

Resolution

Number 17-1934

Adopted Date December 12, 2017

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF TUESDAY,
JANUARY 2, 2018 AND TUESDAY, JANUARY 16, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Tuesday,
January 2, 2018, and Tuesday, January 16, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

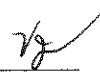
Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Auditor 
All Departments
Commissioners file
Press

Resolution

Number 17-1935

Adopted Date December 12, 2017

HIRE JAMIE DICK AS A TEMPORARY UNIT SUPPORT WORKER II WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested to hire Ms. Dick to assist the department with the image document project on a temporary basis; and

BE IT RESOLVED, to hire Jamie Dick, as a temporary Unit Support Worker II, within Warren County Job and Family Services, Human Services Division, full-time, temporary, non-exempt status (40 hours per week), Pay Grade #2, \$12.43 per hour, for a period not to exceed six (6) months, effective December 18, 2017, subject to a negative drug screen; and

BE IT FURTHER RESOLVED, employment may end at any time based on departmental needs.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
Jamie Dick's Personnel file
OMB –Sue Spencer

Resolution

Number 17-1936

Adopted Date December 12, 2017

APPROVE CHANGE ORDER #1 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #15-2193, adopted December 22, 2015 this Board entered into contract with TriTech Software Systems; and

NOW THEREFORE BE IT RESOLVED, to approve Change Order #1 with TriTech Software Systems in the amount of \$566,568.49 creating a new contract price of \$2,430,953.13; as attached hereto and made a part hereof.

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

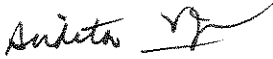
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk



cc: c/a – TriTech Software Systems
Telecom (file)



Change Order

Q4731JG-01

Date: 11/20/2017

General & Client Information

Client Name:	Warren County Board of County Commisioners	Bill to:	
System Description:	Full Suite	Warren County Telecommunications	
Great Plains ID:	OH099/SD	600 Justice Drive	
Change Order #		Lebanon, OH 45036	
Original Sales Order #	6395		
Client Purchase Order #			
Client Purchase Order Date			
Client Contact:	Gary Estes	Ship to:	
Contact Phone:	(513) 695-1810	Warren County Telecommunications	
Contact Email Address:	Gary.Estes@wcooh.net	600 Justice Drive	
Credit Terms:		Lebanon, OH 45036	
Account Executive:	Denny Fischer		
Project Manager:	Jameson Gartner		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$		Extended Price
Project Additions						
2	Hardware	ARCserve High Availability Enterprise Server Government -Product Plus 3 Year Enterprise Maintenance	\$ 4,907.50	\$ 9,815.00	\$ -	\$ 9,815.00
16	Subcontract	Zerto Replication License - 15 VM	\$ 907.97	\$ 13,619.55	\$ -	\$ 13,619.55
15	Subcontract Support	3 Year of premium M&S for Base Package (15 VMs) including 24x7 phone and email support	\$ 544.78	\$ 8,171.70	\$ -	\$ 8,171.70
1	CAD 24x7	Inform CAD Mapping Test or Training	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
9	CAD 24x7	Inform CAD Position	\$ 10,000.00	\$ 90,000.00	\$ (45,000.00)	\$ 45,000.00
9	CAD 24x7	Inform CAD Mapping Software	\$ 200.00	\$ 1,800.00	\$ -	\$ 1,800.00
1	CAD 24x7	Inform CAD Test or Training System	\$ -	\$ -	\$ -	\$ -
1	Integration Services	Warren County -- InfoTrak RMS Data Conversion (9 agencies) (CWI-00003827)	\$ 49,000.00	\$ 49,000.00	\$ -	\$ 49,000.00
1	Integration Services	Warren County CO -- Data Conversion -- Mason PD--PAMET RMS (CWI-00003828)	\$ 49,000.00	\$ 49,000.00	\$ -	\$ 49,000.00
1	Integration Services	Warren County CO -- Data Conversion -- Warren Co--Evidence Database	\$ 29,750.00	\$ 29,750.00	\$ -	\$ 29,750.00
1	Integration Services	Warren County CO -- Data Conversion -- Warren County Drug Task Force Data (CWI-00003831)	\$ 40,425.00	\$ 40,425.00	\$ -	\$ 40,425.00
1	Integration Services	Warren County CO -- Data Conversion - Warren County Jail Database	\$ 67,900.00	\$ 67,900.00	\$ -	\$ 67,900.00
1	Integration Services	Warren County CO -- Data Conversion -- Warren County Warrants Database	\$ 22,750.00	\$ 22,750.00	\$ -	\$ 22,750.00
1	Integration Services	Livescan Interface - re-engineer (CWI-0006119)	\$ 11,550.00	\$ 11,550.00	\$ -	\$ 11,550.00
1	Interface CAD/Mobile 24x7	Warren County - Custom MC 7500 Interface	\$ 90,125.00	\$ 90,125.00	\$ (45,062.50)	\$ 45,062.50
1	Interface RMS/FBR 24x7	Jail Interface -- Correct care solution	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
1	Interface RMS/FBR 24x7	Jail Interface - Aramark Jail	\$ 12,750.00	\$ 12,750.00	\$ -	\$ 12,750.00
1	Interface RMS/FBR 24x7	Jail Interface - HomeWav	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
1	Interface RMS/FBR 24x7	Jail Interface - Inmate Calling Solution	\$ 12,750.00	\$ 12,750.00	\$ -	\$ 12,750.00
1	Interface RMS/FBR 24x7	Jail Interface - Keefe Commissary	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
1	Interface RMS/FBR 24x7	Jail Interface - Montgomery Co interface	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
1	Interface RMS/FBR 24x7	Jail Interface - VINE	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
1	Interface RMS/FBR 24x7	Warren County - eCrash interface enhancement	\$ 91,000.00	\$ 91,000.00	\$ (45,500.00)	\$ 45,500.00
1	Jail 24x7	Inform Jail Test or Training System	\$ -	\$ -	\$ -	\$ -
1	Mobile 24x7	Inform Mobile Mapping Test or Training	\$ 200.00	\$ 200.00	\$ -	\$ 200.00
1	Mobile 24x7	Inform Mobile Test or Training System	\$ -	\$ -	\$ -	\$ -
1	Travel	Estimated Travel Expenses (To be billed as incurred)	\$ 1,575.00	\$ 1,575.00	\$ -	\$ 1,575.00
1	PM Services	Project Management Fee	\$ 64,879.74	\$ 64,879.74	\$ -	\$ 64,879.74
2	Project & Install Services	Install and Configure ArcServe	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
1	Project & Install Services	Inform CAD Test/Training Server Configuration (Includes Inform CAD Server and Unit Swap)	\$ 3,675.00	\$ 3,675.00	\$ -	\$ 3,675.00
1	Project & Install Services	Inform Jail Server Installation and Configuration	\$ 3,150.00	\$ 3,150.00	\$ -	\$ 3,150.00
1	Project & Install Services	Base Inform Mobile Test/Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface)	\$ 5,250.00	\$ 5,250.00	\$ -	\$ 5,250.00



Change Order

Q4731JG-01

Date: **11/20/2017**

#	Project & Install Services	Description	Original Price	New Price	Change	Total
1	Project & Install Services	Inform RMS Server Installation and Configuration	\$ 7,700.00	\$ 7,700.00	\$ -	\$ 7,700.00
1	RMS 24x7	Inform RMS Test or Training System	\$ -	\$ -	\$ -	\$ -
1	Subcontract	Install and Configure Zerto (eGroup)	\$ 5,720.00	\$ 5,720.00	\$ -	\$ 5,720.00
0	Support 24x7	One Year Support & Maintenance	\$ 76,257.50	\$ -	\$ -	\$ -
1	Support 24x7	Jail Interface -- Correct care solution Support & Maintenance	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Jail Interface - Aramark Jail Support & Maintenance	\$ 2,805.00	\$ 2,805.00	\$ (2,805.00)	\$ -
1	Support 24x7	Jail Interface - HomeWav Support & Maintenance	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Jail Interface - Inmate Calling Solution Support & Maintenance	\$ 2,805.00	\$ 2,805.00	\$ (2,805.00)	\$ -
1	Support 24x7	Jail Interface - Keefe Commissary Support & Maintenance	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Jail Interface - Montgomery Co Interface Support & Maintenance	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Jail Interface - VINE Support & Maintenance	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Warren County - Custom MC 7500 Interface Support & Maintenance	\$ 19,827.50	\$ 19,827.50	\$ (19,827.50)	\$ -
1	Support 24x7	Warren County - eCrash Interface enhancement Support & Maintenance	\$ 20,020.00	\$ 20,020.00	\$ (20,020.00)	\$ -
1	Support 24x7	Inform CAD Mapping Test or Training	\$ 110.00	\$ 110.00	\$ (110.00)	\$ -
1	Support 24x7	Inform CAD Position	\$ 19,800.00	\$ 19,800.00	\$ (19,800.00)	\$ -
1	Support 24x7	Inform CAD Mapping Software	\$ 396.00	\$ 396.00	\$ (396.00)	\$ -
1	Support 24x7	Inform CAD Test or Training System (B 6-20 users)	\$ 1,980.00	\$ 1,980.00	\$ (1,980.00)	\$ -
1	Support 24x7	Inform Jail Test or Training System	\$ 1,620.00	\$ 1,620.00	\$ (1,620.00)	\$ -
1	Support 24x7	Inform Mobile Mapping Test or Training	\$ 44.00	\$ 44.00	\$ (44.00)	\$ -
1	Support 24x7	Inform Mobile Test or Training System	\$ 2,090.00	\$ 2,090.00	\$ (2,090.00)	\$ -
1	Support 24x7	Inform RMS Test or Training System	\$ 1,620.00	\$ 1,620.00	\$ (1,620.00)	\$ -

Project Deletions:

(1)	RMS 24x7	Custom Solution - Original scope of eCrash (Credit)	\$ 25,375.00	\$ (25,375.00)	\$ (25,375.00)	\$ -
(1)	Interface CAD/Mobile 24x7	Standard MC7500 Interface	\$ 15,050.00	\$ (15,050.00)	\$ (15,050.00)	\$ -
(1)	Support 24x7	Custom Solution - Custom Solution - Original eCrash Maintenance	\$ 5,582.50	\$ (5,582.50)	\$ 5,582.50	\$ -
(1)	Support 24x7	Standard MC7500 Interface Maintenance	\$ 3,311.00	\$ (3,311.00)	\$ 3,311.00	\$ -
Total:						\$ 566,568.49

Project Summary & Totals

Inform CAD Software - 24x7	47,300.00
Inform Interface CAD/Mobile Software - 24x7	30,012.50
Inform Interface RMS/FBR Mobile Software - 24x7	118,500.00
Inform Mobile Software - 24x7	200.00
Inform RMS Software - 24x7	(25,375.00)
Project & Installation Services	21,775.00
Integrated Solutions Services	270,375.00
Project Management Services	64,879.74
Hardware	9,815.00
Subcontract	19,339.55
Subcontract Support	8,171.70
Travel	1,575.00
Subtotal:	\$ 566,568.49
Estimated Sales Tax (State: _____ at _____%) Taxable sales:	0.00
Sales tax rate:	5.00%
Estimated Shipping	\$ -
Total:	\$ 566,568.49

Project Payment Terms: Net 30 days from date of invoice

50% at Change Order signing	\$ 263,833.62
50% added to Final Milestone payment	\$ 263,833.62
100% of Thrd Party service due at Installation	\$ 37,326.25
Travel BAI	\$ 1,575.00
Total Payments:	\$ 566,568.49

Summary Information & Project Notes

1) Multiple sources data conversion for JMS/RMS 2) DR replication including Zerto and ArcServe plus services 3) TEST Environment for suite 4) MC7500 Custom interface 5) Livescan re-engineer 6) CAD Admin licenses 7) Jail Interfaces

Send Purchase Orders to:

TriTech Software Systems
 Attn: Sales Admin FAX: 858-799-7015
 salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems
 PO Box # 203223
 Dallas, TX 75320-3223

Issued by: **Denny Fischer**
 Contact info: **858-364-1851**



Change Order

Q4731JG-01

Date: 11/20/2017

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The Items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

<input type="checkbox"/>	Purchase Order required and attached, reference PO# _____ on invoice			
<input type="checkbox"/>	No Purchase Order required to invoice			
Please check one of the following:				
<input type="checkbox"/>	I agree to pay any applicable sales tax.			
<input type="checkbox"/>	I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.			



TRITECH

SOFTWARE SYSTEMS

Change Order

Q4731JG-01

Date: 11/20/2017

Accepted for Client

Warren County Board of County Commissioners
Client Agency/Entity Name

Print Name *Tom Grossmann*
Client Authorized Representative

Title *President*

[Signature]
Signature
Client Authorized Representative

Date *12/12/17*

TriTech Signature

[Signature]
Blake Clark

Chief Financial Officer

12/4/2017

Date

APPROVED AS TO FORM

[Signature]

Adam M. Nickey
Asst. Prosecuting Attorney

Resolution

Number 17-1937

Adopted Date December 12, 2017

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Stantec Consulting Services, Inc. 11687 Lebanon Road, Cincinnati, OH 45241 for engineering services for the King Avenue Bridge Improvements Project – Preliminary Phase A Design. Copy of agreement attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Stantec Consulting Services, Inc.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
KING AVENUE BRIDGE #282-0.97 OVER LITTLE MIAMI RIVER
IMPROVEMENTS PROJECT - PRELIMINARY PHASE A DESIGN**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Stantec Consulting Services Inc., 11687 Lebanon Road, Cincinnati, Ohio 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to relocate the King Avenue Bridge #282-0.97 over the Little Miami River upstream of the existing bridge and improve the roadway approaches to the new bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall perform Preliminary Phase A Design tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated November 20, 2017) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services".
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the Preliminary Phase A Design for the PROJECT.

