. 140, Findlay, Ohio 45840

Ottawa County Job and Family Services:
Stephanie Kowal, Director
8043 W. St. Route 163, Oak Harbor, Ohio 43449

Sandusky County Job and Family Services
Melanie Allen, Director
2511 Countryside Dr., Fremont, Ohio 43420

Williams County Job and Family Services:
Fred Lord, Director
117 W. Butler St., Bryan, Ohio 43506

Warren County Children's Services:
Shawna Jones, Director
416 South East St, Lebanon, Ohio 45036

Seneca County Job and Family Services:
Kathy Oliver, Director
900 Co. Rd. 120, Tiffin, Ohio 44883

Allen County Children's Services
Sarah Newland, Director
123 W. Spring St., Lima, Ohio 45801

Auglaize County Job and Family Services:
Julie Gossard, Director
12 N. Wood St., Wapakoneta, Ohio 45895

Ashland County Job and Family Services
Peter Stefaniuk, Director
15 W. 4th St., Ashland, Ohio 44805

Putnam County Job and Family Services:
Suzie Wischmeyer, Director
575 Ottawa- Glandorf Rd. Ottawa, Ohio 45875

Preble County Job and Family Services
Rebecca Sorrell, Director
1500 Park Ave, Eaton, Ohio 45320

Athens County Children's Services
Otis Crockren, Director
PO Box 1046, Athens, Ohio 55701

Fairfield County Job and Family Services
Corey Clark, Director
239 W. Main St., Lancaster, Ohio 43130

Henry County Job and Family Services
Shannon Jones, Director
104 E. Washington St., Napoleon, Ohio 43545

Marion County Children's Services
Jaqueline Ringer, Director
1680 Marion-Waldo Rd., Marion, Ohio 43302

Morrow County Job and Family Services
Sundie Brown, Director
619 W. Marion Rd, Mt. Gilead, Ohio 43338

Scioto County Job and Family Services
Tamela Moore, Director
710 Court St., P.O. Box 1347, Portsmouth, OH 45662

Huron County Job and Family Services
Lenora Minor, Director
185 Shady Lane Dr., Norwalk, Ohio 44857

Crawford County Job and Family Services
Melinda Crall, Director
224 Norton Way, Bucyrus, Ohio 44820

Morrow County Job and Family Services
Sundie Brown, Director
619 W. Marion St. #16, Mt. Gilead, Ohio 43338

Marion County Children's Services
Jaqueline Ringer, Director
1680 Marion-Waldo Rd, Marion, Ohio 43302

XI. SUBCONTRACTS, ASSIGNMENT, SUBGRANTEES SUBAWARDS

- A. The Subgrantees may not subcontract or assign its duties under this Agreement without the prior express written authorization of Wood County. Any subcontracts or assignments made with another party must comply with all applicable state and federal laws.
- B. The Subgrantees may not award a subgrant of the financial assistance granted under this Agreement to another non-federal entity without the prior express written authorization of Wood County. Any subgrant made by any Subgrantee must be made by means of a Subgrant Agreement which requires the entity awarded the subgrant to comply with all conditions, requirements, and restrictions applicable to the Subgrantees. The Subgrantees must perform those functions required under federal, state, and local laws as a subrecipient of Subgrantees under this Agreement and as a pass-through entity of any awards of subgrant to other entities.

XII. SUBGRANTEES CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the subgrant and by executing this Agreement, the Subgrantees hereby affirm current and continued compliance with each condition listed below. The Subgrantees' certification of compliance with each of these conditions is considered a material representation of fact upon which Wood County is relying in entering into this Agreement:

- A. Federal Debarment Requirements: The Subgrantees each certify that neither they nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 92.35 (HHS).
- B. Qualifications to Conduct Business: The Subgrantees each affirm that they have the legal authority to receive federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
- C. Finding for Recovery: The Subgrantees each affirm that neither they nor their principals are subject to a finding for recovery under ORC 9.24, or that they have taken the appropriate

- remedial steps required, or otherwise qualifies under ORC 9.24 to contract with Wood County, as Wood County is a political subdivision of the State of Ohio.
- D. Ethics Law: The Subgrantees certify that they and all officers, employees, and agents of the Subgrantees will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
- E. Nondiscrimination: The Subgrantees certify that it will comply, as applicable, with all federal statutes relating to nondiscrimination. These include but are not limited to:
1. Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin.
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination based on sex.
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on handicaps.
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination based on age.
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse.
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
- F. Pro-Children: The Subgrantees certify that they will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
- G. Acknowledgement of Federal Funding: The Subgrantees certify that they will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
- H. Limited English Proficiency: The Subgrantees certify that they will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
- I. Resource Conservation: The Subgrantees certify that they will comply with the Resource Conservation and Recovery Act (42 USC 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247 - 254).
- J. Hatch Act: The Subgrantees certify that they will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, Executive Order 11738, and environmental protection WCDJFS regulations (40 CFR Part 15);
- L. The Subgrantees certify that they will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access

to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

- M. The Subgrantees certify that they will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- N. The Subgrantees certify that they will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Agreement.

XIII. LOBBYING

Each Subgrantee warrants that for the duration of this Agreement, they have not, and will not, use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Subgrantee further warrants that they will disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any federal award. Upon receipt of notice, Wood County will issue a termination notice in accordance with the terms of this Agreement. If any Subgrantee fails to notify Wood County, Wood County reserves the right to immediately suspend payment and terminate this Agreement.

XIV. TELECOMMUNICATIONS EQUIPMENT

Grantee and any and all Subgrantees are prohibited from obligating or expending loan or grant funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of governmental facilities, physical security surveillance of critical, and other national security purposes, video surveillance equipment and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produces or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government to a covered foreign country.

XV. EXECUTIVE ORDER 2022-02D

Grantee and all subgrantees acknowledge and agree to abide by Executive Order 2022-02D for any contracts which involve state dollars. Executive Order 2022-02D prevents purchases of

services from or investments in Russian institutions or companies. "Company" means a sole proprietorship, partnership, corporation, national association, society anonyme, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit. All grantees and subgrantees must affirm they understand this and will abide by the requirements of this order and disclose the principal location of business for the grantee and all subgrantees who are supplying services to the State under the proposed contracts.

XVI. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability.** Subgrantees agree to accept and be responsible for the actions or omissions of its agents, officers and employees arising out of this Agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for such actions or actions or omissions onto Wood County. Wood County agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this agreement shall be interpreted to place any responsibility for such actions or omissions on Subgrantees. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- B. **Insurance.** Subgrantees will procure and maintain at its own cost for the duration of this Agreement the insurance according to each Subgrantee's County requirements.
- C. **Nature of Relationship.** Subgrantees agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- D. **OPERS.** Subgrantees agree that all individuals employed by Subgrantees for purposes of carrying out the Child Welfare Fellowship Program are public employees of each specific Subgrantee for purposes of the Public Employees Retirement System as set forth in Chapter 145 of the Ohio Revised Code. It is agreed the individuals are not public employees of Wood County, except those hired by Wood County.
- E. **Confidentiality/Public Records.** Subgrantees agrees that all records, documents, writings, or other information produced by Subgrantees under this Agreement, and all records, documents, writings, or other information used by Subgrantees in the performance of this Agreement are treated in the following manner:
 - a. All Wood County information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Subgrantees. Where there is a question as to whether information is public or private, Wood County will make the final determination.
 - b. Subgrantees agree that they will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the duties specified herein. Subgrantees agree to be bound by the same standards of confidentiality that apply to the employees of Wood County, Wood County, ODJFS and the State of Ohio.
- F. **Choice of Law.** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio.

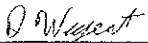
- G. Severability. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.
- H. Entire Agreement. This document constitutes the entire agreement between Wood County and the Subgrantees with respect to all matters herein. This Agreement may be amended only by a document signed by both parties. The parties agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as evidenced by their signatures below:

For Wood County:

As recommended by:



David Wigent, Director
Wood County Department of Job and Family Services

October 3, 2023

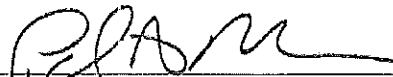
Date

As approved by:

Board of Wood County Commissioners:

Date: _____

Approved as to form:




Paul Dobson
Wood County Prosecuting Attorney

Date: 10/3/2023

WARREN COUNTY CHILDREN SERVICES SIGNATURE PAGE

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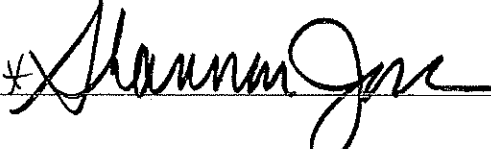
As recommended by:


Shawna Jones, Director
Warren County Children Services

11-1-23
Date

As approved by:

Warren County Commissioners:

* 

* 

* _____

Date: 11-7-23

Approved as to form (if county required):


Prosecuting Attorney

Date: 10/27/23

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, **Matthew Oestreich** Auditor of Wood County hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of **035.0241.540100** or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance. Total amount shall not exceed (\$832,802.90), or the state allocated amount. Total Subgrant amount partially covers two calendar years.

Total Amount \$832,802.90

Matthew Oestreich, Wood County Auditor

Date _____

DEPARTMENT OF LABOR**ASSISTANCE LISTING 17.258 WIOA ADULT PROGRAM****ASSISTANCE LISTING 17.259 WIOA YOUTH ACTIVITIES****ASSISTANCE LISTING 17.278 WIOA DISLOCATED WORKER FORMULA GRANTS****I. PROGRAM OBJECTIVES**

The Workforce Innovation and Opportunity Act of 2014 (WIOA) authorizes formula grant programs to states to help job seekers access employment, education, training, and support services to succeed in the labor market. Using a variety of methods, states provide employment and training services through a network of American Job Centers (AJC), also known as One-Stop Career Centers. The WIOA programs provide employment and training programs for adults, dislocated workers, and youth, and Wagner-Peyser Act employment services administered by the Department of Labor (DOL). The programs also provide adult education and literacy services that complement the Vocational Rehabilitation state grants awarded by the US Department of Education. These grants assist individuals with disabilities in obtaining employment and help job seekers achieve gainful employment. Youth employment and educational services are available to eligible out-of-school youth, ages 16 to 24, and low-income in-school youth, ages 14–21, who face barriers to employment.

II. PROGRAM PROCEDURES*Subtitle B Statewide and Local Workforce Development Programs*

These programs provide the framework for delivery of workforce activities at the state and local levels to individuals who need those services, with an emphasis on serving individuals with barriers to employment, including job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, persons with disabilities, and employers. Each state's governor is required to establish a state Workforce Development Board and develop a Unified State Plan or a Combined State Plan.

A Local Workforce Development Board (local board) is appointed by the chief elected official in each local area in accordance with state criteria established under WIOA Section 107(b) and must be certified by the governor every two years. Each local board, in partnership with the appropriate chief elected officials, develops, and submits a comprehensive four-year plan to the governor, which identifies and describes certain policies, procedures, and local activities that are consistent with the Unified State Plan or the Combined State Plan. The plan must include a description of the AJC delivery system to be established or designated in the local area, including a copy of the local Memorandum of Understanding (MOU) between the local board and each of the AJC partners (1) describing the operation of the local AJC delivery system; (2) identifying the AJC operator or entity responsible for the disbursement of grant funds; and (3) describing the competitive process to be used to award grants and contracts for activities carried out under Subtitle I of WIOA.

The agreement between the local board and the AJC operator specifies the operator's role. That role may range from simply coordinating service providers within the center, to being the primary provider of services within the center to coordinating activities throughout the local AJC system. The AJC operator may be a single entity or consortium of entities and may operate one or more AJC centers. In addition, there may be more than one AJC operator in a local area. The types of entities that may be selected to be the AJC operator include: (1) an institution of higher education; (2) an employment service state agency established under the Wagner-Peyser Act on behalf of the local office of the agency; (3) a community-based organization, nonprofit organization, or intermediary; (4) a private for-profit entity; (5) a government agency; and (6) another interested organization or entity, which may include a local Chamber of Commerce or other business organization, or a labor organization.

The following federal programs are required to be partners in the local AJC system: (1) programs authorized under Title I of WIOA; (2) programs authorized under the Wagner-Peyser Act (29 USC 49 et seq.); (3) adult education and literacy activities authorized under Title II of WIOA; (4) programs authorized under Title I of the Rehabilitation Act of 1973 (29 USC 720 et seq.), other than Section 112, WIOA, or Part C of that title; (5) senior community service employment activities authorized under Title V of the Older Americans Act of 1965 (42 USC 3056 et seq.); (6) career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 USC 2301 et seq.); (7) activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 USC 2271 et seq.); (8) activities authorized under chapter 41 of Title 38, USC; (9) employment and training activities carried out under the Community Services Block Grant (42 USC 9901 et seq.); (10) employment and training activities carried out by the Department of Housing and Urban Development; (11) programs authorized under state unemployment compensation laws (in accordance with applicable federal law); (12) programs authorized under Section 212 of the Second Chance Act of 2007 (42 USC 17532); and (13) programs authorized under Part A of Title IV of the Social Security Act (42 USC 601 et seq.).

WIOA also provides that other entities delivering workforce development programs may serve as additional partners in the AJC system with the approval of the local board and chief elected official. For a complete list of additional partners, please refer to Section 121(b)(2)(B) of the WIOA.

Each entity in a local area must (1) provide access through the AJC delivery system to the one-stop career services; (2) use a portion of funds made available for the program and activities to maintain the AJC delivery system, including payment of infrastructure costs; (3) enter into a local MOU with the local board relating to the operation of the AJC system; (4) participate in the operation of the AJC system consistent with the terms of the MOU and requirements of authorizing laws; and (5) provide representation on the state Workforce Development Board.

Career services are available at any comprehensive AJC center. Well-trained staff are co-located at each center, and cross-trained. Cost-reimbursement or other agreements between service providers at the comprehensive AJC center and the partner programs are available and are described in the Unified State Plan and the local MOU.

A local board may not itself provide training services to adults and dislocated workers unless it receives a waiver from the governor and meets the requirements of Section 106(b)(1)(B) of the WIOA. Instead, local boards, in partnership with the state, identify training providers and programs whose performance qualifies them to receive WIOA funds to train adults and dislocated workers. After receiving career services, and in consultation with case managers, eligible participants who need training use the eligible training provider list, which contains performance and cost information on training eligible providers, to make an informed choice.

Individual Training Accounts (ITAs) are established for eligible individuals to finance training through these eligible training providers. Payments from ITAs may be made in a variety of ways, including the electronic transfer of funds through financial institutions, vouchers, or other appropriate methods. Payments also may be made through payment of a portion of the costs at different points in the training course. Exceptions to the use of ITAs are permissible only where the services provided are for on-the-job or customized training; and where the local board determines that there is an insufficient number of eligible providers available locally.

Source of Governing Requirements

The WIOA program is authorized by Title I of the Workforce Innovation and Opportunity Act of 2014 (Pub. L. No. 113-128). The regulations for the Title I WIOA adult, dislocated worker, and youth programs are at 20 CFR parts 680, 681, 682, and 683, as well as the joint DOL and Department of Education regulations found at 20 CFR parts 676 through 678.

Availability of Other Program Information

Other information on programs authorized under the WIOA can be found at <http://www.doleta.gov/wioa>.

III. COMPLIANCE REQUIREMENTS

In developing the audit procedures to test compliance with the requirements for this federal program, the auditor must determine, from the following summary (also included in Part 2, "Matrix of Compliance Requirements"), which of the 12 types of compliance requirements have been identified as subject to the audit (noted with a "Y" in the summary matrix below), and then determine which of the compliance requirements that are subject to the audit are likely to have a direct and material effect on the federal program at the auditee. For each such compliance requirement subject to the audit, the auditor must use Part 3 (which includes generic details about each compliance requirement other than Special Tests and Provisions) and this program supplement (which includes any program-specific requirements) to perform the audit. When a compliance requirement is shown in the summary below as "N," it has been identified as not being subject to the audit. Auditors are not expected to test requirements that have been noted with an "N." See the Safe Harbor Status discussion in Part 1 for additional information.

A	B	C	E	F	G	H	I	J	L	M	N
Activities Allowed or Unallowed	Allowable Costs/Cost Principles	Cash Management	Eligibility	Equipment/Real Property Management	Matching, Level of Effort, Earmarking	Period Of Performance	Procurement Suspension & Debarment	Program Income	Reporting	Subrecipient Monitoring	Special Tests and Provisions
Y	N	N	Y	N	Y	Y	N	N	Y	Y	N

A. Activities Allowed or Unallowed

1. *Statewide Activities*

a. Administrative

- (1) Preparing the annual performance progress report and submitting it to the secretary of labor (20 CFR sections 677.160 and 683.300(d) and WIOA, Section 116(d)(1), WIOA, 128 Stat. 1476).
- (2) Operating a fiscal and management accountability information system (20 CFR sections 652.8(b) and 682.200(l); Section 116(i), WIOA, 128 Stat. 1481).
- (3) Carrying out monitoring and oversight activities (20 CFR sections 682.200(j) and 683.410; sections 129(b)(1)(E), 134(a)(2)(B)(iv), and 184(a)(4), WIOA, 128 Stat. 1507, 1521, and 1591).

b. Programmatic

- (1) Conducting statewide workforce development activities
 - (a) *Required statewide youth activities.* Administration of youth workforce development activities (Section 129(b)(1), WIOA, 128 Stat. 1506 et seq.).
 - (b) *Other allowable statewide youth activities.* Providing technical assistance and career services to local areas, including local boards, AJC operators, AJC partners, and eligible training providers (Section 129(b)(2), WIOA, 128 Stat. 1507).
 - (c) *Required statewide adult dislocated worker services.* Providing employment and training activities, such as rapid

response activities, and additional assistance to local areas (Section 134(a)(2), WIOA, 128 Stat. 1520).