1.2 Preliminary Phase A Design

After written authorization to proceed with the Preliminary Phase A Design, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.
- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
- 2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
- 2.1.6 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.7 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.8 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Preliminary Phase A Design. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Phase A Design of the Project including extra work and required extensions thereto.

- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Phase A Design, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 ENGINEER's services under the Preliminary Phase A Design shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.4 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Preliminary Phase A Design documentation including the most recent opinion of probable Project Cost.
- 4.5 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.6 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Preliminary Phase A Design of the PROJECT, for a lump sum base fee of \$654,158.00 and a not-to-exceed fee of \$116,200.00 for "if authorized" contract items for a total not-to-exceed fee of \$770,358.00.
 - 5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

- 5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final Preliminary Phase A Design plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final Preliminary Phase A Design approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon thirty days' written notice by certified mail, return receipt requested, and by either party upon thirty days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER," "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Stantec Consulting Services Inc.
Attn: Jon Cox, P.E.
11687 Lebanon Road
Cincinnati, Ohio 45241
Ph. 513-842-8200

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate and Professional Liability coverage with limits of \$1,000,000 Per Claim \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract submittal per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required submittal according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

7.2 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

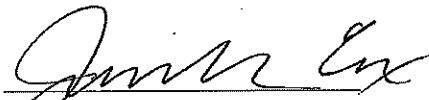
Neither OWNER nor ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this PROJECT. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by Jon R. Cox, its Principal, pursuant to a corporate Resolution authorizing such act.

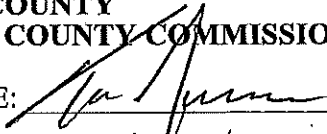
STANTEC CONSULTING SERVICES INC.

SIGNATURE: 
PRINTED NAME: Jon R. Cox
TITLE: Principal
DATE: 11/29/2017

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 17-1937 dated 12/12/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12/12/17

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: 
Assistant Prosecuting Attorney

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

KING AVENUE BRIDGE FINAL DESIGN

1. PROJECT IDENTIFICATION

Project Name: King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project

Project Description: Construct a new King Avenue Bridge over the Little Miami River upstream of the existing bridge. The project will also improve the adjacent roadway approaches and provide a grade separation at the Little Miami Scenic Trail.

Signatures on Title Sheet: Warren County Engineer, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Relocated King Avenue Bridge #282-0.97 – extending approximately 600 feet on north bridge approach and approximately 850 feet on south bridge approach or as recommended by Consultant.

Additional Information: As detailed in Preferred Alternative 3 from the Preliminary Engineering Study.

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for “If Authorized” Items

Engineering: Warren County Engineer’s Office, Possible Safety Funds (HSIP)

Construction: Warren County Engineer’s Office, Local Bridge Replacement Funds (LBR), Possible Ohio Public Works Commission Funds (OPWC), Possible Safety Funds (HSIP), Possible Credit Bridge, Possible Transportation Alternatives Funds (TA), Possible Surface Transportation Funds (STP)

5. WORK PHASES INCLUDED IN AGREEMENT

All phases required by ODOT Project Development Process.

Phase A - Preliminary Design: Stage 1 Plan Development, Environmental Document Clearance, and Preliminary Right-of-Way Plan Development for limits of construction

Phase B – Final Design: Final Construction Plans and Final Right-of-Way Plans and Documents

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 10'</u>	<u>Vert. 1" = 10'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: King Avenue and Grandin Road - 55 MPH (sections inside project limits)

***Design Speed to be 35 MPH**

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: King Avenue and Grandin Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes approx. 12 feet
6" inches of Item 304
7" inches of Item 301 PG64-22
1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG64-22
1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO _____ Consultant to Recommend X

Curbs: YES _____ NO _____ Combination X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: 2 foot earth berm/graded shoulder on each side

Sidewalk: 5 foot minimum pedestrian walk on east side

Median: YES _____ NO X

Guardrail: YES X NO _____ Type MGS/TST Anchor Type E, Type T, or Consultant to recommend

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X

9. ALIGNMENT

King Avenue and Grandin Road alignments shall be shifted to the east according to ODOT design criteria as detailed in Preferred Alternative 3 from the Preliminary Engineering Study.

10. PROFILE

Modify profiles according to ODOT design criteria as needed to tie the existing roadways into the new bridge approach slabs.

11. SIGNING: YES NO

Remarks: Provide all new signs.

12. SIGNALS: YES NO

Warrants: YES NO

13. STRIPING: YES NO

Type 646 Epoxy on Bridge Deck, 644 on Pavement

14. DELINEATION

Delineators: YES NO Consultant to Recommend

RPMs: YES NO Consultant to Recommend

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: ODOT Drainage Criteria and Warren County Stormwater Regulations

Existing: Surface Closed Combination

Proposed: Surface Closed Combination

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES – if 1 acre or more disturbed (Contractor Design based on Site Plan provided by Consultant)

NO – if less than 1 acre disturbed

Flood Plain Study Required: YES NO

Channel Change Study Required: YES NO

Environmental: Clear the project through the National Environmental Policy Act (NEPA) per the ODOT Project Development Process (PDP). Agency coordination during the NEPA process (SHPO, ODNR, OEPA, USFWS, NPS) will primarily be led by ODOT under their PDP (to be supported as need by WCEO/Stantec). However, since this is a local let project, 404/401 permitting and related OEPA/USACE coordination will be WCEO/Stantec responsibility.

If Authorized Tasks: Little Miami River mussel survey (if authorized)

Little Miami River mussel relocation (if authorized)

USACE 404 Nationwide Permit (if authorized)

OEPA 401 Water Quality Certification (if authorized)

Cultural Resources Phase II (if authorized)

Mitigation (if authorized)

Cultural Resource Section 4(f) (if authorized)

Data Recover Plan-Documentation for Consultation (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (2) King Avenue over Little Miami River, Bridge #282-0.97

Grandin Road over Little Miami Scenic Trail, Bridge #150-0.01

Design: Superstructures shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24 feet existing -- approximately 36 to 38 feet proposed (2 - 12 ft lanes, 2 - 2 ft shoulders, 5 ft path, 3 - 1.5 ft parapets)

Interchanges: None

Cross Roads: Peters Cartridge Factory Development and Little Miami Scenic Trail Parking Lot access road is located approximately 250 feet south of the river bridge.

Streams: Little Miami River

Culverts: YES NO

Remarks: Replace existing 7 ft x 5 ft box culvert located at south limits of project and any other culverts recommend by Consultant due to new alignment and profile, or condition.

Alternates Required: YES NO

Railroads: None

Railroad Location Plan: YES NO

Pedestrian: Yes – Connection from Deerfield Township Carter Park path near King Avenue switchback curve to bridge, over bridge, and connection from bridge to Little Miami Scenic Trail.

Mass Transit: None

Remarks: Proposed superstructure types to align with Preferred Alternative 3 from the Preliminary Engineering Study.

17. Bikeways: YES X (12 ft Little Miami Scenic River Bike Trail located south of bridge) – relocation planned as detailed in Preferred Alternative 3 from the Preliminary Engineering Study NO _____

Railroads: YES _____ NO X

Mass Transit: YES _____ NO X

Service Roads: YES X (Access for Warren County Water & Sewer and ODNR – north of bridge)
NO _____

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: (1) Along the east side of Grandin Road and any others recommended by Consultant.

Type of Retaining Walls: _____ Professional Engineer to Recommend X

Noise Walls: YES _____ NO X

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of King Avenue and Grandin Road shall be allowed when all off site work (new alignment) is complete.

Maintenance of Pedestrian Traffic: YES X (Full closure of Little Miami Scenic Trail as needed.)
NO _____

Maintenance of Railroad Traffic: YES _____ NO X

Detour Plan: YES X NO _____

Remarks: Plans shall provide for maintenance of canoe traffic on the river and maintenance of pedestrian/bike traffic on the Little Miami Scenic Trail.

20. UTILITIES:

Water & Sewer: Warren County Water & Sewer – Requests a proposal and scoping meeting with Consultant for possible relocations included in the project.

Electric: Duke Energy Distribution

Gas: Duke Energy

Telephone: Century Link & Cincinnati Bell

Cable: Spectrum

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

21. ESTIMATED QUANTITIES: YES NO _____

Quantity Splits: YES _____ NO _____ Unknown Possible Warren County Water & Sewer Involvement

22. CONSTRUCTION COST ESTIMATE: YES NO _____

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for preparing 2 Dedication Plats and a Survey Records including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) If the Warren County Engineer acquires permanent R/W by perpetual easement the work described in Item (2) will not be required. (4) Depict all vegetated tree lines, all trees with trunks 3

inches or greater in diameter at a height of 4 ½ feet above the ground surface and a minimum height of 13 feet, and all other plant types that are of environmental value and are mature (not including honeysuckle) on the plans individually. All trees and other plant types shown on the plans shall be inventoried for size and species.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road/Access Alignment	(X)	
Side Road/Access Profile	(X)	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	(X)	
Drainage Survey	(X)	
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	(X)	Minimum required by ODOT PDP
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 23 (1) above

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	(X)	ODOT R/W Plans
Centerline Plat	(X)	ODOT R/W Plans
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project

- Right-of-Way Plan sheets (X) ODOT R/W Plans
- R/W Summary (X) ODOT R/W Plans
- Permanent & Temporary R/W Legal Descriptions (X) (Provide "Not to Exceed" unit price per legal description)
- Exhibits for each Legal Description () Drawings of R/W area on 8 ½" x 11" paper
(Provide "Not to Exceed unit price per exhibit)
- Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Parcels 18

Approximate Number of Property Owners 8

Remarks: County will notify property owners regarding survey (data collection) via letter. Consultants will provide an 8 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

25. TRAFFIC DATA:

State _____ County X Professional Engineer _____

Remarks: Existing traffic counts have been provided by WCEO as part of the Preliminary Engineering Study.

Functional Classification: Local - Urban

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer X Other _____

Remarks: Minimum required by ODOT PDP.

27. PRIOR STUDIES:

Preliminary Engineering Study – completed by Stantec Consulting (2017)

28. PUBLIC INVOLVEMENT MEETINGS:

Estimated Number: 1 (if authorized)

Consultant to Prepare Exhibits: Yes X No _____

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

32. Professional Engineer to indicate Property Owner Name, Address, Mailing Address if different, Parcel ID, and Official Record and Page on the plan sheets.

33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way plans are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

34. Where the Scope of Service includes cross-sections, the sections are to be taken every fifty (50) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location and approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.
35. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).
36. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

37. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.
38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.
39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation (2011) and the ODOT Bridge Design Manual (BDM). The load rating report shall provide the safe load capacity (tons) and rating factor for the HL-93 design vehicle as well as the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1). It shall also provide the safe

load capacity (tons) and rating factor for the Notional Rating Load (NRL) design vehicle as well as the four Special Hauling Vehicles (SHV) (SU4, SU5, SU6, SU7). The load rating report shall consist of a current completed ODOT BR100 Summary Report stamped by a Professional Engineer, hand calculations, and computer input/output sheets.

40. All final plats to be in ink on high quality mylar paper and shall be 24" x 36" in size. All final plans shall be 22" x 34" (full size) and 11" x 17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and one ½ size plan set shall be submitted on plain paper.

41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Stantec Consulting Services Inc.

Address: 11687 Lebanon Road
Cincinnati, Ohio 45241

Phone: (513) 842-8200



Stantec Consulting Services Inc.
11687 Lebanon Road, Cincinnati OH 45241-2012

November 20, 2017

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

Subject: Revised Proposal for Consulting Services
King Avenue Bridge Replacement – Phase A Design
PID No. 106724

ATTN: Mr. Roy G. Henson, P.E., P.S.

Enclosed is Stantec's Cost Proposal to complete Phase A Design on the King Avenue Bridge Replacement Project. We have modified the Cost Proposal based on comments received from your office on 10/25/2017 and based on discussions resulting from the ODOT LPA Scope of Services review held on 10/30/2017. The Cost Proposal includes tasks to complete the Feasibility Study and Environmental Clearance and to advance plan development through Stage 1 Design and Preliminary Right-of-Way.

We appreciate the opportunity to help move this project toward construction. Should you have any questions about our proposed scope and fee or need any additional information, please do not hesitate to call.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Jon R. Cox".

Jon R. Cox, P.E.
Principal
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November 20, 2017

SCOPE OF SERVICES

ENVIRONMENTAL AND STAGE 1 DESIGN

KING AVENUE BRIDGE CROSSING OF THE LITTLE MIAMI RIVER

PID No. 106724

Prepared For: Warren County Engineer's Office

GENERAL SCOPE OF WORK

This proposal has been prepared at the request of the Warren County Engineer's Office and outlines proposed tasks for completing Stage 1 Design Plans, Preliminary Right-of-Way Plans and Environmental Clearance for the replacement of the King Avenue Bridge over the Little Miami River (Bridge #282-0.97). The design and environmental effort will focus on the preferred alternative identified during the preliminary engineering study which includes a new two-span structure over the Little Miami River upstream from the existing crossing, roadway alignment on both approaches to eliminate very sharp curves, grade separation from the Little Miami Shared Use Trail and pedestrian connection from the Trail to Carter Park. Major tasks involved include a feasibility study report, Stage 1 design plans, preliminary right-of-way plans, categorical exclusion document, field survey, geotechnical exploration, and environmental field studies. Detailed design, final right-of-way, waterway permitting and construction services will be included in a future contract.

PROJECT BACKGROUND

The King Avenue crossing of the Little Miami River is located just east of Kings Mills in Deerfield and Hamilton Townships, Warren County, Ohio. This segment of King Avenue (Deerfield Township) / Grandin Road (Hamilton Township) is currently closed to truck traffic due to difficult geometry at the Little Miami River and west towards Kings Mills. The road is a two-lane urban local road that has minimal shoulders, a near 180 degree switchback on the west side of the river and two 90 degree curves at the bridge approach on the east side of the Little Miami River. Larger vehicles that attempt to navigate this stretch of roadway frequently get hung up in either the switchback or the 90 degree bends. Traffic counts in 2013 showed an AADT of 8,156 vehicles.