- (d) *Other allowable statewide adult dislocated worker services.* Establishing and implementing innovative incumbent worker training programs (Section 134(a)(3), WIOA, 128 Stat. 1522 et seq.)
- (2) Providing support to local areas for the identification of eligible training providers (Section 122(a)(2), WIOA, 128 Stat. 1493).
- (3) Implementing innovative programs for displaced homemakers and programs to increase the number of individuals trained for and placed in nontraditional employment (Section 134(c)(3), WIOA, 128 Stat. 1528).
- (4) Carrying out adult and dislocated worker employment and training activities as the state determines are necessary to assist local areas in carrying out local employment and training activities (Section 134(a)(2), WIOA, 128 Stat. 1520).
- (5) Disseminating the following:
 - (a) The state list of eligible training providers for adults and dislocated workers.
 - (b) Information identifying eligible training providers of on-the-job training (OJT) and customized training.
 - (c) Performance and program cost information about these providers.
 - (d) A list of eligible providers of youth activities (Section 122, WIOA, 128 Stat. 1492 et seq.)
- (6) Conducting evaluations of workforce activities for adults, dislocated workers, and youth, in order to promote, establish, implement, and utilize methods for continuously improving core program activities to achieve high-level performance within, and high-level outcomes from, the workforce development system (Section 116(e), WIOA, 128 Stat. 1479).
- (7) Providing incentive grants (Section 134(a)(3)(A)(xi), WIOA, 128 Stat. 1524).
- (8) Providing technical assistance to local areas that fail to meet local performance measures (Section 129(b)(2)(E), WIOA, 128 Stat. 1508).

- (9) Assisting in the establishment and operation of AJC delivery systems, in accordance with the strategy described in the Unified State Plan.
- (10) Providing additional assistance to local areas that have high concentrations of eligible youth (Section 129(b)(1)(F), WIOA, 128 Stat. 1507).

2. *Local Activities*

Subtitle B, Chapter 3 Adult and Dislocated Worker Employment and Training Activities – Required Activities

- a. Funds must be used at the local level to pay for career and training services through the AJC system for program participants.
- b. Basic Career Services – The following are basic career services (Sections 134(c)(2)(A)(i) through (xi), WIOA, 128 Stat. 1525 et seq., and TEGL 19-16):
 - (1) Eligibility determination for WIOA services.
 - (2) Outreach, intake, and orientation to available information and services.
 - (3) Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
 - (4) Provision of labor exchange services, including job search and placement assistance, as well as career counseling and appropriate recruitment and other business services provided by employers.
 - (5) Provision of referrals to and coordination of activities with other programs and services within the AJC system.
 - (6) Provision of workforce and labor market employment statistics and job information.
 - (7) Provision of performance information and program cost information on eligible training providers by program and type of provider.
 - (8) Providing information on local area performance.
 - (9) Provision of information on availability of supportive services and assistance.

- (10) Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
 - (11) Providing assistance on financial aid eligibility for training and education programs that are not funded under the WIOA.
- c. Individualized Career Services – The following are individualized career services (Section 134(c)(2)(A)(xii), WIOA, 128 Stat. 1527). These services must be provided to participants after AJC staff determine that such services are required to retain or obtain employment, consistent with statutory priorities:
- (1) Comprehensive and specialized assessments of skill levels and service needs, including diagnostic testing, in-depth interviewing, and evaluation.
 - (2) Development of an individual employment plan.
 - (3) Group and/or individual counseling and mentoring.
 - (4) Career planning.
 - (5) Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and workplace behavior skills training.
 - (6) Internships and work experiences linked to careers.
 - (7) Workforce preparation activities, including basic academic skills, critical thinking skills, digital literacy skills, and self-management skills.
 - (8) Financial literacy services.
 - (9) Out-of-area job search assistance and relocation assistance.
 - (10) English-language acquisition and integrated education and training programs.
- d. Training Services – When determined appropriate, the following training services are allowable (Section 134(c)(3)(D), WIOA, 128 Stat. 1529):
- (1) Occupational skills training, including training for nontraditional employment.

- (2) On-the-job-training (OJT). Employers may be reimbursed up to 50 percent, and, in some instances, 75 percent, of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT. The employer is not required to document its extraordinary costs (Section 134(c)(3)(H), WIOA, 128 Stat. 1531). Instances in which the reimbursement level may be up to 75 percent are based on the following criteria:
 - (a) Participant characteristics (e.g., length of unemployment, current skill level, and barriers to employment);
 - (b) Size of the employer;
 - (c) Quality of employer-provided training and advancement opportunities, and
 - (d) Other factors the state or local board may determine appropriate, such as number of employees participating in the training, wage and benefit levels of employees, and relation of the training to the competitiveness of the participant.
- (3) Incumbent worker training (20 CFR section 680.800; Section 134(d)(4), WIOA, 128 Stat. 1535) (see III.G.3.b.(2), "Matching, Level of Effort, Earmarking – Earmarking," for a limitation).
- (4) Programs that combine workplace training with related instruction, including cooperative education programs.
- (5) Training programs operated by the private sector.
- (6) Skill upgrading and retraining.
- (7) Entrepreneurial training.
- (8) Transitional jobs, as long as they do not exceed 10 percent of the funds allocated to the local area and are consistent with the requirements of Section 134(d)(5), WIOA, 128 Stat. 1537.
- (9) Job readiness training in combination with other training programs.
- (10) Adult education and literacy training.
- (11) Customized training (customized training is designed to meet the specific requirements of an employer. Such employers are required to pay a significant portion of the cost of the training (Section 3(14), WIOA, 128 Stat. 1431)).

- e. Follow-up Services – Follow-up services must be provided, as appropriate, for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Follow-up services may include counseling about the work place (Section 134(c)(2)(A)(xiii), WIOA, 128 Stat. 1527; TEGL 19-16, 4. *Follow-up Services*, p. 5).
- f. Pay for Performance (PFP) – Pay for Performance (PFP) is a type of performance-based contract allowed under the WIOA that maximizes the likelihood that the government pays only for demonstrably effective services and may secure performance outcomes at a lower cost than might otherwise occur. Local WIOA funds set aside for PFP contract strategies remain available over an extended period, compared to the usual two-year limit for such funds, and are only paid to a service provider upon meeting certain performance outcome thresholds. If a local area opts to implement a PFP contract strategy, the contract must provide Adult and Dislocated Worker training services in WIOA Section 134(c)(3)(D) and/or Youth activities in Section 129(c)(2), as applicable. For the Adult and Dislocated Worker contract strategies, such services are the “allowable training” listed in WIOA Section 134(c)(3)(D), which includes occupational skills training, OJT, incumbent worker training, cooperative education, private sector training, skill upgrading and retraining, entrepreneurial training, transitional jobs, job readiness training, adult education and literacy activities, and customized training.

Subtitle B, Chapter 3 Adult and Dislocated Worker Employment and Training Activities – Other Activities

At the discretion of the state and local boards, the following services may be provided (Section 134(d), WIOA, 128 Stat. 1532 et seq.):

- a. Job seeker services, including:
 - (1) Customer support to enable individuals with barriers to employment to navigate among multiple services,
 - (2) Training programs for displaced homemakers and for individuals training for nontraditional occupations, and
 - (3) Work support activities for low-wage workers.
- b. Employer services, including:
 - (1) Customized screening and referral of individuals in career and training services to employers; and
 - (2) Customized employment-related services to employers, employer associations, or other organization on a fee-for-service basis, in

- addition to labor exchange services available to employers under the Wagner-Peyser Act; and
- (3) Activities to provide business services and strategies.
- c. Coordination activities, including:
- (1) Employment and training activities in coordination with child support enforcement and child support services;
 - (2) Employment and training activities in coordination with cooperative extension programs carried out by the US Department of Agriculture;
 - (3) Employment and training activities to facilitate remote access to services provided through a one-stop delivery system, including facilitating access through the use of technology;
 - (4) Improving coordination with economic development activities to promote entrepreneurial skills training and microenterprise services;
 - (5) Improving linkages with small employers;
 - (6) Strengthening linkages with unemployment insurance programs;
 - (7) Improving coordination of activities for individuals with disabilities; and
 - (8) Improving coordination with other federal agency supported workforce development initiatives.
- d. Implementing PFP contract strategies for training services. PFP contract strategies include only the activities listed in the definition of PFP contracting strategies at WIOA Section 3(47), such as payments for performance outcomes and independent validation of results.
- e. Technical assistance for AJCs, partners, and eligible training providers on the provision of services to individuals with disabilities.
- f. Activities for setting self-sufficiency standards for the provision of career and training services.
- g. Implementing promising services to workers and businesses.
- h. Supportive services, including needs related payments.

- i. Locating transitional jobs, which are time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors. They are for individuals with barriers to employment who are chronically unemployed or who have an inconsistent work history and are combined with comprehensive career and supportive services (Section 134(d)(5)(A), WIOA, 128 Stat. 1537).

Subtitle B, Youth Activities

- a. Youth activities can provide a wide array of activities relating to employment, education, and youth development. The activities identified in Section 129(c)(2), WIOA (128 Stat. 1509 and 1510) include the following:
 - (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
 - (2) Alternative secondary school services or dropout recovery services, as appropriate;
 - (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences: (a) summer employment opportunities and other employment opportunities available throughout the school year; (b) pre-apprenticeship programs; (c) internships and job shadowing; and (d) OJT opportunities;
 - (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in Section 123, WIOA (128 Stat. 1498);
 - (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civil behaviors;
 - (7) Supportive services;

- (8) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation;
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- (11) Financial literacy education;
- (12) Entrepreneurial skills training;
- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (14) Activities that help youth prepare for and transition to post-secondary education and training;
- (15) PFP contract strategies must be used to provide Adult and Dislocated Worker training services in WIOA Section 134(c)(3) and/or Youth activities in Section 129(c)(2), as applicable. The Youth services include training and also tutoring, work experience, supportive services, counseling, entrepreneurship, labor market information, financial literacy, and other services listed in WIOA Section 129(c)(2).

A local area conducts a feasibility study or determination to identify the problem the project will address, the population that will be targeted, the services that will be provided, and the performance outcomes that will be used as criteria; and to estimate the acceptable cost to the government associated with achieving the projected performance outcomes. The state modifies its WIOA grant to set aside the funds that will be used for PFP and thus will have a longer obligation period and establishes financial controls to track this fund use at the local level. The local area begins its PFP project, including negotiating and awarding a PFP contract. The local PFP project recruits participants and provides services. An independent validator determines if the project has achieved its outcomes. The local area pays for any outcomes as named in its PFP contract. If outcomes have not been achieved, the local area does not pay for outcomes.

- b. Funds allocated to a local area for eligible youth shall be used for programs that:
- (1) Objectively assess academic levels, occupational skills levels, service needs (e.g., occupational, prior work experience, employability, interests, aptitudes), supportive service needs of each participant, and developmental needs of each participant, for the purpose of identifying appropriate services and career pathways;
 - (2) Develop service strategies that are directly linked to one or more indicators of performance of the youth program described in Section 116(b)(2)(A)(ii), WIOA, 128 Stat. 1472, and identify career pathways that include education and employment goals, appropriate achievement objectives, and the appropriate services needed to achieve the goals and objectives for each participant taking into account the assessment conducted; and
 - (3) Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, postsecondary education preparation, strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials, preparation for unsubsidized employment opportunities, and effective connections to employers in in-demand industry sectors and occupations of the local and regional labor markets (Section 129(c)(1)(A)(B)(C), WIOA, 128 Stat. 1508).

Waivers and Workforce-Flexibility

- (1) Under the secretary of labor's general waiver authority (Adult, Dislocated Worker, and Youth Waivers), the secretary may waive statutory or regulatory requirements of the adult and youth provisions of the WIOA and sections 8 through 10 of the Wagner-Peyser Act (29 USC 49g through 49i) (Section 189(i)(3), WIOA, 128 Stat. 1601).
- (2) Under an approved Workforce Flexibility plan, a governor may be granted authority to approve requests for waivers of statutory or regulatory provisions of Title I submitted by local workforce areas (29 USC 2942; Sections 190(a)-(d), WIOA, 128 Stat. 1602 et seq.).

3. *WIOA, Activities Unallowed*

- a. WIOA Title I funds may not be used for the following activities, except as indicated:
- (1) Construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings except with the prior approval of the secretary of labor. WIOA Title I funds can be used for construction only in limited situations, including meeting obligations to provide physical and programmatic accessibility and reasonable accommodations, certain repairs, renovations, alterations, and capital improvements of property, and for disaster relief projects under Section 170(d), WIOA, 128 Stat. 1575, Youth Build programs under Section 171(c)(2)(A)(i), WIOA, 128 Stat. 1578, and for other projects that the secretary determines necessary to carry out the WIOA, as described under Section 189(c) of WIOA, 128 Stat. 1599.
 - (2) Employment-generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities not directly related to training for eligible individuals, with the exception of employer outreach and job development activities, which are considered directly related to training for eligible individuals (Section 181(e), WIOA, 128 Stat. 1588).
 - (3) The employment or training of participants in sectarian activities. Participants shall not be employed in the construction, operation, or maintenance of a facility that is or will be used for sectarian instruction or as a place for religious worship. However, WIOA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants (Section 188(a)(3), WIOA, 128 Stat. 1598).
 - (4) Encouraging or inducing the relocation of a business or part of a business from any location in the United States if the relocation results in any employee losing his or her job at the original location (Section 181(d)(1)), WIOA, 128 Stat. 1588).
 - (5) Providing customized training, skill training, or OJT or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation resulted in any employee losing his or

her job at the original location (Section 181(d)(2), WIOA, 128 Stat. 1588).

- (6) Paying the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce investment system (Section 181(b)(1), WIOA, 128 Stat. 1586).
- (7) Public service employment, except to provide disaster relief employment, as specifically authorized in Section 194(10), WIOA (128 Stat.1606).

- b. Funds available to states and local areas under Subtitle B may not be used for foreign travel (29 USC 2931(e), WIOA, 128 Stat. 1588).

E. Eligibility

1. Eligibility for Individuals

a. All Programs

Selective Service – Participants between the ages of 18 and 26 need to register with the Military Selective Service, Section 3 (50 USC App. 453)) Such registration is also required by Section 189 (h), WIOA 113-128.

b. All Subtitle B Statewide and Local Programs

- (1) An adult must be 18 years of age or older (Section 3(2), WIOA, 128 Stat. 1429).
- (2) A dislocated worker means an individual who meets the definition in Section 3(15), WIOA, 128 Stat. 1431).
- (3) A dislocated homemaker means an individual who meets the definition in Section 3(16), WIOA, 128 Stat. 1432).
- (4) An in-school youth and an out-of-school youth are eligible to participate in workforce investment activities if they meet the definition in Section 129(a)(1)(B) and (C), WIOA, 128 Stat. 1504 et seq.

c. Subtitle B Youth Activities

A person is eligible to receive services under Youth Activities if they are an out-of-school youth or an in-school youth (Section 129(a)(1), WIOA, 128 Stat. 1504).

- (1) An “out-of-school youth” is an individual who is:
- (a) Not attending any school (as defined under state law);
 - (b) Not younger than 16 or older than age 24 at time of enrollment. (Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program); and
 - (c) One or more of the following:
 - (i) A school dropout;
 - (ii) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter (school year calendar quarter is based on how a local school district defines its school year quarters); in cases where schools do not use school year quarters, local programs must use calendar year quarters);
 - (iii) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (d) An offender;
 - (e) A homeless individual, aged 16 to 24 who meets the criteria defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth aged 16 to 24 who meets the criteria defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)) or a runaway;
 - (f) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act (42 USC 677), or in an out-of-home placement;
 - (g) An individual who is pregnant or parenting;
 - (h) An individual with a disability;

- (i) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (Sections 3(46) and 129(a)(1)(B), WIOA, 128 Stat. 1437 and 1504).
- (2) An “in-school youth” is an individual who is:
 - (a) Attending school (as defined by state law);
 - (b) Not younger than age 14 or (unless an individual with a disability who is attending school under state law) older than age 21;
 - (c) A low-income individual; and
 - (d) One or more of the following:
 - (i) Basic skills deficient;
 - (ii) An English language learner;
 - (iii) An offender;
 - (iv) A homeless individual, aged 14 to 21 who meets the criteria in Section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth aged 14 to 21 who meets the criteria in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), or a runaway;
 - (v) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act (42 USC 677), or in an out-of-home placement;
 - (vi) An individual who is pregnant or parenting;
 - (vii) An individual with a disability;
 - (viii) An individual who requires additional assistance to complete an educational program or to secure or hold employment (sections 3(27) and 129(a)(1)(C), WIOA, 128 Stat. 1435 and 1505).

2. Eligibility for Group of Individuals or Area of Service Delivery

Not Applicable

3. Eligibility for Subrecipients

Not Applicable

G. Matching, Level of Effort, Earmarking**1. Matching**

Not Applicable

2. Level of Effort

Not Applicable

3. Earmarking**a. Statewide Activities**

(1) The governor shall reserve not more than 15 percent of each of the amounts allotted to the state Adult, Dislocated Worker, and Youth Activities for a fiscal year to carry out statewide activities under Section 129(b) or statewide employment and training activities for adults or dislocated workers under section 134(a) (Section 128(a), WIOA, 128 Stat. 1502).

(2) Not more than 5 percent of the funds allotted to a state under Section 127(b)(1)(C) of WIOA shall be used by the state for administrative activities related to youth workforce investment and employment and training activities (Section 129(b)(3), WIOA, 128 Stat 1508).

(3) The state must reserve for rapid response activities a portion of funds, up to 25 percent, allotted for dislocated workers. The funds are used to plan and deliver services to enable dislocated workers to transition to new employment as quickly as possible, following either a permanent closure or mass layoff, or a natural or other disaster resulting in a mass job relocation (20 CFR section 682.350; sections 133(a)(2) and 134(a)(2)(A), WIOA, 128 Stat. 1516 and 1520).

b. Local Areas

(1) A local area may expend no more than 10 percent of the Adult, Dislocated Worker, and Youth Activities funds allocated to the

local area under Sections 128(b) (WIOA, 128 Stat. 1502) and 133(b) (WIOA, 128 Stat. 1516) for within state allocations. The funds provided for administrative costs by one of the three fund sources (Adult, Dislocated Worker, Youth Activities) can be used for administrative costs of the other two sources.

- (2) The amount that may be spent on incumbent worker training may not exceed 20 percent of the amount of the combined total of federal funds allocated to local areas to carry out the Adult and Dislocated Worker programs for a program year (20 CFR section 680.800; Section 134(d)(4), WIOA, 128 Stat. 1535).
- (3) WIOA authorizes workforce investment areas, with the approval of the governor, to transfer up to 100 percent of the Adult Activities funds to Dislocated Workers Activities, and up to 100 percent of Dislocated Workers Activities funds to Adult Activities (Section 133(b)(4), WIOA, 128 Stat. 1518).
- (4) At the discretion of the local board, not more than 10 percent of the total funds allocated to the local area under section 128(b) and under section 133(b)(2)-(3) may be used to implement a pay-for-performance contract strategy as defined in WIOA Section 3(47) (WIOA Section 129(c)(1)(D) and 134(d)(1)(A)(iii)).
- (5) As no state has received prior approval for implementation of a PFP contract strategy, no funds from the program years prior to PY 2019 are available for PFP contract strategies or for the accompanying extended disbursement. However, these funds could still be used for other types of performance-based contracting, but the life of those funds remains the normal two-year limit for local WIOA grant funds.

c. Youth Activities

- (1) A minimum of 75 percent of the Youth Activity funds allocated to states and local areas, except for the local area expenditures for administration, must be used to provide services to out-of-school youth (Section 129(a)(4)(A), WIOA, 128 Stat. 1506).
- (2) Not less than 20 percent of Youth Activity funds allocated to the local area, except for the local area expenditures for administration, must be used to provide paid and unpaid work experiences (Section 129(c)(4)), WIOA, 128 Stat. 1510).

H. Period of Performance

1. *Statewide Activities*

Funds allotted to a state for any program year are available for expenditure by the state during that program year and the two succeeding program years (29 USC 3249(g)(2)).

2. *Local Areas*

Funds allocated by a state to a local area for any program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in two-year period must be returned to the state, which can use the funds for statewide projects during the third program year of availability. The state may also distribute the funds to local areas, which may have expended their original allocation and may need additional funds to complete their projects within the two-year period (29 USC 3249(g)(2)).

Funds used to carry out PFP contract strategies by local areas shall remain available until expended through procedures outlined in Attachment III of TEGL 8-20 (WIOA 189(g)(2)(D)).

L. Reporting

1. Financial Reporting

- a. *SF-270, Request for Advance or Reimbursement* – Not Applicable
- b. *SF-271, Outlay Report and Request for Reimbursement for Construction Programs* – Not Applicable
- c. *SF-425, Federal Financial Report* – Not Applicable
- d. *ETA-9130, Financial Report (OMB No. 1205-0461)* – All ETA grantees are required to submit quarterly financial reports for each grant award they receive. Reports are required to be prepared using the specific format and instructions for the applicable program(s); in this case, *Workforce Innovation and Opportunity Act* instructions for the following: *Statewide Adult; Workforce Statewide Youth; Statewide Dislocated Worker; Local Adult; Local Youth; and Local Dislocated Worker*. A separate ETA 9130 is submitted for each of these categories. Funds reserved and set aside for PFP contract strategies are required to be reported on ETA 9130 basic reports for each WIOA fund source utilized. Reports are due 45 days after the end of the reporting quarter. Financial data is required to be reported cumulatively from grant inception through the end of each reporting period. Additional information can be accessed at <http://www.doleta.gov/grants/>; scroll down to the section on Financial Reporting. See TEGL 02-16 for specific and clarifying instructions about

the ETA 9130 at
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5156.

2. Performance Reporting

WIOA Participant Individual Record Layout (PIRL) (OMB No. 1205-0526)

The report is used to report services, activities, and outcomes of service for all job seekers and veterans at
https://www.doleta.gov/performance/pfdocs/ETA_9170_WIOA_PIRL_Final.pdf
This report is submitted quarterly.

The WIOA Adult and Dislocated Worker Programs are responsible for reporting common WIOA performance indicators. *Key data elements* include:

- Data Element 1602 – Employed 2nd Quarter after Exit Quarter: is the percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program (certain criteria apply);
- Data Element 1606 – Employed 4th Quarter after Exit Quarter: This element is the percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.
- Data Element 1704 – Median Earnings, Median Wages 2nd Quarter After Exit – is the median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program, as established through direct UI wage record match, federal or military employment records, or supplemental wage information. The median is the number that is in the middle of the series of numbers so that there is the same quantity of numbers above the median as there are below the median.
- Data Element 1800 – Credential Attainment Rate is the percentage of those participants enrolled in an education or training program (excluding those in OJT and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.
- Data Element 1806 – Measurable Skill Gains is the percentage of participants who, during a program year, are in an education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

- Data Element 1618 – Effectiveness in Serving Employers. WIOA section 116(b)(2)(A)(i)(VI) requires the departments to establish a primary indicator of performance for effectiveness in serving employers. The departments have determined that this indicator will be measured as a shared outcome across all six core programs within each state to ensure a holistic approach to serving employers. The departments are initially implementing this indicator in the form of a pilot program to test the rigor and feasibility of the three proposed approaches, and to develop a standardized indicator. This indicator is reported on an annual basis; therefore, the reporting period for the effectiveness in serving employers indicators is the program year.
- The correct form numbers for reporting performance indicators are as follows:
 - Participant Reporting WIOA PIRL ETA-9170.
 - Statewide Performance Report WIOA PIRL ETA-9169.

WIOA Youth program grantees are responsible for reporting WIOA performance indicators as identified in WIOA Section 116(a)(2)(A)(ii) which includes:

- Data Element 1900 – Employed, or in Education or Training Activities in the 2nd Quarter after Exit is the percentage of title I youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
- Data Element 1901 – Employed, or in Education or Training Activities in the 4th Quarter after Exit is the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- Data Element 1704 – Median Earnings, see above.
- Data Element 1800 – Credential Attainment Rate, see above.
- Data Element 1806 – Measurable Skill Gains, see above.
- Data Element 1618 – Effectiveness in Serving Employers, see above.

For additional information, on WIOA performance reporting, including results, requirements, and information about the Workforce Integrated Performance System (WIPS), you may visit <https://www.dol.gov/agencies/eta/performance/results>. At this link, you will find program data collected quarterly and annually.

3. Special Reporting

Not Applicable

4. Special Reporting for Federal Funding Accountability and Transparency Act

See Part 3.L for audit guidance.

M. Subrecipient Monitoring

1. Recipients must ensure that commercial organizations that are subrecipients under WIOA Title I and expend more than the minimum level specified in 2 CFR Part 200, Subpart F, have either an organization-wide audit conducted in accordance with 2 CFR Part 200 or a program-specific financial and compliance audit (20 CFR section 683.210).
2. Each state must have a monitoring system which:
 - a. Provides for annual on-site monitoring reviews of local areas' compliance with DOL uniform administrative requirements, including the appropriate administrative requirements and cost principles for subrecipients and other entities receiving WIOA funds, as required by Section 184(a)(4), WIOA (128 Stat. 1591);
 - b. Ensures that established policies to achieve program quality and outcomes meet the Act's objectives, including policies relating to the provision of services by AJC centers, eligible providers of training services, and eligible providers of youth activities;
 - c. Enables the governor to determine if subrecipients and contractors are in substantial compliance with WIOA requirements;
 - d. Enables the governor to determine whether a local plan will be disapproved for failure to make acceptable progress in addressing deficiencies; and
 - e. Enables the governor to ensure compliance with WIOA nondiscrimination and equal opportunity requirements (29 USC 3248) (20 CFR sections 683.410(b)(1) through (3)).
3. The state must require that prompt corrective action be taken if any substantial violations are identified as result of annual on-site monitoring and must impose the sanctions provided in sections 184(b) and (c) of WIOA if a subrecipient fails to take required corrective action. The state may issue additional requirements and instructions to subrecipients on monitoring activities (20 CFR sections 683.410(b)(4) and (5)).

Resolution

Number 23-1477

Adopted Date November 07, 2023

ENTER INTO AGREEMENT WITH THE CLARK COUNTY BOARD OF COMMISSIONERS ON BEHALF OF CLARK COUNTY JUVENILE COURT, AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clark County Juvenile Court and Mary Haven Youth Center to provide placement services from October 10, 2023 through February 28, 2024. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clark County
Juvenile (file)
Mary Haven Youth Center (file)
Clark County Juvenile Court

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Clark County, Ohio**

This contract is entered into and effective as of the date last signed below, by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Clark County Board of Commissioners on behalf of the Clark County Juvenile Court, whose address is 3130 E. Main Street, Springfield, Ohio 45503 (hereinafter "Clark County").

Whereas, Clark County is in need of secure residential treatment services for male juvenile offenders; and

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Clark County...

Now, Therefore, the parties mutually agree as follows:


1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Clark County will pay a per diem of \$200.00 per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from October 10, 2023, through February 28, 2024. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Clark County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Clark County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Clark County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Clark County in full within thirty (30) days from the date of the invoice. The failure of Clark County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.
7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain

placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Clark County prior to any child being removed from the Mary Haven Youth Center.

8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clark County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Clark County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Clark County Board of Commissioners:

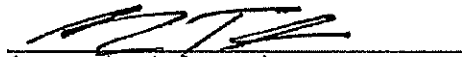


President

10/25/2023
Date

Jennifer Hutchinson
Printed Name

Resolution No. 2023-0784



Approved as to form only
Clark County Prosecutor's Office

10/25/2023
Date

Warren County Board of Commissioners:

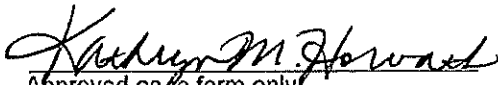


President

11.7.23
Date

Shannon Jones
Printed Name

Resolution No. 23-1477



Approved as to form only
Warren County Prosecutor's Office

10/31/23
Date

The Board of County Commissioners, in and for Clark County, Ohio, met this 25th day of October, 2023 in regular session, pursuant to adjournment, in accordance with Section 121.22 O.R.C. (Sunshine Law), with the following members present, viz:

Sasha L. Rittenhouse

Lowell R. McGlothlin

Resolution 2023-0784
JUVC file

**Authorize Contract with
Warren County Board of Commissioners on behalf of Warren County Probate Juvenile Court**

Commissioner Rittenhouse moved, per the request of Clark County Court of Common Pleas, Domestic Relations Division – Juvenile Section, to authorize a contract with:

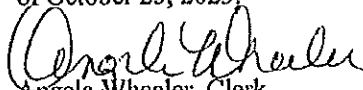
Organization Name:	Warren County Board of Commissioners on behalf of Warren County Probate Juvenile Court
Organization Address:	406 Justice Drive, Lebanon, Ohio 45036
In the amount of:	\$200.00 per diem (per individual)
Funding Source(s):	RECLAIM
Purpose:	Residential Treatment Services
Effective Dates:	October 10, 2023 through February 28, 2024

Further, move to authorize the County Administrator to execute the contract and related documents, including the purchase order.

Commissioner McGlothlin seconded the motion and the roll being called for its passage, the vote resulted as follows:

Commissioner McGlothlin, Yes; Commissioner Rittenhouse, Yes

I, Angela Wheeler, Clerk to the Board of County Commissioners, do hereby certify that the above is a true and correct copy of a motion as recorded in the Journal of the Clark County Commissioners, under the date of October 25, 2023.


Angela Wheeler, Clerk

copy: County Auditor
County Administrator
Requesting Department(s)

Resolution

Number 23-1478

Adopted Date November 07, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following company,
as attached hereto and made part hereof:

Bick's Driving School of Eastern Cincinnati Inc.
Suite 1
6746 Dick Flynn Blvd.
Goshen Ohio, 45122

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Bick's Driving School of Eastern Cincinnati Inc. Suite 1, 6746 Dick Flynn Blvd., Goshen, OH 45122 hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

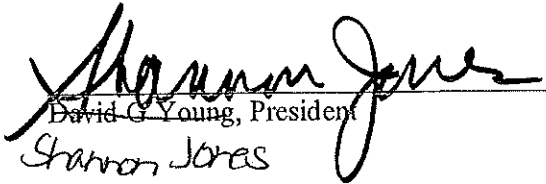
1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.

3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners


David G. Young, President
Sharon Jones

11.7.23
Date

Contractor


Stanley's Driver Training, Inc.
By = , Training Manager
Authorized Contractor Signature

10/13/23
Date

Heather Fox, Training Manager
Typed Name of Authorized Contractor

10/13/23
Date

Approved as to form:


~~Keith Anderson~~, Asst. Prosecutor
Adam M. Nice

11/2/23
Date

Resolution

Number 23-1479

Adopted Date November 07, 2023

ACKNOWLEDGE RECEIPT OF OCTOBER 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the October 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

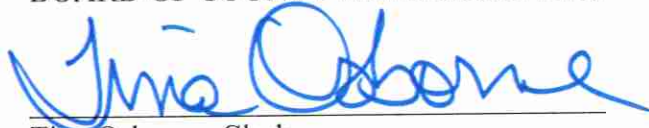
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	92,785,640.71	7,328,566.47	6,740,774.55	93,373,432.63	361,031.51	93,734,464.14
2201	SENIOR CITIZENS SERVICE LEVY	8,280,946.40	183.65	591,659.49	7,689,470.56	0.00	7,689,470.56
2202	MOTOR VEHICLE	9,847,164.28	1,108,821.18	1,410,475.53	9,545,509.93	136,713.71	9,682,223.64
2203	HUMAN SERVICES	1,166,389.44	460,991.44	401,047.81	1,226,333.07	19,111.01	1,245,444.08
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	34,508,851.71	285,979.99	1,319,243.11	33,475,588.59	182,900.30	33,658,488.89
2206	DOG AND KENNEL	576,728.74	7,722.65	138,199.05	446,252.34	61,465.75	507,718.09
2207	LAW LIBRARY RESOURCES FUND	120,541.97	29,659.57	23,875.06	126,326.48	0.00	126,326.48
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	15,184,217.80	0.00	325,144.40	14,859,073.40	279,978.00	15,139,051.40
2212	ONEOHIO OPIOID SETTLEMENT FUND	476,487.81	0.00	0.00	476,487.81	0.00	476,487.81
2215	VETERAN'S MEMORIAL	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	250,854.38	12,623.00	26,251.39	237,225.99	7,950.00	245,175.99
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	84,039.62	1,749,056.57	0.00	1,749,056.57
2218	COORDINATED CARE	603,148.97	107,359.00	10,006.00	700,501.97	0.00	700,501.97
2219	WIRELESS 911 GOVERNMENT ASSIST	450,598.50	21,333.02	13,671.44	458,260.08	0.00	458,260.08
2220	CP INDIGENT DRVR INTRLK/MONITG	12,039.99	134.72	0.00	12,174.71	0.00	12,174.71
2221	CC/MC INDIGENT DRIVER INTERLOC	125,872.08	496.54	0.00	126,368.62	0.00	126,368.62
2222	JUV INDIGENT DRIVER INTERLOCK	2,682.43	0.00	0.00	2,682.43	0.00	2,682.43
2223	PROBATE/JUVENILE SPECIAL PROJ	340,619.78	3,266.63	0.00	343,886.41	0.00	343,886.41
2224	COMMON PLEAS SPECIAL PROJECTS	178,517.70	8,450.00	4,845.72	182,121.98	650.00	182,771.98
2227	PROBATION SUPERVISION 2951.021	788,299.08	40,563.25	15,790.45	813,071.88	0.00	813,071.88
2228	MENTAL HEALTH GRANT	182,655.69	0.00	0.00	182,655.69	0.00	182,655.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,936,471.24	46,010.44	0.00	2,982,481.68	0.00	2,982,481.68
2231	CO LODGING ADD'L 1%	156,078.53	86,419.46	156,078.53	86,419.46	0.00	86,419.46