The existing structure over the Little Miami River is a prestressed adjacent concrete box beam bridge constructed in 1987. The structure currently has a sufficiency rating of 4.0 and a general appraisal rating of 4P, but has been steadily deteriorating based on recent annual bridge inspections and load ratings. Currently the bridge is posted for a maximum load of 17 tons.

The King Avenue / Grandin Road corridor passes through several environmentally sensitive areas including the Little Miami State & National Scenic River, the community of Kings Mills, the Little Miami Shared Use Trail, and several hazardous material sites. Additionally, the corridor is adjacent to a National Historic Landmark.

A preliminary engineering study was conducted to determine the best means to address the deteriorating structure. Stantec worked with the Warren County Engineer's Office to develop three alternatives for consideration. The first alternative proposed closing King Ave/ Grandin Road when the bridge could no longer safely accommodate the travelling public. The second alternative proposed a new superstructure and new abutments to replace the bridge in its current location, reusing the piers. The third alternative relocated a replacement structure upstream, allowing for a clear span of the Little Miami Scenic River and realignment of

the most constrictive elements of the roadway approach geometry including the 180 degree switchback and the two 90 degree bends. This alternative also allowed for grade separation of the roadway from the Little Miami Shared Use Trail.

The three alternatives were coordinated with local governments, the Ohio Department of Natural Resources, US EPA, the developer of the Peters Cartridge Factory and were presented to the public in April 2017. Based on public input and internal analysis by the Warren County Engineer's Office, Alternative 3 was identified as the preferred alternative and serves as the concept moving forward with this scope of services.

PROPOSED TASKS

The following general task categories are proposed for developing the King Avenue Bridge Replacement Project: A) Feasibility Study, B) Field Survey, C) Geotechnical Investigation, D) Stage 1 Design, E) Environmental Clearance and F) Preliminary Right-of-Way. The tasks (and numbering system) are based on ODOT's current PDP Process and the WCEO Scope of Services for this project. Tasks requiring explanation beyond what is outlined in the WCEO Scope of Services and/or the ODOT Location & Design Manuals are further described in each section.

Task A: Feasibility Study

Items in this task are outlined below:

Task 1.3.G. Safety Analysis – No Build Condition: Stantec will evaluate crash data for the King Avenue Bridge and its approaches using the ODOT GCAT for the last three years. A summary memo documenting the crash type, location, and contributing cause will be prepared.

Task 1.3.H. Develop Purpose and Need: This task involves development of a formal Purpose and Need statement for use in the Feasibility Study and the Categorical Exclusion (CE) document utilizing ODOT's Purpose and Need Toolkit (<https://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/PurposeNeedToolkit.aspx>).

Task 1.4.A. Public Involvement Plan (Update): The draft Public Involvement Plan developed by Stantec and WCEO in March 2017 (and approved by ODOT-OES in April 2017) will be updated as needed to document any additional means by which stakeholders, the public, agencies, and other interested parties will receive information and what additional involvement opportunities will be provided during the project development process. Updates to the plan will be made in accordance with ODOT's Public Involvement Manual (https://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/PUBLIC_INVOLVEMENT/Pages/default.aspx).

Task 2.1.A.N. Feasibility Study: The purpose of a Feasibility Study is to analyze alternatives in order to identify a preferred alternative, or multiple alternatives, through ODOT's project development process. The King Avenue Bridge project is considered an ODOT "Path 3 Project", which is defined as a transportation improvement that is generally located on an existing alignment, or involves small adjustments to the existing alignment, and/or involves profile adjustments to improve geometric conditions. Path 3 projects can include moderate roadway improvement projects, bridge replacement and rehabilitation projects, pavement rehabilitation and widening projects, geometric realignment projects, and intersection upgrade projects, and can involve right-of-way acquisition. According to ODOT guidance, for non-complex Path 3 projects, some environmental issues or design challenges exist and must be weighed against each other before choosing a preferred alternative. The project description may be known at project initiation or it may need to be refined. The design strategy and footprint may also be uncertain. In a project such as this, there may be separate and distinct alternatives, or there may be a series of analyses that build upon each other until the preferred alternative is established. The FS provides enough detail to choose a preferred alternative. No AER is necessary. The NEPA approval is typically a lower level Categorical Exclusion (CE). Three preliminary alternatives were evaluated by the WCEO for the King Avenue Bridge project and presented to stakeholders

and the public at a Public Involvement Meeting in April 2017. A preliminary Preferred Alternative was identified by WCEO in August 2017. Based on guidance provided by ODOT-District 8, Stantec will prepare a Feasibility Study to document the development and analysis of the preliminary alternatives, stakeholder coordination, the results of the public involvement effort, and WCEO's Preferred Alternative. The Feasibility Study will be prepared in accordance with ODOT PDP Manual guidelines (<https://www.dot.state.oh.us/projects/pdp/Pages/Manual.aspx>). Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "medium" level Feasibility Study (Path 2 or 3 project, three to five alternatives under consideration). Deliverable will be a PDF document.

Task 2.3.B.I. Identify Construction Limits: This task involves making adjustments to the preliminary engineering completed previously for shoulder widths and to add bike/pedestrian facilities to the roadway alignment as scoped. From these changes, a new "worst case" construction limit footprint will be established to serve as a working area for the feasibility study, environmental and survey tasks.

Task B: Field Survey

This task includes creation of project mapping by field survey collection methods. It also includes property research and resolution of property and existing roadway centerlines. Additional detail is provided for the following tasks:

Task 2.3.A.A. Project Control, Benchmarks & Reference Points: Set (2) pairs of Static GPS control points. Establish Horizontal Control by traversing approximately 5100 LF. Use Static control point as GPS base station, check Warren County control monuments 61 and 67. Establish Vertical Control by holding one of the Static GPS elevations and running a bench circuit through the horizontal control points.

Task 2.3.A.B. Monumentation Survey: Research Warren County Engineer records for existing RW location and width. If "original deed" is unavailable from County Engineer, research old records in the County Recorder's Office and the County Commissioner's records. Research deed, plats, surveys, easements and then plot deed information. Survey crew will locate property corner ties.

Task 2.3.A.C. Base Mapping: Assume survey is to be done in the winter to minimize line clearing. Survey will include 30 cross sections (50' interval) and 20 cross sections (25' interval) for tie-in areas. Collect survey for base map including utilities marked, culverts, drainage features and terrain model. Locate, size and type trees 3" or greater in diameter at 4.5' above ground and with a minimum height of 13'.

Task 2.3.A.D. Drainage Survey: Survey six sections across the Little Miami River at a width equal to the abutment to abutment length of the existing bridge for use in HEC-RAS. Also collect creek sections for replacement of 7'x5' box culvert.

Task 2.3.A.E. Bridge Survey: Locate footprint of existing bridge piers for removal and collect critical clearance elevations.

Task 2.3.A.F. Establish Property Lines, Tax ID & Ownerships on Basemap: Boundary line resolution including existing centerline alignments and existing right-of-way lines.

Task C: Geotechnical Investigation

Stantec estimates that 27 geotechnical borings will be required for this project. A detailed breakdown can be found in the Stantec Geotechnical Proposal in Appendix B.

Task D: Stage 1 Design

Major items in this task include these items of work advanced through Stage 1 Design as outlined in the ODOT Location & Design Manuals:

- Roadway Plans including Title Sheet, Schematic Plan, Typical Sections, Plan/Profile Sheets, Cross Sections @ 50' intervals, Superelevation Table, Intersection Details, Drive Details, Pavement Markings, Signing, Drainage and General Notes. This covers King Avenue, Grandin Road, Little Miami Shared Use Path, Trailhead Parking Lot.
- Structure Type Studies
- HEC-RAS Analysis
- Structure Site Plans and Bridge Reports
- Retaining Wall Plans
- Design Exceptions
- Construction Cost Estimates
- Project Management & Meetings

Additional detail is provided for the following tasks:

Task 2.5.D.A.1. Bridge Structure Type Study (Bridge over Little Miami River): The bridge type study will build on the previous bridge study which determined a two-span structure to be the recommended span arrangement. The two-span structure will have the substructures located outside of the normal high water mark for The Little Miami River. Stantec will evaluate two-span steel girder structures comparing beam spacings, haunched vs. constant depth girders, and 50 ksi steel girders vs. 70/50 ksi steel girders.

Task 2.5.D.A.2. Bridge Structure Type Study (Bridge over LMR Bike Trail): The bridge type study will compare flat-topped three-sided culverts with arch-topped three sided culverts to determine which type of culvert is most appropriate for the project. The fit of the culvert with the profile of the road, the profile of the trail, and the clearance required above the trail and above the culvert will be considered.

Task 2.5.E. Retaining Wall Justification: As part of the justification study, different types of walls will be considered to determine which type of wall is appropriate for the site and the most economical type of wall. Stantec will also determine footprint and cost for replacing the wall with a cut slope for comparison.

Task 2.7.A.D. Typical Sections: Stantec assumes that 11 typical sections will be needed to cover the roadway, parking lot and trail items.

Task 2.7.A.E. Cross Sections: Cross sections will be prepared at 50' intervals, except for Access Drive where they will be at 25' intervals. Stantec assumes 40 roadway cross sections in this task.

Task 2.7.A.F. Plan and Profile - Mainline: Stantec assumes needing 5 roadway sheets.

Task 2.7.A.M. Design Exception Request: Stantec anticipates the documenting design exception issues, but with an anticipated design speed reduction on this roadway, preparation of formal design exceptions will not be required.

Task 2.7.A.Q. Little Miami Shared Use Trail Realignment: Stantec will prepare plan & profile sheets and cross sections. Stantec assumes 2 plan & profile sheets and 16 cross sections.

Task 2.7.A.R. Pedestrian Path Switchback Connection: This task involves the design of the switchback arrangement of the path to connect between the Little Miami Shared Use Trail and the pedestrian path on the bridge. Stantec will prepare a plan & profile sheet and a grading plan.

Task 2.7.A.S. Trailhead Parking Lot Plan: This task will design the new ODNR trailhead parking lot. Stantec will prepare a pavement detail sheet and a grading plan.

Task 2.7.B.C. Channel Restoration Details: This task will identify amount of work and anticipated footprint needed to remove the existing bridge. The footprint will be important to determine direct impacts to the Little Miami River for coordination with Scenic Rivers.

Task 2.7.C.A. Utility Coordination and Documentation: This task includes making an OUPS Design Request and collecting information. Work related to Water and Sanitary Sewer is not included and will be covered by separate contract with Warren County Water and Sewer.

Task 2.7.E. Retaining Wall Plans: Stage 1 plans for the retaining walls will include an outline of the proposed wall, a preliminary cross section of the wall, and preliminary proposed top and bottom of wall elevations. We anticipate the project will require a wall approximately 500' long and 35' tall.

Task 2.8.A. Meetings: Assume quarterly meetings (6 total) for two Stantec personnel to be held at WCEO in Lebanon, OH. Direct costs include travel from Stantec's Sharonville office to WCEO and back (40 mile round trip).

Task 2.8.B. General Oversight: Assumes 18 month duration.

Task E: Environmental Clearance

This task includes all the environmental field studies, office research, agency coordination and preparation of a Categorical Exclusion document for the project.

Additional detail is provided for the following tasks:

Task 2.2.A. Property Owner Notification: Prior to the start of environmental, geotechnical, and ground survey field activities, notification letters must be sent to all project area property owners. This proposal assumes Stantec will assist the WCEO with preparation of the letters and the WCEO will perform the mailings. In accordance with Ohio law, notification must be received by the property owners at least forty-eight hours, but no more than thirty days, prior to property entry. This proposal also assumes that over the course of the project's design phase, more than one round of notification letters will need to be sent.

Task 2.2.B. Section 106 (Cultural Resources) Scoping Request: A Section 106 Scoping Request (formerly a Section 106 Request for Review) is a screening level document that includes completion of a checklist form, project area mapping, a photo log, and a cultural resources records check. This document is used by ODOT to make decisions regarding the level of cultural resource analysis needed on the project. This document will be completed in accordance with ODOT's Cultural Resources Manual (<http://www.dot.state.oh.us/Divisions/Planning/Environment/CulturalResources/Pages/CulturalResourcesManual.aspx>), and proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance (no levels specified). This task will be performed by AMEC.

Task 2.2.C. Level 2 Ecological Survey Report: This task involves a detailed ecological study of the project area (construction limits plus approximately a 25-foot buffer) for streams, wetlands, and other surface waters, terrestrial habitats, and suitable habitat for threatened and endangered species. The field survey will be followed by completed of a Level 2 Ecological Survey Report (ESR) in accordance with ODOT ecological manual guidelines and using ODOT's latest Level 2 ESR form (<http://www.dot.state.oh.us/Divisions/Planning/Environment/EcologicalResourcesPermits/Ecology/Pages/Forms.aspx>). A Level 2 ESR is required since the project is located in a watershed that is currently ineligible for permitting under a Section 404 Nationwide Permit. This proposal assumes that the ecological field survey will be conducted in May/June during the federally-endangered running buffalo clover's flowering season (Stantec biologists are USFWS-approved for conducting running buffalo clover surveys). This proposal assumes no aquatic surveys will be performed in the Little Miami River. This task includes estimated impacts to streams, wetlands, and other regulated waters. This task does not include any detailed Indiana bat, northern long-eared bat, or eastern massasauga surveys, or completion of a Biological Assessment. A Little Miami River mussel survey and relocation will be scoped in the next phase of work and will be completed prior to project construction. Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "low" level ecological study and Level 2 ESR due to a limited number of streams and wetlands anticipated and overall limited amount

of undeveloped land in the project area (less than 25 acres). Direct costs include travel from Stantec's Sharonville office to the project site and back (30 mile round trip x 2 trips).