Financial Statement for 2023 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	338,600.43	259,309.95	338,600.43	259,309.95	0.00	259,309.95
2233	DOMESTIC SHELTER	11,471.00	4,326.00	0.00	15,797.00	0.00	15,797.00
2237	REAL ESTATE ASSESSMENT	6,667,699.36	0.00	55,510.76	6,612,188.60	0.00	6,612,188.60
2238	WORKFORCE INVESTMENT BOARD	158,783.76	109,917.19	191,736.13	76,964.82	95.00	77,059.82
2243	JUVENILE GRANTS	334,423.41	2,947.50	5,085.00	332,285.91	307.50	332,593.41
2245	CRIME VICTIM GRANT FUND	18,553.13	3,975.96	3,549.89	18,979.20	0.00	18,979.20
2246	JUVENILE INDIGENT DRIVER ALCOH	21,557.85	52.50	0.00	21,610.35	0.00	21,610.35
2247	FELONY DELINQUENT CARE/CUSTODY	937,757.62	0.00	101,168.99	836,588.63	687.80	837,276.43
2248	TAX CERTIFICATE ADMIN FUND	27,682.23	0.00	0.00	27,682.23	0.00	27,682.23
2249	DTAC-DELIQ TAX & ASSESS COLLE	785,996.11	3,260.40	15,800.33	773,456.18	0.00	773,456.18
2250	CERT OF TITLE ADMIN FUND	3,910,160.95	192,539.25	98,235.00	4,004,465.20	10.00	4,004,475.20
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEPTANF	106,586.38	40,000.00	79,553.70	67,032.68	93.20	67,125.88
2255	MUNICIPAL VICTIM WITNESS FUND	89,305.42	0.00	6,888.01	82,417.41	0.00	82,417.41
2256	WARREN COUNTY SOLID WASTE DIST	1,112,752.96	15,519.78	12,074.54	1,116,198.20	2,048.00	1,118,246.20
2257	OHIO PEACE OFFICER TRAINING	115,304.32	0.00	650.00	114,654.32	650.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	80,662.42	59,033.19	17,138.36	122,557.25	0.00	122,557.25
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITRI	871,787.32	25,192.50	27,733.40	869,246.42	0.00	869,246.42
2263	CHILD SUPPORT ENFORCEMENT	1,924,026.16	111,373.83	221,184.73	1,814,215.26	0.00	1,814,215.26
2264	EMERGENCY MANAGEMENT AGENCY	347,948.73	1,088.64	33,439.12	315,598.25	0.00	315,598.25
2265	COMMUNITY DEVELOPMENT	246,181.98	343,915.83	57,297.39	532,800.42	0.00	532,800.42
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	278,794.95	1,995.00	152.09	280,637.86	0.00	280,637.86
2269	INDIGENT DRIVER ALCOHOL TREATM	798,655.52	6,431.78	0.00	805,087.30	0.00	805,087.30
2270	JUVENILE TREATMENT CENTER	269,880.89	177,872.94	100,458.48	347,295.35	0.00	347,295.35
2271	DTAC-PROSECUTOR ORC 321.261	335,345.40	0.00	15,571.46	319,773.94	0.00	319,773.94
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,468,218.26	111,284.44	748,053.14	9,831,449.56	115,820.24	9,947,269.80
2274	COUNTY COURT COMPUTR 1907.261A	85,686.45	1,185.00	68.02	86,803.43	0.00	86,803.43
2275	COUNTY CRT CLK COMP 1907.261B	177,376.18	3,696.00	0.00	181,072.18	0.00	181,072.18
2276	PROBATE COMPUTER 2101.162	104,167.63	807.00	0.00	104,974.63	0.00	104,974.63
2277	PROBATE CLERK COMPUTR 2101.162	295,011.01	2,690.00	0.00	297,701.01	0.00	297,701.01
2278	JUVENILE CLK COMPUTR 2151.541	55,805.56	1,117.65	0.00	56,923.21	0.00	56,923.21
2279	JUVENILE COMPUTER 2151.541	50,196.37	335.43	0.00	50,531.80	0.00	50,531.80
2280	COMMON PLEAS COMPUTER 2303.201	89,161.24	1,356.00	0.00	90,517.24	0.00	90,517.24
2281	DOMESTIC REL COMPUTER 2301.031	9,924.16	153.00	654.77	9,422.39	0.00	9,422.39
2282	CLERK COURTS COMPUTER 2303.201	132,393.48	18,044.52	0.00	150,438.00	0.00	150,438.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,161,032.89	21,683.92	10,158.93	2,172,557.88	64.82	2,172,622.70
2284	COGNITIVE INTERVENTION PROGRAM	419,487.35	3,504.45	1,136.78	421,855.02	0.00	421,855.02
2285	CONCEALED HANDGUN LICENSE	798,189.23	4,606.25	5,862.91	796,932.57	0.00	796,932.57
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,013.48	500.00	140.99	3,372.49	604.94	3,977.43
2287	SHERIFF-LAW ENFORCEMENT TRUST	307,587.84	0.00	2,135.19	305,452.65	31.79	305,484.44
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	171,727.10	172,332.00	32,438.53	311,620.57	360.00	311,980.57
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	28,330.50	6,138.27	0.00	34,468.77	0.00	34,468.77
2295	TACTICAL RESPONSE UNIT	33,762.84	144.84	0.00	33,907.68	0.00	33,907.68
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	142,095.83	612.00	0.00	142,707.83	0.00	142,707.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,158,084.45	242,723.88	18,352.22	1,382,456.11	0.00	1,382,456.11
3327	BOND RETIREMENT SPECIAL ASSMNT	169,160.08	0.00	0.00	169,160.08	0.00	169,160.08
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,395,091.50	0.00	0.00	3,395,091.50	0.00	3,395,091.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	32,171.29	0.00	0.00	32,171.29	0.00	32,171.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,205,535.90	676,119.59	810,848.27	1,070,807.22	0.00	1,070,807.22
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00

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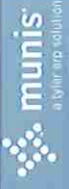
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	756,732.20	0.00	7,376.85	749,355.35	32,299.20	781,654.55
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	254,898.35	254,898.35	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,188,418.69	0.00	69,272.75	5,119,145.94	0.00	5,119,145.94
4479	AIRPORT CONSTRUCTION	918,100.57	0.00	17,300.00	900,800.57	0.00	900,800.57
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,275,613.98	0.00	0.00	1,275,613.98	0.00	1,275,613.98
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,663,706.38	0.00	79,936.92	3,583,769.46	2,360.00	3,586,129.46
4493	REDEVELOPMENT TAX EQUIV FUND	484,284.48	0.00	0.00	484,284.48	0.00	484,284.48
4494	COURTS BUILDING	9,035,553.54	0.00	52,571.10	8,982,982.44	0.00	8,982,982.44
4495	JAIL CONSTRUCTION SALES TAX	1,996,738.01	0.00	0.00	1,996,738.01	0.00	1,996,738.01
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	27,124,853.30	3,112,925.67	1,320,867.34	28,916,911.63	64,288.32	28,981,199.95
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,421,041.97	6,479.54	616,419.58	811,101.93	0.00	811,101.93

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5580	SEWER REVENUE	30,808,561.51	1,467,253.63	662,565.89	31,613,249.25	49,701.00	31,662,950.25
5581	SEWER IMPROV-WC VOCATIONAL SCH	299,978.75	0.00	7,794.15	292,184.60	0.00	292,184.60
5583	WATER CONST PROJECTS	2,322,772.94	9,220.77	1,215,282.01	1,116,711.70	101,431.12	1,218,142.82
5590	STORM WATER TIER 1	355,305.20	0.00	126,020.21	229,284.99	4,995.00	234,279.99
6619	VEHICLE MAINTENANCE ROTARY	65,133.32	41,247.89	29,590.89	76,790.32	0.00	76,790.32
6630	SHERIFF'S POLICING REVOLV FUND	871,205.02	1,054,434.21	418,903.21	1,506,736.02	0.00	1,506,736.02
6631	COMMUNICATIONS ROTARY	287,726.56	3,711.66	7.18	291,431.04	0.00	291,431.04
6632	HEALTH INSURANCE	1,191,307.45	1,220,998.57	1,398,711.69	1,013,594.33	0.00	1,013,594.33
6636	WORKERS COMP SELF INSURANCE	1,727,151.95	5,561.53	26,383.39	1,706,330.09	10,528.63	1,716,858.72
6637	PROPERTY & CASUALTY INSURANCE	267,219.18	0.00	1,000.00	266,219.18	0.00	266,219.18
6650	GASOLINE ROTARY	183,449.11	88,151.66	91,774.96	179,825.81	0.00	179,825.81
7707	P.E.R.S. ROTARY	2,636.03	0.00	0.00	2,636.03	0.00	2,636.03
7708	TOWNSHIP FUND	0.00	521,945.73	520,583.62	1,362.11	0.00	1,362.11
7709	CORPORATION FUND	4,478.98	198,266.36	197,882.06	4,863.28	0.00	4,863.28
7713	WATER-SEWER ROTARY FUND	217,222.27	4,882,338.70	4,465,598.16	633,962.81	42,838.40	676,801.21
7714	PAYROLL ROTARY	1,026,323.75	4,481,981.24	4,436,841.93	1,071,463.06	26,005.68	1,097,468.74
7715	NON PARTICIPANT ROTARY	16,930.80	386.16	2,316.96	15,000.00	3,861.60	18,861.60
7716	SCHOOL	0.00	8,751.12	0.00	8,751.12	0.00	8,751.12
7717	UNDIVIDED GENERAL TAX	4,948,122.04	2,520,869.85	754,497.51	6,714,494.38	312,163.00	7,026,657.38
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	4,181.33	1,190.77	0.00	5,372.10	0.00	5,372.10
7720	LOCAL GOVERNMENT FUND	0.00	432,360.17	432,360.17	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	1,024.24	75.13	373.99	725.38	75.00	800.38
7723	GASOLINE TAX	0.00	622,240.46	622,240.46	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	513,734.66	0.00	0.00	513,734.66	0.00	513,734.66
7725	UNDIVIDED WIRELESS 911 GOV ASS	42,666.06	123.52	42,727.82	61.76	0.00	61.76

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,013,617.82	1,013,617.82	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	27,177.03	5,457.33	1,382.14	31,252.22	9,142.43	40,394.65
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	250,249.05	8,791.74	0.00	259,040.79	0.00	259,040.79
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	14,545.28	10,678.50	11,577.35	13,646.43	0.00	13,646.43
7742	LIBRARIES	0.00	492,319.32	492,201.07	118.25	0.00	118.25
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,974.41	2,254.32	1,954.19	2,274.54	0.00	2,274.54
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,357.65	418,866.79	419,007.66	4,216.78	0.00	4,216.78
7754	OHIO ELECTIONS COMMISSION FUND	0.00	60.00	60.00	0.00	60.00	60.00
7756	SEWER ROTARY	64,527.00	19,940.00	0.00	84,467.00	0.00	84,467.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	90,933.86	90,933.86	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,458.58	598.00	470.00	29,586.58	0.00	29,586.58
7766	ESCROW ROTARY	676,127.19	0.00	0.00	676,127.19	0.00	676,127.19
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	20,297.48	6,017.42	0.00	26,314.90	0.00	26,314.90
7769	BANKRUPTCY POST PETITION CONDU	19,948.16	2,056.04	0.00	22,004.20	0.00	22,004.20
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00

Financial Statement for 2023 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,850.37	12,422.50	13,434.75	14,838.12	18.00	14,856.12
7776	UNDIVIDED EVIDENCE SHERIFF	47,389.31	0.00	1,549.09	45,840.22	8.50	45,848.72
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	848,444.81	483,700.00	1,121,483.81	210,661.00	352,222.41	562,883.41
7779	UNDIVIDED DRUG TASK FORCE SEIZ	147,652.48	0.00	5,267.48	142,385.00	460.00	142,845.00
7781	REFUNDABLE DEPOSITS	404,272.19	9,948.72	11,648.72	402,572.19	1,129.02	403,701.21
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	2,737,069.23	12,143.45	12,143.45	2,737,069.23	0.00	2,737,069.23
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	78,667.83	0.00	78,667.83	0.00	78,667.83
7795	UNDIVIDED INDIGENT FEES	0.00	2,108.00	2,108.00	0.00	421.60	421.60
7796	MASON MUN ORD VIOLATION INDIGE	11,031.57	0.00	1,715.00	9,316.57	0.00	9,316.57
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	11,849.52	11,849.52	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	712,671.30	50,063.60	148.08	762,586.82	0.00	762,586.82
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,615,188.74	147,229.00	650,636.85	9,111,780.89	10,680.96	9,122,461.85
9912	FOOD SERVICE	182,698.00	5,950.40	22,424.93	166,223.47	277.38	166,500.85
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	240,798.19	14,951.25	29,941.00	225,808.44	0.00	225,808.44
9925	SOIL & WATER CONSERVATION DIST	729,039.53	216,124.21	95,880.53	849,283.21	450.00	849,733.21

Financial Statement for 2023 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9928	REGIONAL PLANNING	400,268.34	20,508.00	35,950.61	384,825.73	0.00	384,825.73
9938	WARREN COUNTY PARK DISTRICT	2,255,412.38	104,174.57	69,870.79	2,289,716.16	322.48	2,290,038.64
9944	ARMCO PARK	364,465.95	81,548.88	78,436.26	367,578.57	3,639.93	371,218.50
9953	WATER SYSTEM FUND	43,855.42	1,834.00	951.40	44,738.02	218.00	44,956.02
9954	MENTAL HEALTH RECOVERY BOARD	17,506,089.09	136,336.66	1,260,550.19	16,381,875.56	145,124.29	16,526,999.85
9961	HEALTH GRANT FUND	792,023.53	67,524.37	29,504.52	830,043.38	0.00	830,043.38
9963	CAMPGROUNDS	2,876.10	0.00	0.00	2,876.10	0.00	2,876.10
9976	HEALTH - SWIMMING POOL FUND	176,684.22	0.00	0.00	176,684.22	0.00	176,684.22
9977	DRUG TASK FORCE COG	797,602.19	4,857.48	17,820.61	784,639.06	412.54	785,051.60
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		382,833,256.73	36,655,313.76	37,649,398.54	381,839,171.95	2,345,833.06	384,185,005.01

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for October, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 23-1480

Adopted Date November 07, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/2/23 as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-1481

Adopted Date November 07, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE MASON MORROW MILLGROVE ROAD (PIKE STREET) BRIDGE PROJECT FUND #4456

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Mason Morrow Millgrove Road (Pike Street) Bridge Project, an amended certificate and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$575,000.00 for the Mason Morrow Millgrove Road (Pike Street) Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4456 Mason Morrow Millgrove Road (Pike Street) Bridge Project:

Supplemental Appropriation

\$575,000.00 into 44563130-5320 (Capital Purchases)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 2, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2023	Taxes	Other Sources	Total
Mas Mor Mil Pike St Bridge Project	\$0.00		\$575,000.00	\$575,000.00
Fund 4456				
TOTAL	\$0.00	\$0.00	\$575,000.00	\$575,000.00

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission
 _____)

AMEND 23 13
 Fund 4456 Total 575,000.00
 4456 42625 +281,750.00
 4456 49000 +268,250.00
 4456 47030 +25,000.00

Resolution

Number 23-1482

Adopted Date November 07, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION INTO LODGING TAX 1% FUND #2231

BE IT RESOLVED, to accept an amended certificate and approve a supplemental appropriation for the Lodging Tax 1% for distributions to Warren County Convention and Visitors Bureau and Warren Co Port Authority:

\$ 200,000.00 into #22310999-5750 (Lodging 1% – Addl 1% Lodging Tax Pass Thru)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 2, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
Co Lodgings Tax Addl 1%	\$74,765.02		\$1,175,905.00	\$1,250,670.02
Fund 2231				
TOTAL	\$74,765.02	\$0.00	\$1,175,905.00	\$1,250,670.02

_____)
Matt Nolan)
 _____)
 _____) Budget
 _____) Commission
 _____)

Resolution

Number 23-1483

Adopted Date November 07, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2267

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2267:

\$12,000.00 into 22672200-5317 (Non-Capital Purchases)

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

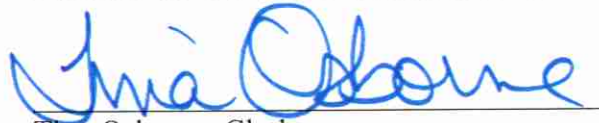
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 23-1484

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a vacation leave for Alison Nickles former employee of Common Pleas Court:

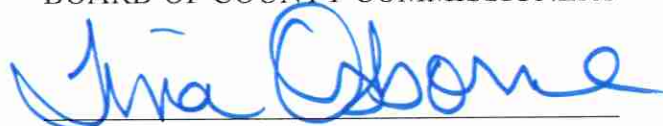
\$1,124.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011223-5882 (Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 23-1485

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation leave for Eric Johnson former employee of Sheriff's Office:

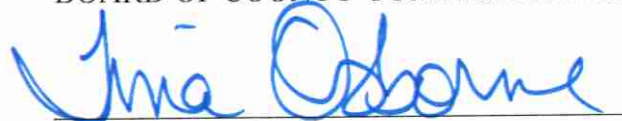
\$19,328.00	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	Into #11012200-5882	(Sheriff's Office - Vacation Leave Payout)
\$22,972.00	from #11011110-5881	(Commissioners - Sick Leave Payout)
	Into #11012200-5881	(Sheriff's Office - Sick Leave Payout)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 23-1486

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave for Tiana Payne former employee of JDC:

\$91.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(JDC - Vacation Leave Payout)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 23-1487

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustments:

\$600.00	from	#11011150-5400	(Genl Pros Purchased Services)
	into	#11011150-5850	(Genl Pros Training/Education)
\$400.00	from	#11011150-5400	(Genl Pros Purchased Services)
	into	#11011150-5911	(Non Taxable Meal Fringe)
\$2,400.00	from	#11011150-5400	(Genl Pros Purchased Services)
	into	#11011150-5940	(Genl Pros Travel)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 23-1488

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 8,000.00 from 11011220-5820 (Health/Life Insurance)
 into 11011220-5317 (Non Capital Purchase)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