Task 2.2.D. Environmental Site Assessment (ESA) Screening: An ESA Screening (now called a Regulated Materials Review) will be conducted for all properties within or directly abutting the project construction limits. The review will be conducted following ODOT guidelines (<https://www.dot.state.oh.us/Divisions/Planning/Environment/ESA/Pages/default.aspx>) and will consist of a regulatory database review, property review, and review of pertinent historical mapping and aerial photographs to identify sites with potential hazardous materials concerns. The investigation will be documented in a report for ODOT review and determination of need for additional Phase I ESA work. Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "low" level review due to the limited number of properties in the project area. Direct costs include travel from Stantec's Sharonville office to the project site and back (30 mile round trip). The regulated materials database search will be performed using ODOT TIMS.

Task 2.2.E. Social and Economic Resources: This task primarily involves review of census data and mapping to address Environmental Justice/Title VI considerations in the Categorical Exclusion (CE) document. This task also involves assessment of potential traffic and MOT issues during and after construction and project effects on local businesses and community/emergency services, as well as coordination with the design and right-of-way teams to assess property impacts and related information required for completion of the CE.

Task 2.2.F. Section 4(f)/6(f) Determinations - Recreation: Section 4(f) protects publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public or privately owned historic sites from adverse impacts resulting from the construction of transportation facilities utilizing federal funds. A Section 4(f) recreational property may also be a Section 6(f) recreational property if Land and Water Conservation Fund Act (LWCF) monies were used in the purchase or development of the property. Since it is not uncommon for recreational properties to receive LWCF funding, Section 6(f) may be integral for Section 4(f) compliance when recreational properties are involved on a project. Preliminary studies have identified the presence of several Section 4(f) recreational resources in the project area, including Carter Park, the Little Miami Scenic Trail, and potentially the Little Miami Scenic River. Per discussions with ODNR, one or more ODNR-owned parcels in the project area, as well as the Little Miami Scenic Trail, may have utilized Section 6(f) funds. Additional investigation and coordination with ODNR will be required. Stantec will assist WCEO with ODNR coordination (and coordination with any other applicable Owners With Jurisdiction) and will prepare a Section 4(f)/6(f) determination package for ODOT review in accordance with ODOT guidance (https://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/4F_6F/Pages/default.aspx). Stantec will also prepare any additional Section 4(f)/6(f) evaluation documents based on ODOT's review of the determination package. Additional public involvement may be required (see If Authorized task 2.6.A). This proposal assumes de minimus or programmatic-level evaluations and does not include an Individual Section 4(f) Evaluation. Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "high" level analysis due to potentially complex 4(f) and 6(f) issues and coordination requirements.

Task 2.2.I. Phase I Cultural Resources – History/Architecture: Due to the historic nature of the project area and the presence of the National Register of Historic Places (NRHP)-listed Peters Cartridge Factory, a Phase I History/Architecture study is expected to be required. The purpose of the Phase I study is to locate previously identified and unidentified history/architecture properties in the Area of Potential Effect (APE) associated with the historic context, identify the characteristics which the properties must possess to be eligible based on the historic context, identify whether the properties retain sufficient integrity to be representative of the historic context, determine if any properties require additional evaluation to determine historic significance, and determine if any properties are affected by the project. The Phase I History/Architecture study will be completed in accordance with ODOT's cultural resources manual (http://www.dot.state.oh.us/Divisions/Planning/Environment/Cultural_Resources/Pages/Cultural_Resources_Manual.aspx). Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "medium" level analysis due to the presence of a known NRHP-listed site. This task will be performed by Amec Foster Wheeler.

Task 3.1.A. Phase I Cultural Resources – Archaeology: Due to the historic nature of the project area and anticipated construction activities on previously undisturbed land, a Phase I Archaeology study is expected to be required. The purpose of the Phase I study is to locate previously identified and unidentified archaeological

sites in the APE associated with the cultural context, identify the characteristics which the sites must possess to be eligible based on cultural context, identify whether the sites retain sufficient integrity to be representative of the cultural context, determine if any sites require additional evaluation to determine significance, and determine if any sites are affected by the project. The Phase I Archaeology study will be completed in accordance with ODOT's cultural resources manual (http://www.dot.state.oh.us/Divisions/Planning/Environment/Cultural_Resources/Pages/Cultural_Resources_Manual.aspx). Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "medium" level analysis (assuming 50% previous project area disturbance). This task will be performed by Amec Foster Wheeler.

Task 3.1.D. Phase I Environmental Site Assessment (ESA): Due to the presence of the Peters Cartridge Factory (a CERCLA/Superfund site) and potential related hazardous materials concerns in the project area (on both sides of the Little Miami River), a Phase I ESA is expected to be required for this project to document the current remediation status of the Peters Cartridge Factory and to further investigate and determine if any other hazardous materials concerns exist in the project area (possibly requiring additional study). The Phase I ESA study and report preparation will be conducted following ODOT ESA guidelines (<https://www.dot.state.oh.us/Divisions/Planning/Environment/ESA/Pages/default.aspx>). Due to the presence of the CERCLA site, there is no applicable ODOT Consultant Fee Estimation Guidance for the Phase I ESA. This task will be performed by Amec Foster Wheeler and assumes that all parcels crossed by the project will be subject to Phase I investigation.

Task 3.1.E. Farmland Studies: An assessment of farmland impacts is required for completion of the Categorical Exclusion (CE). This assessment will be conducted in accordance with ODOT guidance (http://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/farmland/Pages/default.aspx). There is no applicable ODOT Consultant Fee Estimation Guidance for this task.

Task 3.1.F. Secondary and Cumulative Review: An assessment of secondary (indirect) and cumulative impacts is required for completion of the Categorical Exclusion (CE). This assessment will be conducted in accordance with ODOT guidance (http://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/Pages/ICE.aspx). There is no applicable ODOT Consultant Fee Estimation Guidance for this task.

Task 3.1.P. Air Quality Analysis: Air quality analyses/documentation will be conducted in accordance with ODOT guidelines and flowcharts on (http://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/AIR_QUALITY/Pages/default.aspx). Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for "low" level analyses and this proposal assumes no quantitative air quality assessments will be required.

Task 3.5.A. Prepare Environmental Document: This task involves preparation of text and exhibits for completion of a Categorical Exclusion (CE) on ODOT's EnviroNet. For this project, a Level D1 or D2 CE is assumed based on previous discussions with ODOT-District 8. The CE includes documentation related to purpose and need, alternatives considered, impacts to the natural and social environment, and public involvement. In addition to the topics listed above (and in the If Authorized section below), the CE will also address drinking water, floodplain, and permitting considerations. The CE will be prepared in accordance with ODOT guidance (http://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/EnvironmentalDocumentation/Pages/default.aspx). Following review and approval by WCEO, all environmental reports described in this scope narrative and related environmental/planning documents will be submitted to ODOT via EnviroNet upload. Approved design plans will also be uploaded to the EnviroNet. This proposal assumes all environmental deliverables and related documents will be submitted to WCEO (and ultimately ODOT via the EnviroNet) in PDF or Word document format. Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "medium" level CE (D1 or D2 Level).

Task F: Preliminary Right-of-Way

Major items in this phase include preparation of preliminary right-of-way plans meeting ODOT requirements including Legend Sheet (1), Centerline Survey Sheet (1), Property Map (1), Summary Sheets (2), Right-of-Way Detail Sheets (6) and Legal Descriptions with Closures (25).

Right-of-Way Acquisition Services and Staking are not included in this proposal.

Additional detail is provided for the following task:

Task 3.4.B.G. Legal Descriptions and Closure Calculations: Stantec estimates that 25 legal descriptions may be required at a not to exceed cost of \$375 each.

If-Authorized Tasks

In addition, the following tasks have been identified to be If-Authorized at the direction of the Warren County Engineer's Office.

Task 2.2.G. Noise Analysis: A noise analysis is required if a project consists of a new highway built on a new location, or an existing highway that is significantly altered by substantially changing the horizontal or vertical characteristics of the road, or the number of through traffic lanes being increased. The noise analysis only considers noise sensitive land uses within 500' from the edge of pavement of the proposed project. However, if noise impacts are occurring beyond 500', then the noise analysis must include the expanded area. Since this project modifies the horizontal and vertical characteristics of King Avenue and the King Avenue Bridge, and there are sensitive receptors within 500 feet of the project (residences in Kings Mills, the Little Miami Scenic Trail/Little Miami Scenic River, and possibly future residential development at the Peters Cartridge Factory site), a noise analysis is expected to be required for this project, but is included as an "If Authorized" task for this scope and cost proposal. The analysis will include field noise measurements at select receptor locations, modeling of existing and future (design year build) sound levels using TNM 2.5, identification of sound-level impacts (if applicable), and evaluation of potential noise abatement measures (if applicable). The analysis will be conducted in accordance with ODOT guidance (http://www.dot.state.oh.us/Divisions/Planning/Environment/NEPA_policy_issues/NOISE/Pages/default.aspx). Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "low to medium" level Noise Analysis (due to degree of change between the existing and build layouts). Direct costs include travel from Stantec's Sharonville office to the project site and back (30 mile round trip).

Task 2.3.H.G. Evaluate Aesthetic Options: This task is included in the event aesthetic treatments need to be considered for the bridge crossing over the Little Miami Scenic River as a condition of approvals from NPS/ODNR. This work includes time for a meeting, investigating form liners and bridge parapet / pedestrian rail types. Also includes the production of one rendering of the finished bridge crossing / bike trail culvert and proximity to the Peters Cartridge Factory due to possible NRHP concerns.

Task 2.6.A. Public Involvement/Coordination: This task is included in the event an additional Public Involvement Meeting is determined necessary for this project, due to new or unexpected design modifications or environmental impact issues, new public controversy, and/or Section 4(f)/106 clearance needs. This proposal assumes this meeting will be handled similarly to the April 2017 meeting, for which Stantec assisted the WCEO with public/stakeholder notifications and handout materials, prepared up to five exhibit boards, attended the meeting (three staff assumed), and prepared a meeting summary and response to public comments. Information from this public meeting will be uploaded to the EnviroNet for inclusion in the CE document. Proposed hours are based on ODOT's 2016 Consultant Fee Estimation Guidance for a "medium" level public involvement meeting and Stantec's required budget for the April 2017 public meeting. Direct costs include travel from Stantec's Sharonville office to the meeting location (assumed to be at Kings Junior High School) and back (30 mile round trip) and material/printing costs for preparation of up to five exhibit boards. Direct costs to promote the meeting for newspaper articles, mailings, flyers, etc. are not included, as WCEO performed these tasks at the last meeting.

Task 2.6.B. Graphic Rendering: This task is included for the production of one rendering of the finished bridge crossing / bike trail culvert and proximity to the Peters Cartridge Factory due to possible NRHP concerns. The rendering could also be used to public involvement and for inclusion in funding applications.

Task 3.1.B1. Phase II Cultural Resources – History/Architecture: Based on the findings of the Phase I study, additional Phase II study may be determined necessary to further evaluate NRHP eligibility and integrity of properties, and verify project effects which could not be determined at the Phase I level. The Phase II History/Architecture study will be completed in accordance with ODOT's cultural resources manual

(<http://www.dot.state.oh.us/Divisions/Planning/Environment/CulturalResources/Pages/CulturalResourcesManual.aspx>). There is no applicable ODOT Consultant Fee Estimation Guidance for this task. This task will be performed by AMEC. One Phase II site is assumed.

Task 3.1.B2. Phase II Cultural Resources – Archaeology: Based on the findings of the Phase I study, additional Phase II study may be determined necessary to further evaluate NRHP eligibility and integrity of properties, and verify project effects which could not be determined at the Phase I level. The Phase II Archaeology study will be completed in accordance with ODOT’s cultural resources manual (<http://www.dot.state.oh.us/Divisions/Planning/Environment/CulturalResources/Pages/CulturalResourcesManual.aspx>). There is no applicable ODOT Consultant Fee Estimation Guidance for this task. This task will be performed by AMEC. One Phase II site is assumed.

Task 3.1.C. Section 4(f) – Cultural Resources: As mentioned in Task 2.2.F, Section 4(f) applies to publicly or privately owned cultural resources sites that are on or eligible for NRHP listing (and federal funds are used on a project). However, since the Owner With Jurisdiction for historic sites is the Ohio Historic Preservation Office (OHPO), Section 4(f) coordination with respect to historic sites is generally handled by ODOT in conjunction with the Section 106 process. The Section 4(f) Determination Package described in Task 2.2.F will include applicable cultural resources from the Phase I cultural resources studies. This Section 4(f) – Cultural Resources task is included as an “If Authorized” task in the event additional coordination/ documentation is required to address a Section 4(f) cultural resources issue (not likely). Proposed hours are based on ODOT’s 2016 Consultant Fee Estimation Guidance for a “low” level Section 4(f) evaluation.

Task 3.4.B.F. Dedication Plats / Survey Records: Included for use by WCEO are two dedication plats or survey records at a not to exceed cost of \$4,000 each.

PROPOSED FEE

Task	Proposed Hours	Direct Costs	Subconsultant Costs	Proposed Fee
A. Feasibility Study	310	\$0	\$0	\$41,917
B. Field Survey	503	\$600	\$0	\$82,813
C. Geotechnical Investigation	609	\$10,109	\$0	\$129,153
D. Stage 1 Design	1,920	\$225	\$0	\$230,197
E. Environmental Clearance	501	\$47	\$70,315	\$132,091
F. Preliminary Right-of-Way	345	\$0	\$0	\$37,987
TOTAL	4,188	\$10,981	\$70,315	\$654,158
If-Authorized Tasks				
Noise Analysis	110	\$16	\$0	\$11,868
Evaluate Aesthetic Options	20	\$16	\$0	\$3,450
Public Involvement / Coordination	176	\$516	\$0	\$24,370
Graphic Rendering	100	\$16	\$0	\$11,477
Phase II Cultural Resource – History / Architecture	8	\$0	\$9,971	\$11,097
Phase II Cultural Resource – Archaeology	8	\$0	\$34,262	\$35,388
Section 4f – Cultural Resources	80	\$0	\$0	\$10,531
Dedication Plats / Survey Records	78	\$0	\$0	\$8,019
IF-AUTHORIZED TOTAL	580	\$562	\$44,233	\$116,200
GRAND TOTAL	4,768	\$11,543	\$114,548	\$770,358

LISTING OF SUBCONSULTANTS

<u>Subconsultant Firm</u>	<u>Work Category</u>	<u>Total Amount Proposed</u>
Amec Foster Wheeler	Cultural Resources & ESA Phase I & II	\$114,548

PROPOSED SCHEDULE

The following schedule outlines the development of this project to construction. This proposal covers approximately 18 months which includes Stage 1 Design, Preliminary Right-of-Way and Environmental Clearance. Stage 2 & 3 Design, Final Right-of-Way, Tracings, Phase II ESA, Permits, and Mussel Relocation will be part of a planned subsequent proposal for the final phase of work.

<u>Milestone</u>	<u>Date</u>
Authorization	12/1/2017
Feasibility Study Submission	3/1/2018
Stage 1 Design Submission	12/15/2018
Stage 1 Review Complete	1/30/2019
Preliminary ROW Plan Submission	3/1/2019
Public Meeting (if auth.)	5/1/2019
Draft CE Submission	10/1/2019
Environmental Clearance	12/1/2019
Stage 2 Design Submission	1/30/2020
Final ROW Plan Submission	1/30/2020
Stage 2 Review Complete	3/15/2020
ROW Tracings Submission	5/1/2020
404/401 Permit Application	9/1/2020
Stage 3 Design Submission	11/15/2020
Stage 3 Review Complete	1/15/2021
Tracings Design Submission	6/1/2021
Mussel Relocation	8/1/2021
404/401 Permit Approved	9/1/2021
Sale	10/1/2021
Construction	2022



Stantec



Alternative 3: New Bridge



C-R-S	KING AVE	PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
AUTHORIZED TASKS:										
1 - Planning Phase										
1.1 - Project Start-up										
1.1 A - Planning and Programming	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1 B - STIP/TIP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1 C - Internal Meeting with Project Sponsor and ODOT staff	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.1 - Project Start-up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2 - Project Initiation Package										
1.2 A - Define Study Area and Logical Termini	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2 B - Conduct Field Review (walk through)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2 C - Identify Discipline Specific Issues for Project Initiation Package										
1.2.C.A - Identify Design Issues	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.B - Identify Geotechnical Issues	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.C - Identify Environmental Issues	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.D - Identify Utility Issues	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.E - ITS (Traffic Surveillance) Project Determination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.F - Transportation and Land Use Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.C.G - Identify Safety Priorities	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.D - Project Initiation Package Preparation and Submittal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.E - Aerial/Base Mapping Coordination with ODOT	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2.F - Concept, Scope and Budget Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.2 - Project Initiation Package	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 - Existing Data, Research and Analysis										
1.3 A - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 B - Crash Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 C - Traffic Counts										
1.3.C.A - Turning Movement Counts at Intersections - No Build	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3.C.B - Machine Counts on Roadways and Ramps - No Build	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3.D - Planning Level Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3.E - Certified Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3.F - Capacity Analysis - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3.G - Safety Analysis - No Build Condition		\$46.27	24	\$1,111	\$1,781	\$4	\$0	\$0	\$281	\$3,176
1.3.H - Develop Purpose & Need (For Feasibility Study and CE)		\$49.19	16	\$787	\$1,262	\$3	\$0	\$0	\$199	\$2,251
TOTAL 1.3 - Existing Data, Research and Analysis		\$47.44	40	\$1,898	\$3,044	\$6	\$0	\$0	\$480	\$5,427
1.4 - Stakeholder Involvement and Public Involvement Plan										
1.4.A - Public Involvement Plan (Update)		\$46.59	8	\$373	\$598	\$1	\$0	\$0	\$94	\$1,066
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		\$46.59	8	\$373	\$598	\$1	\$0	\$0	\$94	\$1,066
1.5 - Project Management for Planning Phase										
1.5.A - Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5.B - General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5.C - Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5.D - Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.5 - Project Management for Planning Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.6 - Limited Review										
1.6.A - QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.6 - Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1 - Planning Phase		\$47.30	48	\$2,270	\$3,641	\$8	\$0	\$0	\$574	\$6,493
2 - Preliminary Engineering Phase										
2.1 - Develop Preliminary Alternatives										
2.1.A - Prepare and Complete Feasibility Study Report										
2.1.A.A - Planning Level Traffic for Build Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.B - Certified Traffic - Build Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.C - Capacity Analysis Build Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.D - Safety Analysis for Build Alternative	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.E - Field Survey and Aerial Mapping - Planning Level	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.F - Typical Section	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.G - Preliminary Alignment and Profile	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description		Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
2.1.A.H - Cross-Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.I - Mapping	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.J - Stakeholder Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.K - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.L - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.M - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.N - Prepare Feasibility Study	\$48.06	244	\$11,727	\$18,810	\$40	\$0	\$0	\$2,965	\$33,542	
TOTAL 2.1 - Develop Preliminary Alternatives	\$48.06	244	\$11,727	\$18,810	\$40	\$0	\$0	\$2,965	\$33,542	
2.2 - Perform Environmental Field Studies										
2.2.A - Property Owner Notification	\$54.38	4	\$218	\$349	\$1	\$0	\$0	\$55	\$622	
2.2.B - Section 106 (Cultural Resources) Scoping Request	\$48.38	4	\$194	\$310	\$1	\$0	\$1,775	\$49	\$2,328	
2.2.C - Ecological Survey Report	\$38.06	120	\$4,567	\$7,325	\$16	\$31	\$0	\$1,155	\$13,094	
2.2.D - Environmental Site Assessment Screening	\$38.73	52	\$2,014	\$3,230	\$7	\$16	\$0	\$509	\$5,776	
2.2.E - Social and Economic Resources	\$45.55	19	\$866	\$1,388	\$3	\$0	\$0	\$219	\$2,476	
2.2.F - 4(f)(6)(f) Determinations - Recreation	\$45.87	130	\$5,963	\$9,565	\$20	\$0	\$0	\$1,508	\$17,056	
2.2.G - Noise Analysis (If Authorized)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.H - Noise Analysis - Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.I - Phase I Cultural Resources - History/Architecture	\$49.19	8	\$394	\$631	\$1	\$0	\$10,963	\$99	\$12,089	
TOTAL 2.2 - Perform Environmental Field Studies	\$42.18	337	\$14,214	\$22,799	\$48	\$47	\$12,738	\$3,594	\$53,440	
2.3 - AER Design										
2.3.A - Field Survey and Aerial Mapping										
2.3.A.A - Project Control, Benchmarks, and Reference Points	\$62.65	74	\$4,636	\$7,436	\$16	\$162	\$0	\$1,172	\$13,422	
2.3.A.B - Monumentation recovery	\$55.29	116	\$6,414	\$10,287	\$22	\$170	\$0	\$1,622	\$18,514	
2.3.A.C - Base Mapping (incl. field verify.)	\$56.00	230	\$12,880	\$20,660	\$44	\$222	\$0	\$3,256	\$37,061	
2.3.A.D - Drainage Survey (stream cross sections)	\$61.38	45	\$2,762	\$4,431	\$9	\$31	\$0	\$698	\$7,932	
2.3.A.E - Bridge Survey	\$65.00	16	\$1,040	\$1,668	\$4	\$16	\$0	\$263	\$2,990	
2.3.A.F - Establish property lines, tax id, & ownerships on base map	\$45.98	22	\$1,012	\$1,622	\$3	\$0	\$0	\$256	\$2,893	
2.3.A.G - Property Owner Notification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B - Roadway										
2.3.B.A - Design Criteria	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.B - Conceptual Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.D - Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.E - Plan and Profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.F - Conceptual cross sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.G - Interchange Geometrics	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.H - Analyze Drive Locations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.I - Identify Construction Limits	\$36.56	18	\$658	\$1,055	\$2	\$0	\$166	\$166	\$1,882	
2.3.B.J - Preliminary Pavement Design	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C - Drainage										
2.3.C.A - Drainage Design Criteria Forms (LD-35)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.B - LD-33 Form (Contact County Engineer)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.C - Hydraulically size all major storm sewer trunk lines	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.D - Perform preliminary hydraulic analysis for culverts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.E - Conceptual BMP	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.D - Traffic Control										
2.3.D.A - Documentation of Proprietary Bid Justification - Signals	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.D.B - Documentation of Proprietary Bid Justification - Lighting	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.D.C - Documentation of alternate bid considerations for signal equipment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.D.D - Documentation of alternate bid considerations for lighting equipment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.E - Signals & ITS										
2.3.E.A - Signal Warrant Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.E.B - CFR 940 Documentation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.E.C - Railroad Coordination - Signals	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.E.D - ITS (Traffic Surveillance Impact Analysis)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F - Maintenance of Traffic										
2.3.F.A - MOTEC Request										
2.3.F.A.1 - MOTEC Request - Report Preparation	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.2 - MOTEC Request - Report Graphics	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.3 - MOTEC Request - Traffic Counts	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.4 - MOTEC Request - Modeling - Queue Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.5 - MOTEC Request - Modeling - HCS	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.6 - MOTEC Request - Modeling - Select Link Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.F.A.7 - MOTEC Request - Geometric Analysis for Temporary Traffic	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of Money	Direct	Subcon	Net	Total
Task Description			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
2.3.F.A.8 - MOTEC Request - Cost Estimate	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B - MOTAA										
2.3.F.B.1 - MOTAA - Report	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.2 - MOTAA - Conceptual MOT Plan	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.3 - MOTAA - Construction Cost	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.4 - MOTAA - Construction Schedule/Duration	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.5 - MOTAA - Detour Route Investigation	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.6 - MOTAA - Modeling - Queue Analysis	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.7 - MOTAA - Modeling - HCS	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.B.8 - MOTAA - Modeling - Select Link Analysis	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.F.C - Conceptual MOT Plan (Without MOTAA)	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.G.B - Subsurface Utility Engineering	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H - Miscellaneous										
2.3.H.A - Identify and coordinate impacts on FEMA flood zones	\$34.50		8	\$276	\$443	\$1	\$0	\$0	\$70	\$789
2.3.H.B - Determine permissible location for waste and borrow	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.C - Determine potential locations for retaining walls	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.D - Determine Lighting needs - investigate warrants	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.E - Identify potential total lake parcels	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.F - Railroad Coordination	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.G - Evaluate aesthetic options (If Authorized)	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.H - Value Engineering	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.3.H.I - Determine need for Design Exception	\$45.25		4	\$181	\$290	\$1	\$0	\$0	\$46	\$518
TOTAL 2.3 - AER Design	\$56.02		533	\$29,858	\$47,893	\$102	\$600	\$0	\$7,549	\$66,002
2.4 - Prepare Cost Estimates										
2.4.A - Roadway/Interchange Costs	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.4.B - Right of Way Costs	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.4.C - Utility	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.4 - Prepare Cost Estimates	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.5 - AER Submittal and Other Studies										
2.5.A - Prepare Alternative Evaluation Report	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.5.B - Not Used	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.5.C - Prepare Access Point Request (IMS/IJS or IOS)	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.5.D - Structures										
2.5.D.A.1 - Bridge Structure Type Study (Bridge over Little Miami River)	\$43.57		224	\$9,759	\$15,653	\$33	\$0	\$0	\$2,467	\$27,913
2.5.D.A.2 - Bridge Structure Type Study (Bridge over LMR Bike Trail)	\$39.50		160	\$6,320	\$10,137	\$21	\$0	\$0	\$1,598	\$18,077
2.5.D.B - Perform Bridge Hydrology Analysis	\$34.50		4	\$138	\$221	\$0	\$0	\$0	\$35	\$395
2.5.D.C - Perform bridge hydraulic study and scour analysis	\$34.50		40	\$1,380	\$2,214	\$5	\$0	\$0	\$349	\$3,947
2.5.E - Retaining wall justification	\$48.02		86	\$4,130	\$6,624	\$14	\$0	\$0	\$1,044	\$11,811
TOTAL 2.5 - AER Submittal and Other Studies	\$42.27		514	\$21,727	\$34,849	\$74	\$0	\$0	\$5,493	\$62,143
2.6 - Public Involvement/Coordination										
2.6.A - Public Involvement / Coordination (If Authorized)	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.6.B - Graphic Rendering (If Authorized)	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.6 - Public Involvement/Coordination	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7 - Stage 1 Design										
2.7.A - Roadway										
2.7.A.A - Title Sheet	\$36.81		8	\$295	\$472	\$1	\$0	\$0	\$74	\$842
2.7.A.B - General Notes	\$37.88		4	\$152	\$243	\$1	\$0	\$0	\$38	\$433
2.7.A.C - Schematic Plan	\$31.18		20	\$624	\$1,000	\$2	\$0	\$0	\$158	\$1,783
2.7.A.D - Typical Sections	\$34.20		60	\$2,052	\$3,291	\$7	\$0	\$0	\$519	\$5,869
2.7.A.E - Cross Sections	\$34.00		108	\$3,672	\$5,890	\$12	\$0	\$0	\$928	\$10,503
2.7.A.F - Plan and Profile - Mainline	\$34.11		125	\$4,264	\$6,839	\$14	\$0	\$0	\$1,078	\$12,196
2.7.A.G - Plan and Profile - Crossroads	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.A.H - Plan and Profile - Ramps	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.A.I - Superelevation Table	\$33.94		50	\$1,697	\$2,722	\$6	\$0	\$0	\$429	\$4,854
2.7.A.J - Intersection Details	\$35.86		32	\$1,148	\$1,841	\$4	\$0	\$0	\$290	\$3,282
2.7.A.K - Update Interchange Geometrics & Details	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.A.L - Driveway Details	\$33.92		24	\$814	\$1,306	\$3	\$0	\$0	\$206	\$2,328
2.7.A.M - Design Exception Request	\$45.25		4	\$181	\$290	\$1	\$0	\$0	\$46	\$518
2.7.A.N - Traffic Control	\$33.62		30	\$1,009	\$1,618	\$3	\$0	\$0	\$255	\$2,885
2.7.A.O - Limited Access Fencing Plan	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.A.P - ITS Traffic Surveillance	#DIV/0!		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.A.Q - Little Miami Shared Use Trail Realignment	\$35.38		50	\$1,769	\$2,837	\$6	\$0	\$0	\$447	\$5,060
2.7.A.R - Pedestrian Path Switchback Connection	\$35.53		46	\$1,635	\$2,622	\$6	\$0	\$0	\$413	\$4,675
2.7.A.S - Trailhead Parking Lot Plan	\$34.07		30	\$1,022	\$1,639	\$3	\$0	\$0	\$258	\$2,923