Resolution

Number 23-1489

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,000.00 from 11011222-5820 (Health/Life Insurance)
 into 11011223-5317 (Non Capital Purchase)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 23-1490

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 1,000.00	from	11011240-5133	(JUV CT Derived Transcript)
	into	11011240-5910	(JUV CT Other Expense)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1491

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
1101220

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:


\$8,000.00	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5855	(Sheriff Clothing/Personal Equip)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 23-1492

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
1101220

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$20,000.00 from 11012200-5223 (Gas & Oil – Operating Supplies)
into 11012200-5462 (Vehicle Maintenance)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 23-1493

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$80.00 from #11012300-5210 (Materials & Supplies)
 into #11012300-5911 (Meal Fringe)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 23-1494

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

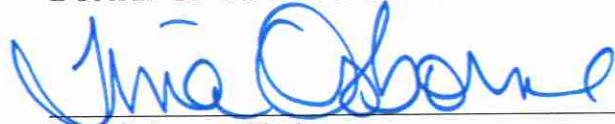
\$6,000.00	from #11012850-5102	(Dispatch – Regular Salaries)
	Into #11012850-5370	(Software – Non-Data Board)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 23-1495

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services fund 2203:

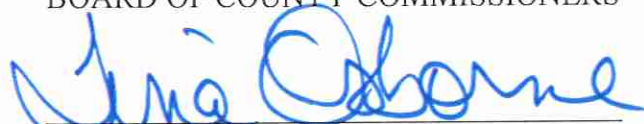
\$ 115,000.00	from	22035310-5400	(Purchased Services)
	into	22035310-5749	(Children Services)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Human Services (file)

Resolution

Number 23-1496

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, an appropriation adjustment is necessary to prepare vouchers from appropriate funds; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,200.00 from #22564410-5998 (Reserve/Contingency)

\$ 500.00 into #22564410-5430 (Utilities)

\$ 700.00 into #22564410-5811 (PERS)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

Resolution

Number 23-1497

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #22735100-5446 (Child Placement)
into #22735100-5400 (Purchased Services)

\$20,000.00 from #22735100-5446 (Child Placement)
into #22735100-5910 (Other Expenses)

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


Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

Resolution

Number 23-1498

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Laney Foster:

\$7,200.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB

Resolution

Number 23-1499

Adopted Date November 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for PERS and Medicare; and

WHEREAS, an appropriation adjustment is necessary to accommodate projected said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$40,000.00 from 55103200 - 5820 (Health & Life Insurance)

\$35,000.00 into 55103200 - 5811 (PERS)

\$ 5,000.00 into 55103200 - 5871 (Medicare)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1500

Adopted Date November 07, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 7th day of November 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

Resolution

Number 23-1501

Adopted Date November 07, 2023

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

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

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

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

Resolution

Number 23-1502

Adopted Date November 07, 2023

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 Operators(s); and

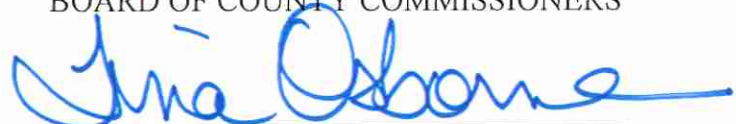
NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and direct the Water & Sewer Department to issue a request for qualifications for the procurement of engineering services for the design of ion exchange treatment at the Richard Renneker Water Treatment Plant and appoint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

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 23-1503

Adopted Date November 07, 2023

APPROVE AND ADOPT TEXT AMENDMENTS TO THE REQUIREMENTS AND STANDARDS FOR THE DESIGN AND CONSTRUCTION OF STREETS AND ROADWAY FACILITIES IN WARREN COUNTY

WHEREAS, pursuant to O.R.C. 711.101, this Board may adopt general rules setting standards and requiring and securing the construction of improvements shown on the plats and plans required under R.C. 711.10, et seq., and

WHEREAS, this Board met on August 29, 2023, October 17, 2023, and again this 7th day of November 2023, for the public hearing to consider said amendments; and

WHEREAS, this Board has considered testimony from those present in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, to approve and adopt text amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities; said amendments as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Streets and Roadway Facilities Public Hearing file

**Requirements and Standards
For the Design and Construction of
STREETS AND ROADWAY FACILITIES**

Warren County, Ohio

May 20, 1986

Amended

April 3, 1990

August 9, 1994

June 27, 1995

November 7, 2023

Warren County Board of Commissioners

Shannon Jones

David Young

Tom Grossmann

406 Justice Drive, Lebanon, Ohio

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GENERAL CONSIDERATIONS

1. **PURPOSE.** The Purpose of these requirements and standards as adopted by the Warren County Board of Commissioners, hereinafter referred to as the “County Commissioners”, is to provide minimum requirements for engineering and surveying standards in Warren County, Ohio. And to define the minimum requirements for engineering and construction as applied to land development and road and bridge construction projects under the jurisdiction of Warren County.
2. **TITLE.** These requirements and standards shall be known as, and may be cited and referred to, as **REQUIREMENTS AND STANDARDS FOR THE DESIGN AND CONSTRUCTION OF STREETS AND ROADWAY FACILITIES, WARREN COUNTY, OHIO**, and shall hereinafter be referred to as these “Standards”.
3. **AUTHORITY.** The County Commissioners and the County Engineer are authorized to adopt general rules and regulations establishing standards for the design and construction of improvements shown on the plats and plans within their jurisdiction by virtue of Chapter 711 and Title 55 of the Ohio Revised Code.
4. **JURISDICTION.** These Standards shall be applicable to work within all public rights-of-way and subdivisions of land as defined by Chapter 711 of ORC hereinafter within the unincorporated areas of Warren County.
5. **INTERPRETATION OF TEXT.** In the interpretation and application of the provisions of these Standards, they shall be held to be the minimum requirements. It is not intended by these Standards to interfere with or abrogate or annul any easements, covenants, or other agreements between parties unless they violate these Standards. When two specific provisions of these Standards conflict with each other or when a provision of these Standards conflicts with any other lawfully adopted rule, regulation, standard, ordinance or resolution, the most restrictive or imposing the higher standard shall apply.
6. **ADOPTION.** These Standards shall become effective after adoption by the County Commissioners. Subdivision sections that are grandfathered from these revised Standards include: i) those sections where construction has not begun but have received plan approval by the County Engineer no earlier than two-years prior to the effective date of these Standards, and ii) those subdivision sections where the developer has made at least the initial complete construction plan submittal to the County Engineer prior to adoption of these Standards by the County Commissioners.
7. **SEPARABILITY.** The invalidation of any clause, sentence, paragraph, or section of these Standards by a court of competent jurisdiction shall not affect the validity of the remainder of these Standards (either in whole or in part).
8. **DEFINITIONS.**
 - A. **County Commissioners:** The Board of Warren County Commissioners or it’s designated representative.
 - B. **County Engineer:** The Warren County Engineer or designated representative.
 - C. **County:** Warren County, State of Ohio
 - D. **Developer:** (See Subdivider)

- E. ODOT: The Ohio Department of Transportation
 - F. ORC: The Ohio Revised Code
 - G. Professional Engineer: a registered engineer authorized to practice professional engineering by the State of Ohio Board of Registration as specified under Section 4733 ORC.
 - H. Professional Surveyor: a registered surveyor authorized to practice professional surveying by the State of Ohio Board of Registration as specified under Section 4733 ORC.
 - I. Public Utility: any firm, corporation, governmental agency, or board authorized by state law or having a Public Utility Commission permit to furnish to the public, under regulations, electricity, gas, sewer, telephone, transportation, water or other similar public services.
 - J. Regional Planning Commission (RPC): The Warren County Regional Planning Commission or designated representative.
 - K. Street, Private: a privately maintained roadway designed and constructed to these Standards but not accepted by the County Commissioners.
 - L. Street, Public: a roadway within a dedicated right-of-way designed and constructed to these Standards and accepted by the County Commissioners for vehicular transportation use by the public (with or without provisions for pedestrians).
 - M. Subdivider: Any individual, developer, firm, association, syndicate, partnership, corporation, trust or any other legal entity commencing proceedings under these Standards to affect a subdivision of land hereunder for itself or for another or its designated representative.
 - N. Subdivider's Bond Agreement: An agreement between a Subdivider and Warren County on forms promulgated by the County Commissioners setting forth the financial and performance responsibilities of both parties.
 - O. Subdivision: As defined by Chapter 711 of the Ohio Revised Code.
 - P. Thoroughfare Plan: the Warren County Official Thoroughfare Plan.
9. ADMINISTRATION. The Warren County Engineer, referred to as the "County Engineer" herein, shall administer these Standards. These Standards are based on generally accepted engineering principles and practices. Therefore, any modifications to these Standards must be submitted to the County Engineer for review and approval. The County Engineer may agree to modify these Standards when, in the opinion of the County Engineer, they adhere to sound engineering principles and practices and are not contrary to the public interest.

SECTION 100

CONSTRUCTION PROCEDURE AND MATERIALS

100 CONSTRUCTION PROCEDURE AND MATERIALS

- A. The Subdivider shall design and construct improvements not less than the standards outlined in these Standards. The work shall be done under the County Engineer's supervision and shall be completed within the time fixed or agreed upon by the County Commissioners.
- B. It is the responsibility of the Subdivider and his engineer to investigate local conditions that may require additional improvements.

101 PRE-CONSTRUCTION MEETING

A pre-construction meeting including the Subdivider's contractor and the Warren County Engineer's representative(s) is required prior to the commencement of any construction activities on future public infrastructure and/or any work to be performed within the current road right-of-way areas.

102 WORK AND MATERIALS TO CONFORM WITH THE CURRENT ODOT CMS

All work and materials shall conform to the current edition of the Ohio Department of Transportation (ODOT) Construction and Material Specifications (CMS) and to the Standards and Specifications of Warren County, Ohio. Most, if not all, Ohio Department of Transportation Standard Details are acceptable may be accepted and/or required at the discretion of the County Engineer.

103 INITIAL SUBGRADE INSPECTION

- A. Public road right-of-way areas shall be prepared in accordance with ODOT CMS Item 201 – Clearing and Grubbing and approved by the County Engineer before the Contractor begins to construct their roadway embankment.
- B. Poor subgrade material may result in the need for undercut, granular backfill, and underdrain of the undercut area (if needed) within the scope and limits specified by the County Engineer, or alternately, the use of ODOT CMS #206 - Chemically Stabilized Subgrade. The Subdivider may elect to construct either option where both will provide an effective solution in the opinion of the County Engineer.

104 INSPECTIONS and TESTING

- A. **OUTSIDE INDEPENDENT TESTING/INSPECTION:** Inspections required of the Subdivider during and after the installation of improvements shall be made by an ODOT prequalified independent testing laboratory to ensure conformity with the approved plans and specifications as required by these Standards. The items that require inspection are as follows:
 - 1. Storm sewers and appurtenances. A video inspection of all storm sewer to be maintained by a public or quasi-public entity (such as a storm water management board), OR storm sewer that will be privately maintained but that the County Engineer has determined to be located such that the private sewer might adversely affect the public drainage system if not adequately constructed, will be submitted to the County Engineer for approval prior to County acceptance of the development infrastructure for public maintenance. The video inspection will be performed no sooner than 90-

days prior to the final punch list walk-thru scheduled with the Developer's request for County acceptance of the development infrastructure for public maintenance. Assessments of storm sewer, culverts, and appurtenances along with the accompanying video inspection reports shall be performed in accordance with ODOT CMS 611 specifications. All sewer mains must be clean with no pulled or slipped joints, and no cracked or damaged pipe. If repairs are required, a follow-up video inspection of the repair area will be submitted documenting that the storm sewer main is in compliance with ODOT CMS 611 specifications unless specifically waived by the County Engineer. All information must be legible, easily read or viewed, and of high quality.

2. 304 Aggregate Base – Test in accordance with ODOT SS 878 or more current related ODOT CMS specification.
 3. 206 Chemically Stabilized Subgrade (when used) – Test in accordance with ODOT SS 878 or more current related ODOT CMS specification.
 4. 301 asphalt concrete base and tack coat - density and pavement load and roll temperatures during construction. Depth checks by measurement of cores, one core every 300-Lin. Ft. of roadway, will be required unless specifically waived by the County Engineer. County Engineer-approved subgrade and 304 aggregate depth logs will be accepted in lieu of pavement cores to check depth on curb/gutter streets.
 5. 448 surface thickness - density and pavement load and roll temperatures during construction. Depth checks by measurement of cores, one core every 300-Lin. Ft. of roadway, will be required unless specifically waived by the County Engineer. County Engineer-approved subgrade and 304 aggregate depth logs will be accepted in lieu of pavement cores to check depth on curb/gutter streets.
 6. Other Testing of Asphalt - At the County Engineer's discretion, additional testing may be required on the pavement cores to verify that the asphalt mix and compacted density conforms with the ODOT CMS specifications.
- B. Inspections during the installation of roadway materials shall be performed by the County Engineer's office. Items that require inspection by the County Engineer's representative are as follows:
1. Street subgrade. 24 hours prior to installation of the curb, 304 aggregate base, and 301 Asphalt Base courses. In subdivisions with curb and gutter streets, a subgrade depth log from curb at a maximum of every 50 linear feet may be required by the County Engineer at the County Engineer's discretion.
 2. Review of Asphalt Tickets and Test Reports. A copy of material delivery tickets shall be delivered to the County Engineer within one week of constructing these items. Copies of the testing results specified in Section 104.A.2, 3, 4, 5 (these items are required by the County Engineer within one week of construction) and the pavement core results (required within one month of construction), will be emailed to the County Engineer's designated representative.
 3. New Roadway Signage Installation. Signage or other devices that are installed in conformance with the Ohio Manual of Uniform Traffic Control Devices as provided in the plans for permanent installation and during construction as specified in Section 108.
- C. All outside inspection costs shall be paid by the subdivider. Inspection performed by the County Engineer's Office staff during normal County Engineer's Office operating hours is provided at no cost to the subdivider. If the County Engineer has determined during the design, construction or within the maintenance period phases, that there are deficiencies in the design, materials or workmanship, the County Commissioners reserve the right to add to the requirements outlined in these Standards as needed to remedy the deficiencies noted by the County Engineer.

- D. Results and/or input from the testing firm or the design consulting engineer provided for the purpose of improving the quality of the project will be considered by the County Engineer with the final decision to be made by the County Engineer.

105 TESTING REPORT SUBMITTAL

Inspection and test reports shall be in writing with copies provided to the County Engineers Office within the timeframes specified above in Section 104.B.2. The reports shall clearly identify the subdivision name, the location of applicable test areas, and street names. Said reports are the basis for performance bond reductions, and/or street acceptance. The Subdivider's request for a bond reduction for roadway base and pavement items can only be processed upon the County Engineer's acceptance and approval of the inspection and test reports provided by the Subdivider.

106 RESPONSIBILITY

The work shall be under the control and supervision of the subdivider until written final acceptance is given by the County Engineer.

107 FINAL INSPECTION

Upon completion of all the improvements the subdivider shall request, in writing, a final inspection by the County Engineer as required under Section 711.091 of the Ohio Revised Code.

108 WORK IN OR ADJACENT TO EXISTING COUNTY OR TOWNSHIP MAINTAINED ROADWAYS

A separate, no-cost permit is required for any work performed within the road right-of-way area of an existing County or Township-maintained street. For the safety of the traveling public and the contractor's workers, the appropriate warning signage will be supplied in good condition and placed by the contractor in conformance with the Ohio Manual of Uniform Traffic Control Devices.

SECTION 200

SUBMISSION OF PLANS

200 PLANS AND PROFILES

- A. Complete plans profiles, signed and approved by a registered engineer, shall be made for all new streets and other improvements to be constructed in any subdivision subject to these Standards. Three (3) sets of prints of the plans and profiles and estimated quantities shall be filed with the County Engineer.
- B. Two of the plan and profile sets shall be printed on either 24" x 36" or 22" x 34" plan profile sheets; the remaining set will be a pdf electronic copy formatted to print to scale on 11" x 17" sheets. Plans and profiles shall show all necessary data in sufficient detail for the complete construction of all work and improvements to be made in the plat.
- C. The Developer will also provide an electronic copy of the curb, pavement, right-of-way, water, and sanitary and storm sewer infrastructure including all appurtenances tied to the state plane coordinate system in a format compatible with the current Warren County GIS program.
- D. All grade elevations shall be based on U.S.G.S., of Miami Conservancy District datum.
- E. More specifically, all plans and profiles shall show and include the following items:

<u>PLAN</u>	<u>GENERAL</u>	<u>PROFILE</u>
1. Show all proposed lots, streets, and curbs, etc.		1. Existing centerline and proposed top of curb profiles.
2. Existing pavement, headwalls, piers, etc.		2. Centerline stations.
3. Typical street and curb sections		3. Curb elevations at minimum 50-foot stations.
4. Construction notes.		4. Label proposed centerline and top of curb profile.
5. Structural details.		5. Profile of sewers and utilities in easements through lots
6. North arrow (preferably up or to the right.		6. Stations and centerline elevations intersection streets.
7. Street names.		7. Label curb elevations intersection streets.
8. Centerline stations (south to north and west to east where possible.		8. Insert title box in lower right corner.
9. Easements for utilities and storm		

drainage.

10. Pavement and right-of-way widths.

11. Lot numbers and dimensions.

12. Curb radius at intersections (if not covered in notes.

13. Curve data; station of PC, PT, PCC.

14. Sheet reference.

15. Plat section lines (boundary lines) show stations.

16. Dimension utility locations. Location and/or statement of adequate outlet for underdrains and storm sewer as approved by the County Engineer.