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description		Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
2.7.B - Drainage										
2.7.B.A - Storm Sewer Profiles		\$34.23	26	\$890	\$1,428	\$3	\$0	\$0	\$225	\$2,546
2.7.B.B - Culvert Detail Sheet		\$33.73	30	\$1,012	\$1,623	\$3	\$0	\$0	\$256	\$2,895
2.7.B.C - Channel Restoration Details		\$33.55	28	\$940	\$1,507	\$3	\$0	\$0	\$238	\$2,687
2.7.B.D - Drainage Calculations		\$35.52	42	\$1,492	\$2,393	\$5	\$0	\$0	\$377	\$4,267
2.7.B.E - BMP Design		\$33.60	24	\$807	\$1,294	\$3	\$0	\$0	\$204	\$2,307
2.7.C - Utilities										
2.7.C.A - Utility Coordination and Documentation		\$43.10	10	\$431	\$691	\$1	\$100	\$0	\$109	\$1,333
2.7.C.B - Description or proposed water and/or sewer work		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.C.C - Subsurface Utility Engineering (SUE)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.C.D - Add Utilities to Plan/Profile Sheets		\$36.06	18	\$649	\$1,041	\$2	\$0	\$0	\$164	\$1,856
2.7.D - Geotechnical Services										
2.7.D.A - Geotechnical Services and Report		\$54.92	16	\$879	\$1,410	\$3	\$81	\$126,558	\$222	\$129,153
2.7.E - Retaining Wall Plans		\$44.50	70	\$3,115	\$4,996	\$11	\$0	\$0	\$788	\$8,910
2.7.F - Structures - Design Report										
2.7.F.A.1 - Bridge Design Report (Bridge over Little Miami River)		\$47.11	89	\$4,193	\$6,725	\$14	\$0	\$0	\$1,060	\$11,992
2.7.F.A.2 - Bridge Design Report (Bridge over LMR Bike Trail)		\$42.28	54	\$2,283	\$3,662	\$8	\$0	\$0	\$577	\$6,530
2.7.F.B.1 - Final Structure Site Plan (Bridge over Little Miami River)		\$41.83	24	\$1,004	\$1,610	\$3	\$0	\$0	\$254	\$2,872
2.7.F.B.2 - Final Structure Site Plan (Bridge over LMR Bike Trail)		\$41.83	24	\$1,004	\$1,610	\$3	\$0	\$0	\$254	\$2,872
2.7.F.C - Supplemental Site Plan for Railroad Crossing		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G - Miscellaneous										
2.7.G.A - Perform Airway/Highway clearance analysis		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G.B - Service Road Justification		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G.D - Prepare Pedestrian Overpass Justification		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G.E - RR Coordination		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.G.F - ITS - Systems Engineering Analysis		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones										
2.7.H.A - Roadway/Interchange Costs		\$44.47	36	\$1,601	\$2,568	\$5	\$0	\$0	\$405	\$4,579
2.7.H.B - Right of Way		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.H.C - Utility Costs		\$41.00	8	\$328	\$526	\$1	\$0	\$0	\$83	\$938
2.7.I - Lighting Plans		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.J - Maintenance of Traffic										
2.7.J.A - Detour Plan		\$35.05	10	\$351	\$562	\$1	\$0	\$0	\$89	\$1,003
2.7.J.B - MOT for Pedestrian/Bike		\$40.56	12	\$487	\$781	\$2	\$0	\$0	\$123	\$1,392
2.7.J.C - Conceptual MOT Narrative		\$41.91	16	\$671	\$1,075	\$2	\$0	\$0	\$170	\$1,918
2.7.J.D - MOT Coordination Discussions		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.7.J.E - MOT for Canoe Traffic		\$44.38	8	\$355	\$569	\$1	\$0	\$0	\$90	\$1,015
2.7.K - Signal Plans		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - 2.7 - Stage 1 Design		\$37.69	1136	\$42,820	\$68,683	\$146	\$181	\$126,558	\$10,826	\$249,214
2.8 - Project Management for Preliminary Engineering Phase										
2.8.A - Meetings		\$55.67	72	\$4,008	\$6,429	\$14	\$125	\$0	\$1,013	\$11,589
2.8.B - General Oversight		\$61.50	180	\$11,070	\$17,756	\$38	\$0	\$0	\$2,799	\$31,663
2.8.C - Project Set Up		\$56.00	16	\$896	\$1,437	\$3	\$0	\$0	\$227	\$2,563
2.8.D - Non Routine (Soft) Items		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		\$59.60	268	\$15,974	\$25,622	\$54	\$125	\$0	\$4,039	\$45,814
2.9 - Limited Review										
2.9.A - QA/QC for Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.9 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 2 Preliminary Engineering Phase		\$44.96	3032	\$136,320	\$218,657	\$463	\$953	\$139,296	\$34,466	\$530,155
3 - Environmental Engineering Phase										
3.1 - Environmental Field Studies and Refined Impacts										
3.1.A - Phase I Cultural Resources - Archaeology		\$49.19	8	\$394	\$631	\$1	\$0	\$28,495	\$99	\$29,621
3.1.B1 - Phase II Cultural Resource History/Architecture (If Authorized)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.B2 - Phase II Cultural Resource Archaeology (If Authorized)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.C - Section 4(f) - Cultural (If Authorized)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.D - Phase I Environmental Site Assessment		\$49.19	8	\$394	\$631	\$1	\$0	\$29,082	\$99	\$30,208
3.1.E - Farmland Studies		\$44.00	2	\$88	\$141	\$0	\$0	\$0	\$22	\$252
3.1.F - Secondary and Cumulative Review		\$48.38	4	\$194	\$310	\$1	\$0	\$0	\$49	\$553
3.1.G - Address NEPA Specific Environmental Justice Issues		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.H - Relocation Assistance Program Conceptual Survey		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.I - Biological Assessment for Federally Listed Species		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.J - Not Used		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.K - Determine Right of Way Encroachments		\$45.50	4	\$182	\$292	\$1	\$0	\$0	\$46	\$521

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description		Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
3.1.L - Determine Potential Right of Way from Railway	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.M - Waterway Permit (If Authorized)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.N - Stream and Wetland Opportunities Inventory Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.O - Phase II Environmental Site Assessment	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.P - Air Quality Analyses	\$41.58	10	\$416	\$667	\$1	\$0	\$0	\$105	\$1,189	\$1,189
3.1.Q - Mussel Survey (If Authorized)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.R - FIS Analysis, Revisions, and Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		\$46.28	36	\$1,666	\$2,673	\$6	\$0	\$57,577	\$421	\$62,343
3.2 - Stage 1 Value Engineering										
3.2.A - Value Engineering Study and Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.2 - Stage 1 Value Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3 - Stage 2										
3.3.A - Roadway										
3.3.A.A - Title Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.B - Schematic	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.C - General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.D - Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.E - Plan and Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.F - Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.G - Plan and profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.H - Cross Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.I - Intersection Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.J - Interchange Geometrics & Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.A.K - Limited Access Fencing Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B - Drainage										
3.3.B.A - Storm Sewer Profiles	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.C - Channel Relocation Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.D - Underdrain details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.E - BMP Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F - Temporary Drainage (MOT)										
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.C - Traffic Control										
3.3.C.A - Pavement Marking Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.C.B - Signing Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D - Signals & ITS										
3.3.D.A - Signal Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.B - Interconnect Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.C - Systems Engineering Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E - Maintenance of Traffic										
3.3.E.A - MOT General Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.B - Detour Plan- Custom Guide Signs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.D - Temporary Signing Details	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.E - MOT Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.F - MOT Plan Sheets	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)										
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.H - New Temporary Signal										
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.I - Signalized Closures	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.J - MOT Coordination Discussions	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.K - MOT Constructability Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.L - Temporary Pavement Sections and Earthwork	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.M - Crossover Plan and Profile										
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Super-elevation Design & Table	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017		
Consultant:	Stantec Consulting Services Inc.			State Average Overhead Rate		152.83%						
Agreement No.	0			Consultant Overhead Rate:		160.40%						
Modification No.	0			Cost of Money:		0.34%						
PID No.	106724			Net Fee Percentage:		10%						
Proposal Date	10/16/2017 rev. 11/20/2017											
Task Not In Scope	If-Authorized Task			Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description				Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.N - MOT Temporary Access Details												
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.O - Miscellaneous MOT Details												
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.E.P - PIAC/Incentive Funds Request			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F - Lighting Plan												
3.3.F.A - Lighting Analysis			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F.B - Power/Circuit Layout & Details			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F.C - Lighting Plan and Details			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F.D - Voltage Drop Calculations			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.F.E - Power Service			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.G - Landscape Plan												
3.3.G.A - Landscape Plan and Details			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.G.B - General Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.H - Noise Wall Details			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.I - Bridge Plans (break out for each bridge separately)												
3.3.I.A Bridge Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.I.B Structure Rating			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J.B - Water Works Plan			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J.C - Water Works Details & Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J.D - Sanitary Sewer Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.K - Geotechnical Services												
3.3.K.A - Finalize Geotechnical Investigation and Report			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.3 - Stage2				#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4 - Right of Way Plans												
3.4.A Conceptual Right of Way Plan Review			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.B - Preliminary Right of Way Plans												
3.4.B.A - Legend Sheet	\$33.80	10		\$338	\$542	\$1	\$0	\$85	\$967			
3.4.B.B - Centerline Survey Plat	\$38.61	22		\$850	\$1,363	\$3	\$0	\$215	\$2,430			
3.4.B.C - Property Map	\$37.72	27		\$1,019	\$1,634	\$3	\$0	\$258	\$2,913			
3.4.B.D - Summary of Additional Right of Way	\$39.30	44		\$1,729	\$2,773	\$6	\$0	\$437	\$4,945			
3.4.B.E - Detailed ROW Plan Sheets	\$39.12	150		\$5,868	\$9,412	\$20	\$0	\$1,484	\$16,784			
3.4.B.F - Dedication Plans / Survey Records (If Authorized)	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.B.G - Legal Descriptions and Closure Calculations	\$37.45	88		\$3,296	\$5,287	\$11	\$0	\$833	\$9,427			
3.4.B.H - Right-of-Way Acquisition Estimate	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.B.I - Field Review	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.B.J - Stake Centerline at 100' intervals & control points with 3-point references	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.C - Final Right of Way Plans												
3.4.C.A - Final Right of Way Plans	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.C.B - Field Review & Verify Property Owners	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.C.C - Record Centerline Plat and all appropriate documents	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.C.D - Set RW Pins after acquisition (If Authorized)	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.4.C.E - Set Stakes During Acquisition (If Authorized)	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
TOTAL 3.4 - Right of Way Plans					\$38.41	341	\$13,099	\$21,011	\$45	\$0	\$3,312	\$37,468
3.5 - Prepare Environmental Document												
3.5.A - Prepare Environmental Document	\$44.58	132		\$5,884	\$9,438	\$20	\$0	\$1,488	\$16,830			
TOTAL 3.5 - Prepare Environmental Document					\$44.58	132	\$5,884	\$9,438	\$20	\$0	\$1,488	\$16,830
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes	\$50.75	6		\$305	\$488	\$1	\$0	\$77	\$871			
TOTAL 3.6 - Environmental Commitments and Plan Notes					\$50.75	6	\$305	\$488	\$1	\$0	\$77	\$871
3.7 - Final Mitigation Plans Coordination												
3.7.A - Mitigation for Cultural Resources	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.7.B - Mitigation for Streams	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.7.C - Mitigation for Wetlands	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
3.7.D - Mitigation Plan for Other Features	#DIV/0!	0		\$0	\$0	\$0	\$0	\$0	\$0			
TOTAL 3.7 - Final Mitigation Plans Coordination				#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone												