17. For open ditch sections, provide the designed driveway culvert opening size.

18. Cross-sections: To be provided every 100' on open ditch developments unless specifically waived by the County Engineer. Cross-sections may be required by the County Engineer in curb/gutter subdivisions at the discretion of the County Engineer. Specifically, cross-sections will be required in curb/gutter sections where graded slopes are steeper than 3:1.

<u>PLAN</u>	<u>Storm Sewer</u>	<u>PROFILE</u>
1. Show proposed storm sewers, manholes, laterals, catch basins, headwalls, etc.		1. Show length of span size, grade, and class of pipe.
2. Label each span length and pipe size.		2. Label storm water manholes, junction boxes, etc., and show centerline of streets and stations for each.
3. Station low points of grade and manholes.		3. Show invert elevations of all pipe at manholes, headwalls, junction boxes, etc., except laterals to catch basins.
		4. Show elevation on top of manhole or catch basin, when not in paved street or when in vertical curve portion of street.

Note: See also the Warren County Rules and Regulations for the Design of Storm Sewer and Storm Water Management Systems for additional guidance related to the Storm Water facilities.

Bridges: Bridge Justification Report. See Section 400.E of these Standards.

201 APPROVAL OF PLANS

- A. Construction drawings must be stamped/signed by the Ohio registered professional engineer who prepared the drawings prior to the plans being given final approval by the County Engineer. If a minimum of twenty-five (25) percent of the bonded amount of construction has not been completed, inspected and approved by the County Engineer within a period of three (3) years from the plan approval date, the approval shall be void and re-approval is required.
- B. Construction drawings shall be approved prior to the approval of a final plat.

SECTION 300

INSTALLATION/BONDING OF IMPROVEMENTS

300 BOND FOR INSTALLATION OF IMPROVEMENTS

- A. In order that Warren County has the assurance that the construction and installation of improvements will be completed, the subdivider shall enter into one to the following agreements:
 - 1. The Subdivider construct all improvements directly affecting the subdivision, as required by the Warren County Board of Commissioners, prior to the approval of a final plat; or
 - 2. In lieu of the completion of the improvements, to execute the current approved Security Agreement with the Warren County Board of Commissioners with the amount of the Security based on an estimate approved by the Warren County Engineer.
- B. The following improvements shall be installed, constructed, or bonded: earthwork constructed within existing or future public right-of-way or public easement areas, new streets, improvements to existing streets, street signs, traffic control signs, sidewalks, and other walkways/bicycle paths, stormwater drainage facilities, monuments and lot corner pins, streetlights, mail pickup/drop-off facilities, sanitary sewer facilities (separately – sanitary is not part of these regulations), and water facilities (separately – water utility is not part of these regulations).

301 CONDITIONS

- A. The security shall run for a period of time such that the performance of all bonded work will be completed within a timeframe not to exceed two (2) years from date of execution, or a later date determined by the County Engineer, and shall provide that the subdivider, the subdivider's heirs, successors, agents and assigns, will comply with all applicable terms, conditions, provisions and requirements of these Standards, and will faithfully perform and complete the work of constructing and installing such facilities or improvements in accordance with these Standards.
- B. While the performance (construction) of all improvements is required to be completed within a timeframe not to exceed two (2) calendar years, at minimum, there shall be a road constructed suitable for construction and emergency vehicles through the parcel frontage of any residence or commercial building prior to beginning construction on the building. The minimum width for the construction and emergency access is 16-feet wide and the street section up through the ODOT 301 asphalt base course or as otherwise determined by the County Engineer in conjunction with the local Fire Chief.
- C. Preceding the acceptance of the Subdivider's Security Agreement, an itemized list of materials and their cost shall be submitted to the County Engineer. Construction cost estimates shall reflect realistic and current bid prices to the satisfaction of the County Engineer.

302 COMPLETION OF WORK

As the required improvements are completed, approved, accepted, and the County Engineer has received and approved all material tickets, testing lab results and inspection reports, the County Commissioners may reduce the amount of the security as recommended by the County Engineer.

303 MAINTENANCE BOND

Upon acceptable completion of installation of the required improvements, the subdivider shall execute the current approved Security Agreement for maintenance except that a separate Security Agreement for maintenance is not required if maintenance is included in the performance bond required under Section 300 above.

304 ACCEPTANCE

After two-thirds of the development parcels have been issued a Certificate of Occupancy by the Warren County Building & Zoning Department and all improvements have been constructed to the satisfaction of the County Engineer, the Developer will advise the County Engineer in writing that the development is eligible to begin the 2-year development maintenance period.

At the conclusion of the maintenance period and upon the Developer's completion of the punch list of repairs, monuments and lot corner pins, and as-built drawings to the satisfaction of the County Engineer, the County Engineer will certify to the County Commissioners that all improvements have been completed in accordance with these Standards, and the County Commissioners may then proceed to accept the facilities for which the security was posted.

305 FAILURE TO COMPLY

Whenever public improvements have not been constructed in accordance with these Standards, the County Commissioners may exercise its rights pursuant to the terms of the Security Agreement.

SECTION 400

SUBDIVISION IMPROVEMENT REQUIREMENTS AND IMPROVEMENT DESIGN STANDARDS

400 STREETS AND BRIDGES

- A. The subdivider shall be responsible for the construction of all new streets within a subdivision.
- B. Where a land use change or development on existing road frontage or previously approved street increases traffic volumes or involves safety or new entrances or exits, the development shall be reviewed for any improvements to adjoining, existing streets which may be required of the subdivider in order to mitigate the impacts of the changed conditions consistent with the methods and procedures identified in the Access Management Regulations for Warren County.
- C. The subdivider is responsible to provide those improvements needed to satisfy Section 400.B above and any remaining improvements necessary along the subdivider's road frontage so that the developed section, development side only, is the same or better than the Typical Section provided in the current Official Thoroughfare Plan for Warren County Ohio. Other offsite improvements may be required when the existing road to the proposed subdivision entrance is less than 18.0-foot wide or as determined in the traffic impact study using the methods and procedures identified in the Access Management Regulations for Warren County. This requirement may be waived or reduced in scope by the County Engineer where, in the opinion of the County Engineer, the improvements are less than feasible due to existing conditions such as topography, structures, and/or drainage features. {See also Section 415 OFFSITE IMPROVEMENTS herein.}
- D. Whenever the developer changes the grade of an existing street outside the limits of the plat and the grade changes require adjustment of existing improvements, such adjustments as are necessary will be the responsibility of the developer. If such changes affect private property, the developers shall be responsible for all costs associated with the acquisition of the necessary easements of right-of-way.
- E. A bridge-justification report is required to be reviewed and approved by the County Engineer prior to Warren County accepting a structure meeting the Ohio Revised Code (ORC) Section 5501.74 definition of a bridge for public maintenance (see attached). Structures meeting the ORC definition of a bridge will not be accepted for public maintenance if it can be shown that a culvert of less than 10.0' span will adequately convey the design flow in the opinion of the County Engineer. The bridge justification report will also consider the anticipated service life and replacement cost of the structure and number of residences served. A finance plan may be required if the number of residences served by the proposed structure is not sufficient to justify the cost of the public to maintain the structure.
- F. Additional easement areas will be required for bridges and/or large diameter culverts as determined necessary by the County Engineer for future maintenance including replacement and the potential need for temporary pavement needed for the residents on dead-end roads to navigate through the construction area.

401 STREET DESIGN

Most existing and proposed streets will be classified as one of the following: Subdivision Local I, Subdivision Local II, Subdivision Local III, Private I Private II and Industrial. Higher order streets will be designed and constructed to a standard consistent with the Thoroughfare Plan, and the Ohio Department of Transportation (ODOT) Location and Design (L&D) Manual, AASHTO or other standard as determined by the County Engineer.

- A. Subdivision Local I Streets: A street used primarily for providing access to abutting properties. This street can connect other local streets or be a cul-de-sac, loop, or marginal access street though the total number of single-family residential lots served by a Local 1 street is 50 or below. A road serving less than 50 lots in the proposed development being considered but with the potential to serve additional parcels in a future connecting development may be classified as a Local II or Subdivision Collector Street by the County Engineer. The design speed is twenty-five (25) miles per hour. The design standards for Subdivision Local I streets are specified in Table 1.
- B. Subdivision Local II Streets: A street which provides access to abutting properties and carries traffic from other local streets to collector or arterial streets serving a total of 50 to 250 single family residential lots. The design speed is twenty-five (25) miles per hour. The design standards for Subdivision Local II streets are specified in Table 2.
- C. Subdivision Local III Streets: A low speed higher order local street that serves 250 to 400 single family residential lots and carries traffic from local streets to other collector or arterial streets. Design speed is equal to the legal speed limit as determined by the Ohio Revised Code (ORC). The design standards for Local III streets are specified in Table 3.
- D. Private Streets I: Serves up to 5 single family residences or up to 10 townhomes /condominiums. The design standards for private streets shall be specified in Table 5. If owners of private streets request that the streets be accepted for public maintenance in the future: i) acceptance by the County Commissioners and/or Township Trustees is unlikely, and ii) the owners shall bear the full expense of any reconstruction or any other action necessary to make the streets fully conform to the requirements applicable at that time for public streets, prior to dedication and acceptance.
- E. Private Streets II: Serves up to 40 single family residences or other use up to 400 maximum trips generated per day. The design standards for private streets shall be specified in Table 6. See Private Streets I regarding future requests by owners to transfer private streets to the public road inventory.

402 SPECIAL STREET TYPES

The following requirements shall apply to special street classifications:

- A. One Way Streets: The design standards for one-way streets are contained in Table 5.
- B. Marginal Access Streets: The design standards for marginal access streets shall be the same as those required for local streets or one-way streets as specified in Table 1, 2 or 5.
- C. Dead-End Streets: A 'T' type temporary turnaround shall be provided at the end of a street that is to be extended for future development within a subdivision. The temporary turnaround shall be designed in accordance with the standards specified in Table 8.

A turnaround shall be provided when a street is constructed to a property line, for future access

to the adjacent property, and it provides access to more than one lot on each side. If it is determined by the Regional Planning Commission that the street will ultimately connect to another street in the roadway network, a 'T' type temporary turnaround shall be provided at the end of the street. The temporary turnaround shall be designed in accordance with the standards specified in Table 8. If it is determined by Regional Planning Commission that the roadway will ultimately become a cul-de-sac street with a future extension, then a permanent mid-block turnaround may be required in lieu of the 'T' type turnaround. The location of the mid-block turnaround shall be determined during the review of the preliminary plat for the subdivision. The mid-block turnaround shall be designed in accordance with the standards specified in Table 9.

403 HORIZONTAL STREET ALIGNMENT

When there is an angle of deflection between two (2) centerline tangent sections of a street, a curve of adequate radius shall connect them. The minimum centerline curve radii for Subdivision Local I, Subdivision Local II, Subdivision Collector I, Industrial Street, One-Way, Private I, and Private II streets are specified in Tables 1, 2, 3, 5, 6, and 7 respectfully.

404 VERTICAL STREET ALIGNMENT

The minimum length of a vertical curve shall be computed from the following formula:

$$L = KA$$

Where: L = Length of vertical curve in feet
K = A constant for design
A = The algebraic difference in percent of grades

The values to be used for the constant K are provided in Tables 1, 2, 3, 4, 5, 6, and 7.

Use ODOT Location & Design criteria for design thresholds and procedures related to superelevated roadway sections.

405 INTERSECTIONS

The design standards for all intersections are specified in Table 10.

406 CUL-DE-SACS AND MID-BLOCK TURNAROUNDS

- A. The location requirements for mid-block turnarounds on cul-de-sac streets, based on street length, are specified in Table 1. Mid-block turnarounds may also be used on other local streets.
- B. The design standards for cul-de-sacs are specified in Table 9.
- C. The design standards for mid-block turnarounds are specified in Table 9.
- D. Central islands may be included in the design of cul-de-sacs or mid-bloc turnarounds. Specific uses for central islands shall be approved during the review of the preliminary plat for a subdivision. Uses for central islands include but are not limited to:
 - 1. Landscaping for aesthetic purposes.
 - 2. Vehicle speed reduction.
 - 3. Vehicle parking (recommended if front yard building setbacks are less than fifty (50) feet).

4. Postal facilities.

407 CURBS AND GUTTERS

- A. Combination curbs and gutters may be required for stormwater drainage. A determination of the necessity for curbs and gutters in lieu of roadway side ditches shall be made as part of the stormwater drainage design review.
- B. Curbs and gutters shall be provided for the following special roadway features:
 - 1. Cul-de-sacs: Where a cul-de-sac contains a central island a curb shall be provided along the inside pavement edge around the central island.
 - 2. Mid-Block turnarounds: Where a mid-block turnaround contains a central island, a curb shall be provided along the inside pavement edge, around the central island.
 - 3. A curb shall be provided along the inside pavement edge at all median openings and at the beginning and end of a median area.
 - 4. Curb and gutter will be required on both sides of the street where sidewalks are to be constructed along one or both sides of the roadway unless waived by the County Engineer.

408 POSTAL FACILITIES

Warren County Subdivision Regulations pertaining to Postal Facilities adopted by the Executive Committee of the Regional Planning Commission and the Warren County Commissioners after November 7, 2023, will supersede these Section 408 Postal Facilities requirements provided in A. – F. below where these Section 408 provisions contradict the Warren County Subdivision Regulations.

- A. Postal facilities are privately owned and maintained by the Developer or other non-public entity as assigned by the Developer on the recorded Subdivision Plat. It is the Developer's responsibility to ensure that the postal facilities constructed meet United States Postal Service requirements.
- B. Handicap ramps or other ADA facilities necessary for access to the postal facilities are the responsibility of the party or parties that own and maintain the facilities. However, the County Engineer may require that the Developer or owner of the postal facilities construct ADA ramps, signage, pavement markings within the public road right-of-way that, in the County Engineer's opinion, are necessary to accommodate anticipated pedestrian traffic to/from the postal facility at locations other than roadway intersections.
- C. Vehicle parking or waiting facilities shall be provided to serve combined postal delivery and collection units when they are employed to provide postal service to a subdivision.

All such facilities shall also meet the location requirements of the Warren County Regional Planning Commission as specified in the Warren County Subdivision Regulations Section 415.

- D. To avoid the need for pull off areas in or near the public right-of-way and for public convenience and safety considerations, the mail kiosks not located in areas with parking and separate driveway access will be limited to 36 residences maximum at one location and will be located along streets with less than 1000 ADT (100 residential lots).

- E. Locating mail kiosks on the no parking/fire lane side of the roadway may be preferable in some areas due to improved visibility. Subject to the approval of the local Fire Chief and signed for 5-minute maximum parking if permitted.
- F. Driveways for separate mail kiosk parking areas shall be located 100-foot minimum from the closest intersection measured from the radius return of the intersecting street and nearest edge of pavement of the mail kiosk driveway. Where there are designated turn lanes, the nearest mail kiosk facility drive edge of pavement will be located no closer than 150-feet from the diverging taper for the turn lane.
- G. The Developer and future residents are advised that the maintaining road agency will not be able to alter their snow plowing operations to accommodate mail kiosk locations. There will be an accumulation of plowed snow at mail kiosks located along the roadway and within pull-off areas (if permitted to be constructed as a variance to Section 408.D).

409 SIGNS

All signs within a development are the responsibility of the developer and shall be made and placed in accordance with the standards and requirements of these Standards.

410 SUMP PUMPS

- A. No person shall install any pump, piping, device, apparatus; or other such system for discharging sump pump effluent into a public right-of-way without approval of the County Engineer.
- B. The discharge of sump pump effluent onto a public road surface is specifically prohibited.
- C. Sump pump effluent discharge systems shall conform with one of the following modes of construction after obtaining a permit from the County Engineer: direct connection to a public storm sewer; direct discharge into an approved natural drainage ditch, connection to a yard inlet; direct connection to a public storm drainage culvert. The installation of a master sump pump drainage system may be required where other means of effluent removal are not available or feasible.
- D. #611 Sump line shall be 6" ODOT Type B Conduit non-perforated Type F Schedule 40 PVC (ODOT CMS 702.42 or 702.45)

411 SIDEWALKS

- A. Sidewalks shall be provided in new subdivisions as a system of pedestrian circulation which is separate from streets. All sidewalks shall be inside of the public utility easement which adjoins the road right-of-way.
- B. All sidewalks shall meet the location requirements of the Warren County Regional Planning Commission as specified in the Warren County Subdivision Regulations.
- C. Where a sidewalk is required on both sides of a cul-de-sac street, the sidewalk shall be continuous around the cul-de-sac.

- D. Where sidewalk is required on one side of a cul-de-sac street, the sidewalk may terminate into the cul-de-sac.
- E. All sidewalks shall be designed in accordance with the following standards:
 - 1. Sidewalks along local streets shall be four (4) feet in width and located as shown in the Official Thoroughfare Plan, Warren County Ohio, except that sidewalks located along roadways with a functional classification of collector or higher shall be six (6) feet in width.
 - 2. All walkways located closer than 2-feet from the back of curb shall be a minimum of six (6) feet in width.
 - 3. Intersections of sidewalks and roadways with a functional classification of collector or higher shall be regulated by traffic control devices where the County Engineer determines necessary.
 - 4. A curb ramp meeting the current ADA construction standards shall be provided where a sidewalk intersects a street.
 - 5. Sidewalks shall be constructed of Portland cement concrete. All other walkways shall be constructed of Portland cement concrete or asphaltic concrete.
- F. The construction of required sidewalks located within i) the public road right-of-way or a public utility easement area parallel to the public road right-of-way, and ii) also located along developed (owner-occupied) building lots or non-building lots such as Open Space parcels, shall be completed prior to the County Commissioners accepting the public improvements in the subdivision.

412 STREET AND WALKWAY LIGHTING

- A. Street and walkway lighting shall be provided in all subdivisions.
- B. All street lighting facilities shall meet the location requirements of the Warren County Regional Planning Commission as specified in the Warren County Subdivision Regulations.
- C. The design of street lighting facilities shall be as follows:
 - 1. Street Intersections: An average horizontal illumination shall be maintained in the area described by a circle, the center of which is the centerline intersection, and the radius of which is the distance between the centerline intersection and the furthest point of curb return.
 - 2. Street and mid-Block Walkway Intersections: An average horizontal illumination shall be maintained in the area described by a circle, the center of which is the centerline intersection of the street and walkway, and the radius of which is forty (40) feet.
 - 3. Cul-de-sac Streets: An average horizontal illumination shall be maintained to the edge of pavement of the cul-de-sac turnaround area.
 - 4. Mid-Block Turnaround: An average horizontal illumination shall be maintained to the edge of pavement of the turnaround area.
- D. The standards for minimum average horizontal illumination shall be as specified in Table 11.
- E. Street lighting equipment shall be obtained from the electric utility which serves the subdivision.

- F. All street lighting facilities shall become part of a street lighting district, subject to approval of said district by the trustees of the township in which the subdivision is located.

413 SURVEY MONUMENTS

- A. A minimum of four (4) permanent reference monuments shall be located and placed within the subdivision, and their location noted on the record plat. These monuments shall be placed immediately after final grading of lots is completed and the cost of monuments will be included in the cost of improvements. Additional monuments may be required for subdivisions which involve more than ten (10) lots.
- B. Specification for permanent reference monuments are as follows:
 - 1. An iron rod one (1) inch in diameter and thirty-six (36) inches in length with an identification cap which specifies the name and registration number of the surveyor who set the monument.
 - 2. A concrete monument six (6) inches square and thirty-six (36) inches in length with a suitable center point.
- C. A solid iron pin monument, five-eighths (5/8) inch in diameter and thirty (30) inches long, shall be placed by the surveyor at all points on boundary lines where there is a change of direction, at all lot corners and on all new street centerlines where there is a change of direction. All iron pins shall have an identification cap which specifies the name and registration number of the surveyor who set the pin.
- D. There shall be a certification of placement of all monumentation by the surveyor who set them filed with the County Engineer prior to their release from the performance security.

414 STORM SEWERS AND STORM WATER DRAINAGE

Where an adequate public storm sewer is available at the plat boundary, the subdivider shall construct a storm sewer system and connect with such storm sewer line. If such a storm sewer system is not accessible, natural drainage channels shall be provided.

415 OFF-SITE IMPROVEMENTS

- A. The developer or subdivider may be required to contribute to the improvement of streets not within the boundary of the proposed subdivision if such improvements are necessary to serve the proposed subdivision. {See also Section 400 STREETS above.}
- B. If streets are not available at the boundaries of a proposed subdivision, the developer or subdivider shall be required to obtain the necessary right-of-way and to construct extensions of such street across the development frontage.

416 OVER-SIZING AND EXTENSION OF IMPROVEMENTS

- A. The streets and other land improvements required for the proposed subdivision shall be designed to serve adjacent lands if it is determined that such improvements would provide for the most desirable development pattern for the area.
- B. The subdivider shall be required to extend the necessary improvements to the boundary of the

proposed subdivision to serve adjoining unsubdivided land.

417 PRIVATE DRIVEWAY INSTALLATION

- A. All private drives are to be maintained by the owner of the property served by the drive.
- B. A permit must be obtained by the County Engineer or the appropriate authority. No construction shall start unless a permit is obtained.
- C. The County Engineer, or appropriate authority, shall review and approve the size (diameter) of the culvert pipe required.
- D. No culvert shall be less than 30-feet in length. Longer lengths may be required if the engineer determines necessary.
- E. Designer Note: The recommended maximum residential driveway slope is 10.0%. The designer will advise the County Engineer when, in the opinion of the designer, the driveway slope must be greater than 10.0%. Plan changes may be necessary as determined by the County Engineer to reduce driveway slopes to achieve no more than 10.0% slope. Commercial driveways will be designed in accordance with the current ODOT L&D standards.

TABLE 1

STREET DESIGN STANDARDS
Subdivision Local I Streets (up to 50 single family lots)

Right-of-Way (ROW)	: 50 feet for streets with curbs and gutters
	: 70 feet for streets without curbs and gutters
Public Utility Easement (P.U.E.)	: 10 min feet on each side of ROW
Pavement width	: 2 lanes – 12 feet per lane
Minimum street grade	: 1.0%
Maximum street grade	: 8.0% (9% Rolling/Steep Terrain)
Minimum stopping sight distance	: 155 feet
Minimum centerline radius	: 50 feet with an “eyebrow”, 100 feet without though a ‘no parking’ zone may be needed on one or both sides of the street
Vertical curve ‘K’ values	: 20 for ‘crest’ curves; 28 for ISD
	: 27 for ‘sag’ curves
Maximum bridge length on a cul-de-sac street	: See Section 400.E
Additional ‘turnarounds’ required on cul-de-sac streets for a street length of:	
0 – 1199 feet	: None
1200 to 1799 feet	: 1
1800 to 2399 feet	: 2
2400 to 2999 feet	: 3
3000 feet or greater	: 4

****Pavement Composition:**

- 1 ¼" Item 448 surface – surface
- 2" Item 448 surface – intermediate
- 4" Item 301 Base Course (3" with Stabilized Subgrade to ODOT CMS 206 Specifications)
- 5" (average) Item 304 Aggregate Base (6" with Stabilized Subgrade per ODOT CMS 206)
- Underdrain both sides

- Notes: 1 – Consult the maintaining Township for parking requirements.
 2 – Design speed = 25 MPH
 3 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.
 4 – See TABLE 6 for cul-de-sac turnaround design standards.

TABLE 2

STREET DESIGN STANDARDS
Subdivision Local II Streets (51 to 250 single family lots)

Right-of-Way (ROW)	: 50 feet for streets with curbs and gutters : 70 feet for streets without curbs and gutters
Public Utility Easement (P.U.E.)	: 10 min feet on each side of ROW
Pavement width	: 2 lanes – 12 feet per lane
Minimum street grade	: 1.0%
Maximum street grade	: 8.0% (9% Rolling/Steep Terrain)
Minimum stopping sight distance	: 155 feet
Minimum centerline radius	: 175 feet – Note that parking may be required through the curve for > than 750 ADT as determined by length of lot frontage (or density of parked vehicles anticipated) and the stopping sight distance available along the roadside edge of parked vehicles six feet from the curb/edge of pavement.
Vertical curve 'K' values	: 20 for 'crest' curves : 27 for 'sag' curves

Pavement Composition:

- 1 ¼" Item 448 surface – surface (1.5" with Stabilized Subgrade to ODOT CMS 206 Specifications)
- 2" Item 448 surface – intermediate
- 5" Item 301 Base Course (3.5" with Stabilized Subgrade per ODOT CMS 206)
- 6" (average) Item 304 Aggregate Base w/Underdrains

- Notes:
- 1 – Consult the maintaining Township for parking requirements.
 - 2 – Design speed = 25 MPH
 - 3 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.
 - 4 – See TABLE 6 for cul-de-sac turnaround design standards.

TABLE 3

STREET DESIGN STANDARDS
 Subdivision Local III Streets (251 to 400 single family lots)

Right-of-Way (ROW)	: 60 feet for streets with curbs and gutters* : 80 feet for streets without curbs and gutters *
Public Utility Easement (P.U.E.)	: 10 min. feet on each side of ROW
Pavement width	: 2 lanes and 1 turning lane (as required)– 12 feet per lane* *Coordinate with the County Engineer and Regional Planning Commission. Final determination based in part on development type and Thoroughfare Plan requirements.
Minimum street grade	: 1.0%
Maximum street grade	: 6.0% (8% Rolling/Steep Terrain)
Minimum stopping sight distance	: 250 feet (35 MPH)**
Minimum centerline radius	: 350 feet 25 mph, 450 feet 35 mph
Vertical curve 'K' values	: 42 for 'crest' curves; 54 for ISD (35 MPH) ** : 49 for 'sag' curves (35 MPH) ** ** Criteria will be reduced if 25 MPH design is appropriate in the opinion of the County Engineer.

***Pavement Composition:

- 1 ½ inches Item 448 surface - surface
- 2 inches Item 448 surface – intermediate
- 5.5" Item 301 Base Course (4" with Stabilized Subgrade per ODOT CMS 206)
- 6" (average) Item 304 Aggregate Base
- Underdrain both sides

***ODOT Pavement Design method will be utilized to confirm that section is adequate where the ADT < 4000 (400 single family residential units or equivalent)

Notes:

- 1 – Design speed = 35 MPH_Legal Speed**
- 2 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.

TABLE 4

STREET DESIGN STANDARDS
Industrial Street

Right-of-Way (ROW)	: 74 feet for streets with curbs/gutters*
	: 80 feet for streets without curbs/gutters *
Public Utility Easement (P.U.E.)	: 15 min. feet on each side of ROW
Pavement width	: 36 feet*
	*Coordinate with the County Engineer and Regional Planning Commission. Final determination based on a number of factors including development type and Thoroughfare Plan requirements.
Minimum street grade	: 1.0%
Maximum street grade	: 5.0%
Minimum stopping sight distance	: 305 feet (40 MPH)**
Minimum centerline radius	: 450 feet **
Vertical curve 'K' values	: 44 for 'crest' curves (40 mph SSD); 54 for ISD (35 MPH) ** : 49 for 'sag' curves (35 MPH) **

** Coordinate with the County Engineer prior to design.

Notes (Street Standards):

- 1 – Design speed = 35 MPH
- 2 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.

Minimum Pavement Structural Number (with confirmation of assumptions):

Warehouse Development	Untreated Subgrade	Chemically Treated Subgrade
Up to 1 million SF	SN = 5.3	SN = 4.7*
Up to 3 million SF	SN = 5.8	SN = 5.2*
Up to 5 million SF	SN = 6.4	SN = 5.8*
Greater than 5 million SF	(By site specific design)	

*SN/inch of ODOT 304 material is increased to 0.17 from 0.14.

Notes (Pavement Design):

1. Flexible pavement composition will include a minimum of 6-inches and maximum of 10" ODOT 304 aggregate base.
2. Underdrains per Section 205.1 of ODOT's PDM and PDM Figure 205-1. 6" diameter (PDM Section 205.1.1) and ODOT Type A Geotextile fabric (CMS 712.09-1). Where underdrains cannot be accommodated on uncurbed sections due to outfall grade, aggregate drains may be used per ODOT PDM 205.1.4.
3. Confirm in lab (rather than ODOT GB-1 spreadsheets) that the California Bearing Ratio (CBR) is 4 or better. CBR values less than 4 will require additional consideration.
4. For proposed roadway sections with two lanes ingress and two lanes egress, divide the total square feet of warehouse space by 1.50 and apply that number to the Minimum Pavement Structural Number table.
5. ODOT Pavement and Design Manual Figures 402-2 and 402-3 values: Reliability = 95%, Standard Deviation = 0.49, Design Serviceability Loss = 2.0.
6. Additional consideration is required for truck volumes greater than 750/day/1 million square feet of warehouse.
7. Check ODOT PDM Section 400 Asphalt Mix Design for surface and intermediate course recommendations for anticipated truck volumes. Notably, the January 2020 edition of the ODOT PDM recommends an upgraded binder mix for high stress areas where trucks are starting/stopping, turning.
8. Testing Requirements: ODOT CMS specifications listed below or their current equivalents.
 - a. ODOT SS 1120 to determine the final design of the chemically treated subgrade.
 - b. Check for high sulfate concentration per ODOT GB-1
 - c. SS 878, ODOT CMS 206 testing during construction of the treated subgrade.
 - d. Proof roll
 - e. SS 878 for compaction of ODOT 304 base.
 - f. Asphalt proctor/density tests per ODOT 448.

TABLE 5

STREET DESIGN STANDARDS
One-Way Streets

Right-of-Way (ROW)	: 45 feet for streets with curbs and gutters
	: 55 feet for streets without curbs and gutters
Public Utility Easement (P.U.E.)	: 10 feet on each side of ROW
Pavement width	: 19 feet {Assuming driveway access perpendicular to the roadway}
Minimum street grade	: 1.0%
Maximum street grade	: 8.0%
Minimum stopping sight distance	: 155 feet
Minimum centerline radius	: 175 feet
Vertical curve 'K' values	: 20 for 'crest' curves; 28 for ISD
	: 27 for 'sag' curves

Notes:

- 1 – No on-street parking is permitted where driveways are located on both sides of the street. For driveways on one side of the street only, parking may be permitted on the residence side though also subject to the maintaining Township parking requirements. The pavement width needed to back out of driveways perpendicular to the roadway dictates the minimum pavement width of 19-ft.
- 2 – Design speed = 25 MPH
- 3 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.

TABLE 6

STREET DESIGN STANDARDS*
Private I Streets

* Suggested minimum standards for privately maintained streets. The professional design engineer registered in the State of Ohio affixing their stamp and signature on the plans may consider other standards with input from the County Engineer and the local Fire/EMS Department when requested by the permitting authority. Warren County makes no warranties/ guarantees pertaining to the design or construction of privately maintained roadways.

Lot/Easement width	: 30 feet minimum
Utility easement	: Per Utility Owner(s)
Pavement width	: 2 lanes – 8 feet per lane
Minimum street grade	: 1.0%
Maximum street grade	: 12.0%
Minimum stopping sight distance	: 155 feet
Minimum centerline radius	: 50 feet*
Vertical curve 'K' values	: 10 for 'crest' curves* : 18 for 'sag' curves*
	*Maintain minimum stopping sight distance
Maximum bridge length on a cul-de-sac street	: See Section 400.E
Additional 'turnarounds' required on cul-de-sac streets for a street length of:	: See Local I Street

Pavement Composition:

Aggregate Base

- 1 ½ inches Item 448 surface - surface
- 1 ½ inches Item 448 surface – intermediate
- 3" Item 301 Base Course
- 5" Item 304 Aggregate Base

Full Depth Pavement

- 1 ½ inches Item 448 surface - surface
- 2 inches Item 448 surface – intermediate 5" Item 301 Base Course

Professional Engineer Stamped/ Certified Design Option:

Professional engineer to certify that the proposed pavement section is designed to support emergency vehicles, construction vehicles and has a design life of more than 20-years.

- Notes: 1 – No on-street parking is permitted.
2 – Design speed = 15 MPH (Stopping Sight Distance 25 mph)
3 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.
4 – See TABLE6 for cul-de-sac turnaround design standards.

TABLE 7

STREET DESIGN STANDARDS*
Private II Streets

* Suggested minimum standards for privately maintained streets. The professional design engineer registered in the State of Ohio affixing their stamp and signature on the plans may consider other standards with input from the County Engineer and the local Fire/EMS Department when requested by the permitting authority. Warren County makes no warranties/ guarantees pertaining to the design or construction of privately maintained roadways.

Lot/Easement width	: 45 feet for streets with curbs and gutters
	: 60 feet for streets without curbs and gutters
Public Utility Easement (P.U.E.)	: Per Utility Owner(s)
Pavement width	: 2 lanes – 10 feet per lane
Minimum street grade	: 1.0%
Maximum street grade	: 10.0%
Minimum stopping sight distance	: 155 feet
Minimum centerline radius	: 50 feet with an “eyebrow” or 100 feet
Vertical curve ‘K’ values	: 20 for ‘crest’ curves; 28 for ISD
	: 27 for ‘sag’ curves
Maximum bridge length on a cul-de-sac street	: Private Maintenance
Additional ‘turnarounds’ required on cul-de-sac streets for a street length of:	: See Local I Street

Pavement Composition (3 Options):

Aggregate Base

- 1 ½ inches Item 448 surface - surface
- 1 ½ inches Item 448 surface – intermediate
- 3” Item 301 Base Course
- 6” Item 304 Aggregate Base

Full Depth Pavement

- 1 ½ inches Item 448 surface - surface
- 1 ½ inches Item 448 surface – intermediate
- 5 ½ inches Item 301 Base Course

Professional Engineer Stamped/ Certified Design Option:

Professional engineer to certify that the proposed pavement section is designed to support emergency vehicles, construction vehicles and has a design life of more than 20-years.

- Notes: 1 – See County or Township Zoning Requirements (as applicable) for Parking
2 – Design speed = 25 MPH
3 – Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet. This criterion shall apply to both horizontal and vertical sight distance.
4 – See TABLE 6 for cul-de-sac turnaround design standards.

TABLE 8

STREET DESIGN STANDARDS
"T" Type Turnarounds

Pavement width	: 20 feet
Width of 'T' section	: 50 feet + street pavement width
Curb radius	: 15 feet
Street extension beyond 'T'	: 15 feet

Pavement composition for T-Type Turnarounds is equal to the Local 1 standard.