C-R-S	KING AVE	PROPOSAL COST SUMMARY								Version: Feb 2017
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate		152.83%						
Modification No.	0	Consultant Overhead Rate:		160.40%						
PID No.	106724	Cost of Money:		0.34%						
Proposal Date	10/16/2017 rev. 11/20/2017	Net Fee Percentage:		10%						
Task Not In Scope	If-Authorized Task	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
3.8.A - Roadway/Interchange Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8.B - Structures Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8.C - Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9 - Project Management for Environmental Engineering Phase										
3.9.A - Meetings	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9.B - General Oversight	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9.C - Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9.D - Non Routine (Soft) Items	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.10 - Limited Review										
3.10.A - QA/QC for Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.10 - Limited Review	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 3 Environmental Engineering Phase		\$40.69	515	\$20,954	\$33,610	\$71	\$0	\$57,577	\$5,298	\$117,510
4 - Final Engineering and R/W Phase										
TOTAL - Final Engineering Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5 - Construction Phase										
TOTAL - Construction Phase	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED PARTS		\$44.38	3595	\$159,544	\$255,908	\$542	\$953	\$196,873	\$40,337	\$654,158
IF-AUTHORIZED TASKS:										
2.2.G - Noise Analysis (If Authorized)		\$37.67	110	\$4,144	\$6,647	\$14	\$16	\$0	\$1,048	\$11,868
2.3.H.G - Evaluate aesthetic options (If Authorized)		\$60.05	20	\$1,201	\$1,926	\$4	\$16	\$0	\$304	\$3,451
2.6.A - Public Involvement / Coordination (If Authorized)		\$47.39	176	\$8,340	\$13,377	\$28	\$516	\$0	\$2,109	\$24,370
2.6.B - Graphic Rendering (If Authorized)		\$40.07	100	\$4,007	\$6,427	\$14	\$16	\$0	\$1,013	\$11,477
3.1.B1 - Phase II Cultural Resource - History/Architecture (If Authorized)		\$49.19	8	\$394	\$631	\$1	\$0	\$9,971	\$99	\$11,097
3.1.B2 - Phase II Cultural Resource - Archaeology (If Authorized)		\$49.19	8	\$394	\$631	\$1	\$0	\$34,262	\$99	\$35,388
3.1.C - Section 4(f) - Cultural (If Authorized)		\$46.03	80	\$3,682	\$5,906	\$13	\$0	\$0	\$931	\$10,531
3.4.B.F - Dedication Plats / Survey Records (If Authorized)		\$35.94	78	\$2,804	\$4,497	\$10	\$0	\$0	\$709	\$8,019
TOTAL IF-AUTHORIZED PARTS		\$43.04	580	\$24,965	\$40,043	\$85	\$562	\$44,233	\$6,312	\$116,200
GRAND TOTAL		\$44.19	4175	\$184,508	\$295,951	\$627	\$1,516	\$241,106	\$46,649	\$770,358

C-R-S		PROPOSAL LABOR SUMMARY															Version: Feb 2017	
Consultant:		Stantec Consulting Services Inc.																
Agreement No.																		
Modification No.																		
PID No.		109724																
Proposal Date		10/16/2017 rev. 11/20/2017																
Task Not In Scope	It-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total		
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$85.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost	
AUTHORIZED TASKS:																		
1 - Planning Phase																		
1.1 - Project Start-up																		
1.1.A - Planning and Programming																		
1.1.B - STIP/TIP																		
1.1.C - Internal Meeting with Project Sponsor and ODOT staff																		
TOTAL 1.1 - Project Start-up		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1.2 - Project Initiation Package																		
1.2.A - Define Study Area and Logical Termini																		
1.2.B - Conduct Field Review (walk through)																		
1.2.C - Identify Discipline Specific Issues for Project Initiation Package																		
1.2.C.A - Identify Design Issues																		
1.2.C.B - Identify Geotechnical Issues																		
1.2.C.C - Identify Environmental Issues																		
1.2.C.D - Identify Utility Issues																		
1.2.C.E - ITS (Traffic Surveillance) Project Determination																		
1.2.C.F - Transportation and Land Use Plans																		
1.2.C.G - Identify Safety Priorities																		
1.2.D - Project Initiation Package Preparation and Submittal																		
1.2.E - Aerial/Base Mapping Coordination with ODOT																		
1.2.F - Concept, Scope and Budget Estimates																		
TOTAL 1.2 - Project Initiation Package		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1.3 - Existing Data, Research and Analysis																		
1.3.A - Not Used																		
1.3.B - Crash Analysis																		
1.3.C - Traffic Counts																		
1.3.C.A - Turning Movement Counts at Intersections - No Build																		
1.3.C.B - Machine Counts on Roadways and Ramps - No Build																		
1.3.D - Planning Level Traffic - No Build Condition																		
1.3.E - Certified Traffic - No Build Condition																		
1.3.F - Capacity Analysis - No Build Condition																		
1.3.G - Safety Analysis - No Build Condition																		
1.3.H - Develop Purpose & Need (For Feasibility Study and CE)																		
TOTAL 1.3 - Existing Data, Research and Analysis		0	6	16	0	0	0	0	0	0	0	4	0	8	6	24	\$1,111	
1.4 - Stakeholder Involvement and Public Involvement Plan																		
1.4.A - Public Involvement Plan (Update)																		
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		0	1	0	0	0	0	0	0	0	0	1	0	6	0	8	\$373	
1.5 - Project Management for Planning Phase																		
1.5.A - Meetings																		
1.5.B - General Oversight																		
1.5.C - Project Set Up																		
1.5.D - Non Routine (Soft) Items																		
TOTAL 1.5 - Project Management for Planning Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1.6 - Limited Review																		
1.6.A - QA/QC for Limited Review																		
TOTAL 1.6 - Limited Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL 1- Planning Phase		0	7	16	0	0	0	0	0	0	0	5	0	14	6	48	\$2,270	

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Consultant:		Stantec Consulting Services Inc.																
Agreement No.																		
Modification No.																		
PID No.		106724																
Proposal Date		10/16/2017 rev. 11/20/2017																
Task Not In Scope	If Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total		
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$65.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost	
2 - Preliminary Engineering Phase																		
2.1 - Develop Preliminary Alternatives																		
2.1.A - Prepare and Complete Feasibility Study Report																		
2.1.A.A - Planning Level Traffic for Build Alternative																		
2.1.A.B - Certified Traffic - Build Alternative																		
2.1.A.C - Capacity Analysis Build Alternative																		
2.1.A.D - Safety Analysis for Build Alternative																		
2.1.A.E - Field Survey and Aerial Mapping - Planning Level																		
2.1.A.F - Typical Section																		
2.1.A.G - Preliminary Alignment and Profile																		
2.1.A.H - Cross-Sections																		
2.1.A.I - Mapping																		
2.1.A.J - Stakeholder Public Involvement																		
2.1.A.K - Not Used																		
2.1.A.L - Not Used																		
2.1.A.M - Not Used																		
2.1.A.N - Prepare Feasibility Study																		
TOTAL 2.1 - Develop Preliminary Alternatives		0	24	0	24	16	12	12	0	24	24	24	8	64	12	244	\$11,727	
2.2 - Perform Environmental Field Studies																		
2.2.A - Property Owner Notification																		
2.2.B - Section 106 (Cultural Resources) Scoping Request																		
2.2.C - Ecological Survey Report																		
2.2.D - Environmental Site Assessment Screening																		
2.2.E - Social and Economic Resources																		
2.2.F - 4(f)(6)(i) Determinations - Recreation																		
2.2.G - Noise Analysis (If Authorized)																		
2.2.H - Noise Analysis - Public Involvement																		
2.2.I - Phase I Cultural Resources - History/Architecture																		
TOTAL 2.2 - Perform Environmental Field Studies		0	25	0	0	0	0	0	0	0	0	44	138	98	32	337	\$14,214	
2.3 - AER Design																		
2.3.A - Field Survey and Aerial Mapping																		
2.3.A.A - Project Control, Benchmarks, and Reference Points																		
2.3.A.B - Monumentation recovery																		
2.3.A.C - Base Mapping (incl. field verify.)																		
2.3.A.D - Drainage Survey (stream cross sections)																		
2.3.A.E - Bridge Survey																		
2.3.A.F - Establish property lines, tax id, & ownerships on base map																		
2.3.A.G - Property Owner Notification																		
2.3.B - Roadway																		
2.3.B.A - Design Criteria																		
2.3.B.B - Conceptual Typical Sections																		
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline																		
2.3.B.D - Plan and Profile - Crossroads																		
2.3.B.E - Plan and Profile - Ramps																		
2.3.B.F - Conceptual cross sections																		
2.3.B.G - Interchange Geometrics																		
2.3.B.H - Analyze Drive locations																		
2.3.B.I - Identify Construction Limits																		
2.3.B.J - Preliminary Pavement Design																		
2.3.C - Drainage																		
2.3.C.A - Drainage Design Criteria Forms (LD-35)																		
2.3.C.B - LD-33 Form (Contact County Engineer)																		
2.3.C.C - Hydraulically size all major storm sewer trunk lines																		
2.3.C.D - Perform preliminary hydraulic analysis for culverts																		
2.3.C.E - Conceptual BMP																		

C-R-S		PROPOSAL LABOR SUMMARY															Version Feb 2017	
Consultant:		Stantec Consulting Services Inc.																
Agreement No.																		
Modification No.																		
PID No.		106724																
Proposal Date		10/16/2017 rev. 11/20/2017																
Task Not In Scope	If-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total		
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$65.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation																0	\$0	
2.3.D - Traffic Control																		
2.3.D.A - Documentation of Proprietary Bid - Justification - Signals																0	\$0	
2.3.D.B - Documentation of Proprietary Bid - Justification - Lighting																0	\$0	
2.3.D.C - Documentation of alternate bid considerations for signal equipment																0	\$0	
2.3.D.D - Documentation of alternate bid considerations for lighting equipment																0	\$0	
2.3.E - Signals & ITS																		
2.3.E.A - Signal Warrant Analysis																0	\$0	
2.3.E.B - CFR 940 Documentation																0	\$0	
2.3.E.C - Railroad Coordination - Signals																0	\$0	
2.3.E.D - ITS (Traffic Surveillance Impact Analysis)																0	\$0	
2.3.F - Maintenance of Traffic																		
2.3.F.A - MOTEC Request																		
2.3.F.A.1 - MOTEC Request - Report Preparation																0	\$0	
2.3.F.A.2 - MOTEC Request - Report Graphics																0	\$0	
2.3.F.A.3 - MOTEC Request - Traffic Counts																0	\$0	
2.3.F.A.4 - MOTEC Request - Modeling - Queue Analysis																0	\$0	
2.3.F.A.5 - MOTEC Request - Modeling - HCS																0	\$0	
2.3.F.A.6 - MOTEC Request - Modeling - Select Link Analysis																0	\$0	
2.3.F.A.7 - MOTEC Request - Geometric Analysis for Temporary Traffic																0	\$0	
2.3.F.A.8 - MOTEC Request - Cost Estimate																0	\$0	
2.3.F.B - MOTAA																		
2.3.F.B.1 - MOTAA - Report																0	\$0	
2.3.F.B.2 - MOTAA - Conceptual MOT Plan																0	\$0	
2.3.F.B.3 - MOTAA - Construction Cost																0	\$0	
2.3.F.B.4 - MOTAA - Construction Schedule/Duration																0	\$0	
2.3.F.B.5 - MOTAA - Detour Route Investigation																0	\$0	
2.3.F.B.6 - MOTAA - Modeling - Queue Analysis																0	\$0	
2.3.F.B.7 - MOTAA - Modeling - HCS																0	\$0	
2.3.F.B.8 - MOTAA - Modeling - Select Link Analysis																0	\$0	
2.3.F.C - Conceptual MOT Plan (Without MOTAA)																0	\$0	
2.3.G - Utilities																		
2.3.G.A - Utility Coordination and Documentation																0	\$0	
2.3.G.B - Subsurface Utility Engineering																0	\$0	
2.3.H - Miscellaneous																		
2.3.H.A - Identify and coordinate impacts on FEMA flood zones																8	\$276	
2.3.H.B - Determine permissible location for waste and borrow																0	\$0	
2.3.H.C - Determine potential locations for retaining walls																0	\$0	
2.3.H.D - Determine Lighting needs - investigate warrants																0	\$0	
2.3.H.E - Identify potential total take parcels																0	\$0	
2.3.H.F - Railroad Coordination																0	\$0	
2.3.H.G - Evaluate aesthetic options (If Authorized)																0	\$0	
2.3.H.H - Value Engineering																4	\$181	
2.3.H.I - Determine need for Design Exception																0	\$0	
TOTAL 2.3 - AER Design		0	2	16	0	0	2	18	18	51	68	360	0	0	0	533	\$29,858	
2.4 - Prepare Cost Estimates																		
2.4.A - Roadway/Interchange Costs																0	\$0	
2.4.B - Right of Way Costs																0	\$0	
2.4.C - Utility																0	\$0	
TOTAL 2.4 - Prepare Cost Estimates		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
2.5 - AER Submittal and Other Studies																		
2.5.A - Prepare Alternative Evaluation Report																0	\$0	
2.5.B - Not Used																0	\$0	
2.5.C - Prepare Access Point Request (IMS/IS or IQS)																0	\$0	
2.5.D - Structures																		