TABLE 9

STREET DESIGN STANDARDS
Cul-de-sacs and Mid-block Turnarounds

Right-of-Way (ROW) radius	: 55 feet for C/G and 60 feet for ditch
Outside pavement radius	: 42 feet
Lane width with central island	: 18 feet
Curb return radius (edge/pavement)	: 25 feet
Public Utility Easement (P.U.E.)	: 10 feet outside of ROW

TABLE 10

INTERSECTION DESIGN STANDARDS

Intersection sight distance	Per ODOT L&D Manual for the design speed. 25 mph: 280' (K Crest = 28). Fig 201-5E {See Note 4 below for proposed roadway connections to an existing roadway.}
Street pavement grades at intersections (See Note 3 below)	: 5% maximum for the major street within 150 feet of the centerline intersection.
Angle of intersection	: 90 degrees (75 degrees minimum when justified).
Minimum curb radius (higher street classification determines radius)	Private streets - 25 feet Subdivision Local streets - 35 feet Subdivision Collector streets - 35 feet Mainline Collector and Above – 50 feet

Notes:

1 – ‘Major’ and ‘minor’ streets shall be determined by street classification. Where both streets are of the same classification, the major street shall be the ‘through’ street or the street which connects to another street in a higher classification. In most cases, the minor street will be controlled at intersections.

2 – The centerline grade of the major street shall be maintained through the intersection. The point of vertical intersection between the pavement cross slope grade of the major street and the centerline grade of the minor street shall be a minimum of fifty (50) feet from the centerline intersection of the two streets.

3 – When locating a proposed intersection near a vertical or horizontal curve, consider the following scenarios in addition to the sight distance available for vehicles turning from the proposed intersection onto the existing road.

- a. Left turning motorists often make their decision on the approach ahead of the intersection. Measure the sight distance available to the motorist on the mainline approaching the proposed intersection 100-feet from the proposed nearest edge of pavement (based on observations at existing intersections near crest curves). Measure the sight distance available 100-feet from the nearest edge of pavement

for the approach in the opposite direction if a second future connection is possible opposite of the proposed connection being evaluated.

- b. For vehicles approaching the left turning motorist stopped in the mainline road, measure the stopping sight distance available for a vehicle on the mainline road approaching the queued left-turning vehicle.

Per AASHTO Green Book Section 9-5 (24-foot wide roads):

ISD recommended for left turn onto the mainline road: $7.5 \text{ seconds} \times \text{design speed (ft/s)}$

SSD recommended for vehicles approaching behind queued left turning vehicle: Per ODOT L&D Fig. 201-1.

ISD available for left turn from mainline into the proposed subdivision street: $5.5 \text{ seconds} \times \text{design speed (ft/s)}$

Add 0.5 seconds to above for each additional 12' lane crossing.

For roadway profile grades greater than +/- 3.00%, consider adjustment factors provided in AASHTO Green Book Table 9-5.

TABLE 11

STREET LIGHTING INTENSITY
Average Maintained Horizontal Illumination
(Footcandles/Lux)

<u>Roadway Classification</u>	<u>Land Use</u>		
	<u>Commercial/Industrial</u>	<u>Residential 1 Unit/Acre or Greater</u>	<u>Residential Less Than 1 Unit/Acre</u>
Arterial	1.4/15	1.0/11	0.7/8
Collector	0.9/10	0.7/8	0.5/5
Sub-Collector	0.9/10	0.7/8	0.5/5
Local	0.7/8	0.6/6	0.4/4
Roundabouts	Per AASHTO Recommendations		

- 1 – Taken from American National Standards Practice for Roadway Lighting, Illuminating Engineering Society of North America, 1983.
- 2 – Conversion factors: one (1) footcandle equals 10.76 lux; one (1) lux equals 0.0929 footcandles.
- 3 – Illumination shall be based on the highest classification of street in the intersection.

APPENDIX A

Improvement Bond Checklist

#	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS
1	Clearing and Grubbing		LS		\$0.00		\$0.00
2	Excavation & Embankment		CY		\$0.00		\$0.00
3	Storm Sewer (by size & type)		LF		\$0.00		\$0.00
4	Culverts (by size & type)		LF		\$0.00		\$0.00
5	Manhole		EA		\$0.00		\$0.00
6	Catch Basin (type)		EA		\$0.00		\$0.00
7	Headwall (type)		EA		\$0.00		\$0.00
8	Curb & Gutter (type)		LF		\$0.00		\$0.00
9	Master Sump Line		LF		\$0.00		\$0.00
	304 Aggregate Base (X")		CY				
	Underdrains		LF				
10	Street Base (X" - 301)		CY		\$0.00		\$0.00
11	Asphalt, Intermediate leveling course (X" - 448)		CY		\$0.00		\$0.00
12	Tack Coat		Gal		\$0.00		\$0.00
13	Street Surface (1 1/2" - 448)		CY		\$0.00		\$0.00
14	Existing Road Improvements		LS		\$0.00		\$0.00
15	Street Name Signs (Including Post)		EA		\$0.00		\$0.00
16	Traffic Signs (Including Post)		EA		\$0.00		\$0.00
17	Guard Rail		LF		\$0.00		\$0.00
18	Street Lighting		LS		\$0.00		\$0.00
19	Wheelchair Ramps		EA		\$0.00		\$0.00
20	Sodding		SY		\$0.00		\$0.00
21	Seeding & Mulching		SY		\$0.00		\$0.00
22	Monuments		EA		\$0.00		\$0.00
23	Lot Corner Pins		EA		\$0.00		\$0.00
24	Improvements to Public Infrastructure related to Mailbox Kiosks		EA		\$0.00		\$0.00
25	Sidewalk		SF		\$0.00		\$0.00
	TOTAL COST UNCOMPLETED COST				\$0.00		\$0.00
	MAINTEN. AMOUNT BOND AMOUNT				\$0.00		\$0.00

APPENDIX B

Standard Drawings



Warren County Engineer's Office

Nell F. Tunock, P.E., P.S.
Warren County Engineer
210 W. Main St.
Warren, Ohio 44481
419.526.3301 Phone
419.526.2897 Fax

STANDARD PAVEMENT DESIGN SCHEDULE

WARREN COUNTY ENGINEERS OFFICE

DESIGN STANDARDS

NO SCALE
AUG. 2022
DWB
L-DESIGN/Design
Standard/2022

STANDARD PAVEMENT DESIGN SCHEDULE

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

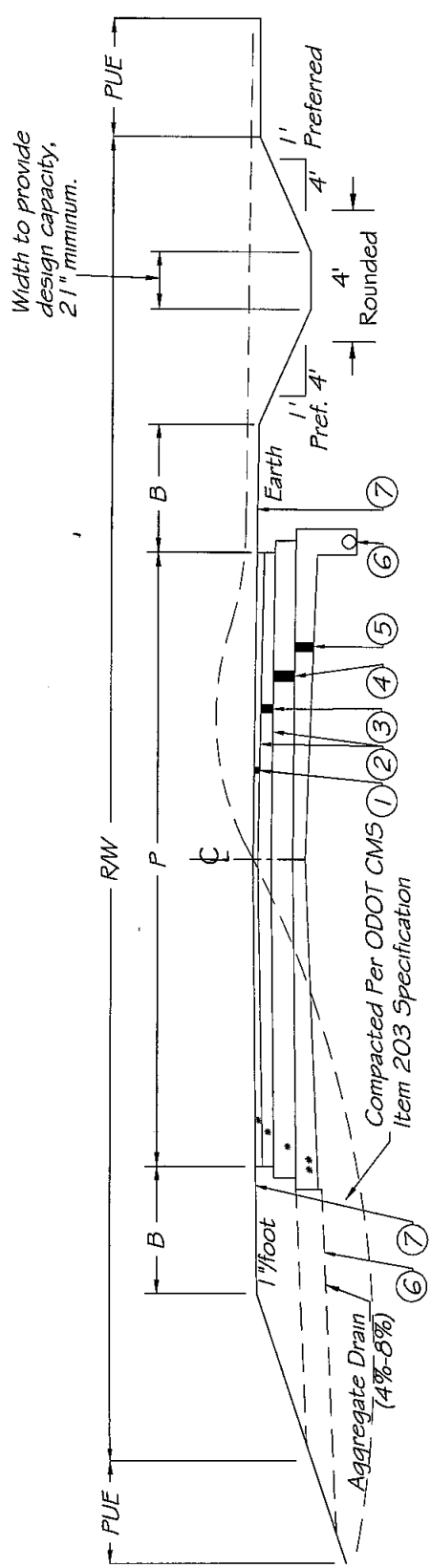


Warren County Engineer's Office
 Neil F. Jensen, P.E., P.S.
 Warren County Engineer
 210 W. Main St.
 P.O. Box 3301
 Xenia, OH 45385-3301
 Tel: 937-233-3571 Fax: 937-233-3572

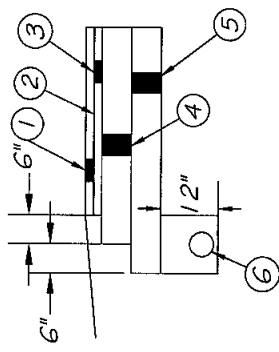
TYPICAL SECTION - WITHOUT CURB & GUTTER
 PART 1, Typical Section Without Curb & Gutter, etc.

WARREN COUNTY ENGINEER'S OFFICE
 DESIGN STANDARDS

NO. 001	DATE 08/08/22	BY JRL
NO. 002	DATE	BY
NO. 003	DATE	BY
NO. 004	DATE	BY
NO. 005	DATE	BY
NO. 006	DATE	BY
NO. 007	DATE	BY
NO. 008	DATE	BY
NO. 009	DATE	BY
NO. 010	DATE	BY



STANDARD PAVEMENT COMPOSITION



STREET CLASSIFICATION	RW	P	B	PUE
Local Subdivision Street	70'	24'	4'	10' min
Collector-Residential Rural	80'	36'	6'	10' min

STANDARD PAVEMENT COMPOSITION (LOW VOLUME ROADS)

- ***ODOT Item 441, Asphalt Concrete Surface Course, Type 1 (448), PG 64-22.
- ODOT Item 407, Non-Tracking Tack Coat.
- ***ODOT Item 441, Asphalt Concrete Intermediate Course, Type 2 (448), PG 64-22.
- ***ODOT Item 301, Asphalt Concrete Base, PG 64-22.
- ***ODOT Item 304, Aggregate Base, Variable Thickness (D1 @ CL, D2 @ E/P)
- ODOT Item 605, 6" Underdrain OR Aggregate Drain
- ODOT Item 659, Seeding and Mulching

GENERAL NOTES

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



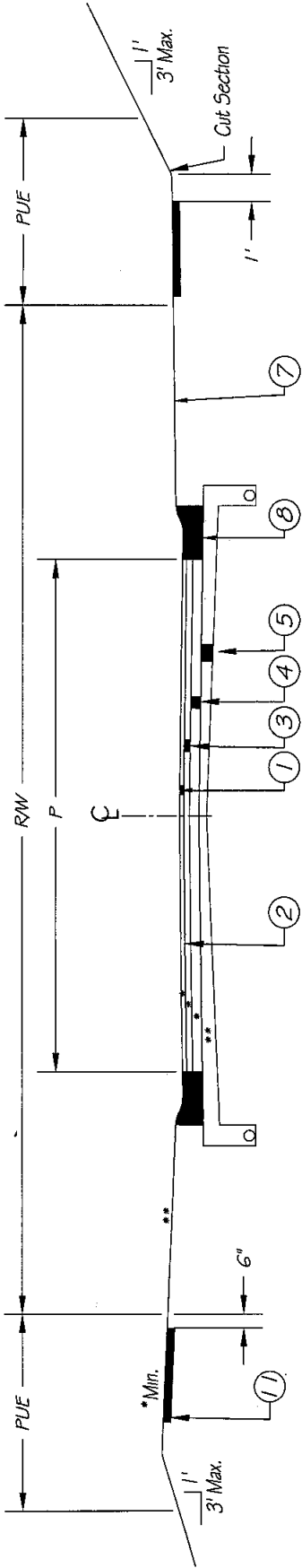
Warren County Engineer's Office
 Neil F. Trapani, P.E., P.S.
 Warren County Engineer
 210 W. Main St.
 Xenia, Ohio 45385
 Tel: 937-233-3301 Phone
 Tel: 937-233-2667 Fax

PLATE 2: Typical Section With Curb & Gutter
 TYPICAL SECTION WITH CURB & GUTTER

WARREN COUNTY ENGINEERS OFFICE
 DESIGN STANDARDS

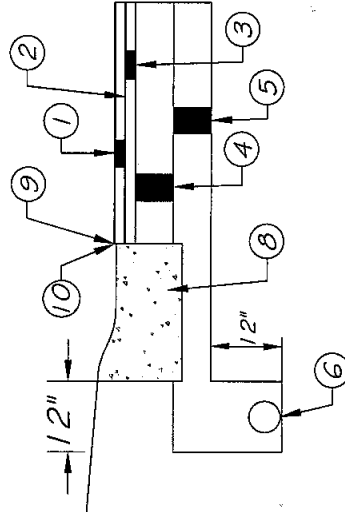
DATE: 08/01/2022
 DRAWN BY: JRL

NO SCALE
 AUG. 2022
 L-DESIGN/2022
 Standard/2022



STANDARD PAVEMENT COMPOSITION

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)

- ***ODOT Item 441, Asphalt Concrete Surface Course, Type 1 (448), PG 64-22.
- ODOT Item 407, Non-Tracking Tack Coat.
- **ODOT Item 441, Asphalt Concrete Intermediate Course, Type 2 (448), PG 64-22.
- ***ODOT Item 301, Asphalt Concrete Base, PG 64-22.
- ***ODOT Item 304, Aggregate Base, Variable Thickness (D1 @ CL, D2 @ E/P for P=24)
- ODOT Item 605, 6" Underdrain OR Aggregate Drain
- ODOT Item 659, Seeding and Mulching
- ODOT Item 609, ODOT Type 3 Curb
- Asphalt Lip 1/4" (+/- 1/8") above gutter plate.
- Joint Sealer to be applied to the face of curb.
- ODOT Item 608 - 4" Concrete Walk

GENERAL NOTES

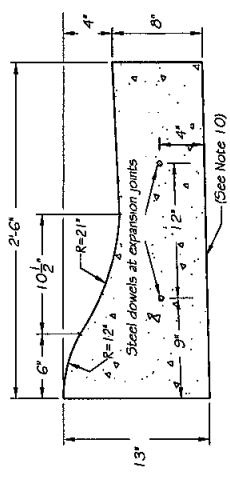
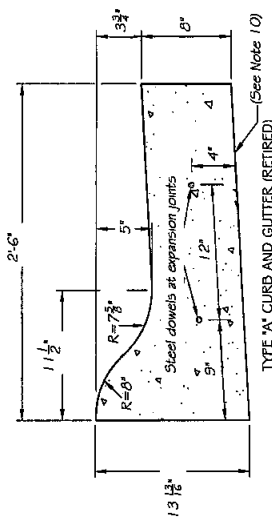
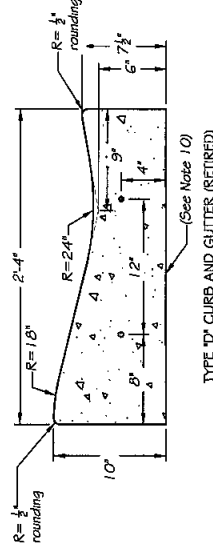
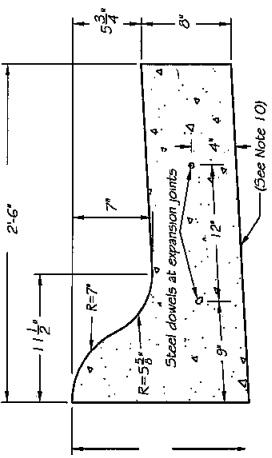
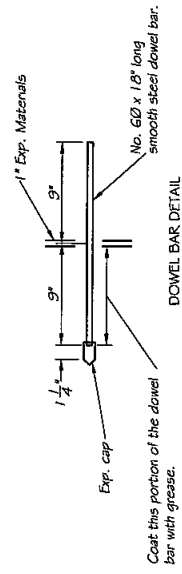
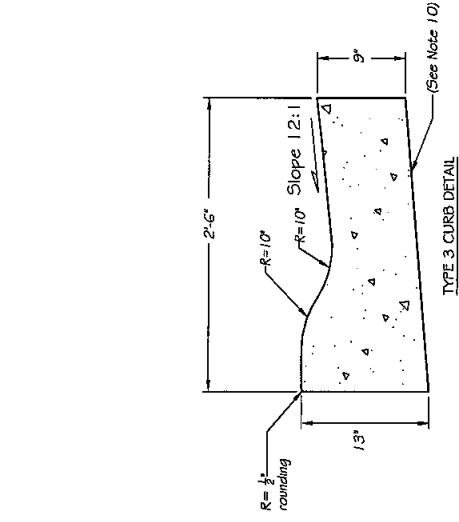
- **2.1% Cross Slope
- **4.2% Cross Slope on Sub-grade
- ***Item thickness to be determined by Standard Pavement Design Schedule
- Street Classification as per Official Thoroughfare Plan, Warren County, Ohio Figures A.7, A.13



Warren County
Engineers & Architects
 Mr. F. Jackson, P.E., P.S.
 Warren County Engineer
 1000 Valley Road
 P.O. Box 2000
 Warrenton, OR 97146
 Phone: 503-862-2267
 Fax: 503-862-2267

DESIGN STANDARDS
 ENGINEERS OFFICE
 TYPICAL SECTION - CURB & GUTTER
 PLATE 3, Typical Section Curb and Gutter

NO.	DATE	REVISIONS
1	08-09-2022	
2		
3		
4		
5		
6		
7		
8		
9		
10		



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.
- 1/2" 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 dated 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.