C-R-S		PROPOSAL LABOR SUMMARY														Version: Feb 2017	
Consultant:		Stantec Consulting Services Inc.															
Agreement No.																	
Modification No.																	
PID No.		106724															
Proposal Date		10/16/2017 rev. 11/20/2017															
Task Not In Scope	If-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total	
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$65.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost
2.5.D.A.1 - Bridge Structure Type Study (Bridge over Little Miami River)		4			80		80	60								224	\$8,759
2.5.D.A.2 - Bridge Structure Type Study (Bridge over LMR Bike Trail)					40		60	60								160	\$6,320
2.5.D.B - Perform Bridge Hydrology Analysis							4									4	\$138
2.5.D.C - Perform bridge hydraulic study and scour analysis							40									40	\$1,380
2.5.E - Retaining wall justification			4		40		40					2				86	\$4,130
TOTAL 2.5 - AER Submittal and Other Studies		4	4	0	160	0	224	120	0	0	0	2	0	0	0	514	\$21,727
2.6 - Public Involvement/Coordination																	
2.6.A - Public Involvement / Coordination (If Authorized)																	
2.6.B - Graphic Rendering (If Authorized)																	
TOTAL 2.6 - Public Involvement/Coordination		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.7 - Stage 1 Design																	
2.7.A - Roadway																	
2.7.A.A - Title Sheet						1	3	3								8	\$295
2.7.A.B - General Notes			1				1	2								4	\$152
2.7.A.C - Schematic Plan			1			2	4	5	8							20	\$624
2.7.A.D - Typical Sections			3			12	21	10	14							60	\$2,052
2.7.A.E - Cross Sections			4			22	38	20	24							108	\$3,672
2.7.A.F - Plan and Profile - Mainline			6			25	44	20	30							125	\$4,264
2.7.A.G - Plan and Profile - Crossroads																0	\$0
2.7.A.H - Plan and Profile - Ramps																0	\$0
2.7.A.I - Superelevation Table			2			10	18	8	12							50	\$1,697
2.7.A.J - Intersection Details			1			12	11		8							32	\$1,148
2.7.A.K - Update Interchange Geometrics & Details																0	\$0
2.7.A.L - Driveway Details			1			5	8	4	6							24	\$814
2.7.A.M - Design Exception Request			2				2									4	\$181
2.7.A.N - Traffic Control			1			6	11	4	8							30	\$1,009
2.7.A.O - Limited Access Fencing Plan																0	\$0
2.7.A.P - ITS Traffic Surveillance																0	\$0
2.7.A.Q - Little Miami Shared Use Trail Realignment			2			18	10	8	12							50	\$1,769
2.7.A.R - Pedestrian Path Switchback Connection			2			16	10	8	10							46	\$1,635
2.7.A.S - Trailhead Parking Lot Plan			1			6	11	6	6							30	\$1,022
2.7.B - Drainage																	
2.7.B.A - Storm Sewer Profiles			2			4	12		8							26	\$890
2.7.B.B - Culvert Detail Sheet			2			4	12	4	8							30	\$1,012
2.7.B.C - Channel Restoration Details			1				15	12								28	\$940
2.7.B.D - Drainage Calculations			2				40									42	\$1,492
2.7.B.E - BMP Design			2				16		6							24	\$807
2.7.C - Utilities																	
2.7.C.A - Utility Coordination and Documentation			4				6									10	\$431
2.7.C.B - Description or proposed water and/or sewer work																0	\$0
2.7.C.C - Subsurface Utility Engineering (SUE)																0	\$0
2.7.C.D - Add Utilities to Plan/Profile Sheets			2				4	4	4	4						18	\$649
2.7.D - Geotechnical Services																	
2.7.D.A - Geotechnical Services and Report					4				3	1	8					16	\$879
2.7.E - Retaining Wall Plans					30		20	20								70	\$3,115
2.7.F - Structures - Design Report																	
2.7.F.A.1 - Bridge Design Report (Bridge over Little Miami River)					45		32	12								89	\$4,193
2.7.F.A.2 - Bridge Design Report (Bridge over LMR Bike Trail)					18		24	12								54	\$2,283
2.7.F.B.1 - Final Structure Site Plan (Bridge over Little Miami River)					8		8	8								24	\$1,004
2.7.F.B.2 - Final Structure Site Plan (Bridge over LMR Bike Trail)					8		8	8								24	\$1,004
2.7.F.C - Supplemental Site Plan for Railroad Crossing																0	\$0
2.7.G - Miscellaneous																	
2.7.G.A - Perform Airway/Highway clearance analysis																0	\$0
2.7.G.B - Service Road Justification																0	\$0
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements																0	\$0
2.7.G.D - Prepare Pedestrian Overpass Justification																0	\$0

C-R-S		PROPOSAL LABOR SUMMARY														Version Feb 2017	
Consultant:		Stantec Consulting Services Inc.															
Agreement No.																	
Modification No.																	
PID No.		106724															
Proposal Date		10/16/2017 rev. 11/20/2017															
Task Not In Scope	If-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total	
Task Description		\$82.25	\$56.00	\$49.00	\$80.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$85.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost
2.7.G.E - RR Coordination																0	\$0
2.7.G.F - ITS - Systems Engineering Analysis																0	\$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones																36	\$1,601
2.7.H.A - Roadway/Interchange Costs			6		4	14	12									0	\$0
2.7.H.B - Right of Way						1	5									8	\$328
2.7.H.C - Utility Costs			2													0	\$0
2.7.I - Lighting Plans																	
2.7.J - Maintenance of Traffic																	
2.7.J.A - Detour Plan			1			3	2		4							10	\$351
2.7.J.B - MOT for Pedestrian/Bike			2		1	4	2		3							12	\$487
2.7.J.C - Conceptual MOT Narrative			4			6	4		2							16	\$671
2.7.J.D - MOT Coordination Discussions																0	\$0
2.7.J.E - MOT for Canoe Traffic			2			4	2									8	\$355
2.7.K - Signal Plans																0	\$0
TOTAL - 2.7 - Stage 1 Design		0	60	0	118	175	416	178	178	5	8	0	0	0	0	1136	\$42,820
2.8 - Project Management for Preliminary Engineering Phase																	
2.8.A - Meetings			36		12							24				72	\$4,008
2.8.B - General Oversight		36	72		36							36				180	\$11,070
2.8.C - Project Set Up			16													16	\$896
2.8.D - Non Routine (Soft) Items																0	\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		36	124	0	48	0	0	0	0	0	0	60	0	0	0	268	\$15,974
2.9 - Limited Review																	
2.9.A - QA/QC for Limited Review																0	\$0
TOTAL 2.9 - Limited Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total - 2 Preliminary Engineering Phase		40	253	0	350	193	670	328	227	97	392	130	146	162	44	3032	\$136,320
3 - Environmental Engineering Phase																	
3.1 - Environmental Field Studies and Refined Impacts																	
3.1.A - Phase I Cultural Resources - Archaeology			2									2		4		8	\$394
3.1.B1 - Phase II Cultural Resource History/Architecture (If Authorized)																0	\$0
3.1.B2 - Phase II Cultural Resource Archaeology (If Authorized)																0	\$0
3.1.C - Section 4(f) - Cultural (If Authorized)																0	\$0
3.1.D - Phase I Environmental Site Assessment			2									2		4		8	\$394
3.1.E - Farmland Studies												2		2		4	\$194
3.1.F - Secondary and Cumulative Review														2		2	\$88
3.1.G - Address NEPA Specific Environmental Justice Issues																0	\$0
3.1.H - Relocation Assistance Program Conceptual Survey																0	\$0
3.1.I - Biological Assessment for Federally Listed Species																0	\$0
3.1.J - Not Used																0	\$0
3.1.K - Determine Right of Way Encroachments										4						4	\$182
3.1.L - Determine Potential Right of Way from Railway																0	\$0
3.1.M - Waterway Permit (If Authorized)																0	\$0
3.1.N - Stream and Wetland Opportunities Inventory Report																0	\$0
3.1.O - Phase II Environmental Site Assessment												1	6	2		10	\$416
3.1.P - Air Quality Analyses			1													0	\$0
3.1.Q - Mussel Survey (If Authorized)																0	\$0
3.1.R - FIS Analysis, Revisions, and Coordination																0	\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		0	5	0	0	0	0	0	0	4	0	7	6	14	0	36	\$1,696
3.2 - Stage 1 Value Engineering																	
3.2.A - Value Engineering Study and Report																0	\$0
TOTAL 3.2 - Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.3 - Stage 2																	
3.3.A - Roadway																	

C-R-S		PROPOSAL LABOR SUMMARY														Version: Feb 2017			
Consultant: Stantec Consulting Services Inc.																			
Agreement No.																			
Modification No.																			
PID No. 106724																			
Proposal Date 10/16/2017 rev. 11/20/2017																			
Task Not In Scope	If-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total			
																Hours	Cost		
Task Description		\$82.25	\$58.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$85.00	\$52.75	\$36.50	\$44.00	\$35.75				
3.3.A.A - Title Sheet																	0	\$0	
3.3.A.B - Schematic																	0	\$0	
3.3.A.C - General Notes																	0	\$0	
3.3.A.D - Typical Sections																	0	\$0	
3.3.A.E - Plan and Profile - Mainline																	0	\$0	
3.3.A.F - Plan and Profile - Crossroads																	0	\$0	
3.3.A.G - Plan and profile - Ramps																	0	\$0	
3.3.A.H - Cross Sections																	0	\$0	
3.3.A.I - Intersection Details																	0	\$0	
3.3.A.J - Interchange Geometrics & Details																	0	\$0	
3.3.A.K - Limited Access Fencing Plan																	0	\$0	
3.3.B - Drainage																			
3.3.B.A - Storm Sewer Profiles																	0	\$0	
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details																	0	\$0	
3.3.B.C - Channel Relocation Details																	0	\$0	
3.3.B.D - Underdrain details																	0	\$0	
3.3.B.E - BMP Details																	0	\$0	
3.3.B.F - Temporary Drainage (MOT)																			
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans																	0	\$0	
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations																	0	\$0	
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details																	0	\$0	
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring																	0	\$0	
3.3.C - Traffic Control																			
3.3.C.A - Pavement Marking Plan																	0	\$0	
3.3.C.B - Signing Plan																	0	\$0	
3.3.D - Signals & ITS																			
3.3.D.A - Signal Plan Sheets																	0	\$0	
3.3.D.B - Interconnect Details																	0	\$0	
3.3.D.C - Systems Engineering Analysis																	0	\$0	
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets																	0	\$0	
3.3.E - Maintenance of Traffic																			
3.3.E.A - MOT General Notes																	0	\$0	
3.3.E.B - Detour Plan- Custom Guide Signs																	0	\$0	
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet																	0	\$0	
3.3.E.D - Temporary Signing Details																	0	\$0	
3.3.E.E - MOT Typical Sections																	0	\$0	
3.3.E.F - MOT Plan Sheets																	0	\$0	
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)																			
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection																	0	\$0	
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement																	0	\$0	
3.3.E.H - New Temporary Signal																			
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection																	0	\$0	
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source																	0	\$0	
3.3.E.I - Signalized Closures																	0	\$0	
3.3.E.J - MOT Coordination Discussions																	0	\$0	
3.3.E.K - MOT Constructability Coordination																	0	\$0	
3.3.E.L - Temporary Pavement Sections and Earthwork																	0	\$0	
3.3.E.M - Crossover Plan and Profile																			
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Superelevation Design & Table																	0	\$0	
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets																	0	\$0	
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets																	0	\$0	
3.3.E.N - MOT Temporary Access Details																			

C-R-S		PROPOSAL LABOR SUMMARY														Version: Feb 2017	
Consultant:		Stantec Consulting Services Inc.															
Agreement No.																	
Modification No.																	
PID No.		106724															
Proposal Date		10/16/2017 rev. 11/20/2017															
Task Not In Scope	If-Authorized Task	Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total	
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$65.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access																0	\$0
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access																0	\$0
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details																0	\$0
3.3.E.O - Miscellaneous MOT Details																0	\$0
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets																0	\$0
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing																0	\$0
3.3.E.P - PIAC/Incentive Funds Request																0	\$0
3.3.F - Lighting Plan																0	\$0
3.3.F.A - Lighting Analysis																0	\$0
3.3.F.B - Power/Circuit Layout & Details																0	\$0
3.3.F.C - Lighting Plan and Details																0	\$0
3.3.F.D - Voltage Drop Calculations																0	\$0
3.3.F.E - Power Service																0	\$0
3.3.G - Landscape Plan																0	\$0
3.3.G.A - Landscape Plan and Details																0	\$0
3.3.G.B - General Notes																0	\$0
3.3.H - Noise Wall Details																0	\$0
3.3.I - Bridge Plans (break out for each bridge separately)																0	\$0
3.3.I.A Bridge Plans																0	\$0
3.3.I.B Structure Rating																0	\$0
3.3.J - Utilities																0	\$0
3.3.J.A - Utility Coordination and Documentation																0	\$0
3.3.J.B - Water Works Plan																0	\$0
3.3.J.C - Water Works Details & Notes																0	\$0
3.3.J.D - Sanitary Sewer Plans																0	\$0
3.3.K - Geotechnical Services																0	\$0
3.3.K.A - Finalize Geotechnical Investigation and Report																0	\$0
TOTAL 3.3 - Stage2		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.4 - Right of Way Plans																	
3.4.A Conceptual Right of Way Plan Review																0	\$0
3.4.B - Preliminary Right of Way Plans																	
3.4.B.A - Legend Sheet										2	4	4				10	\$338
3.4.B.B - Centerline Survey Plat			1							5	4	12				22	\$850
3.4.B.C - Property Map			1							6	6	14				27	\$1,019
3.4.B.D - Summary of Additional Right of Way			2							8	8	26				44	\$1,729
3.4.B.E - Detailed ROW Plan Sheets			10							36	24	80				150	\$5,868
3.4.B.F - Dedication Plats / Survey Records (If Authorized)																0	\$0
3.4.B.G - Legal Descriptions and Closure Calculations										24	16	48				88	\$3,296
3.4.B.H - Right-of-Way Acquisition Estimate																0	\$0
3.4.B.I - Field Review																0	\$0
3.4.B.J - Stake Centerline at 100' intervals & control points with 3-point references																0	\$0
3.4.C - Final Right of Way Plans																	
3.4.C.A - Final Right of Way Plans																0	\$0
3.4.C.B - Field Review & Verify Property Owners																0	\$0
3.4.C.C - Record Centerline Plat and all appropriate documents																0	\$0
3.4.C.D - Set R/W Pins after acquisition (If Authorized)																0	\$0
3.4.C.E - Set Stakes During Acquisition (If Authorized)																0	\$0
TOTAL 3.4 - Right of Way Plans		0	14	0	0	0	0	81	62	184	0	0	0	0	0	341	\$13,099
3.5 - Prepare Environmental Document																	
3.5.A - Prepare Environmental Document																	
TOTAL 3.5 - Prepare Environmental Document		0	8	0	2	2	0	0	0	0	0	16	8	80	16	132	\$5,884
3.6 - Environmental Commitments and Plan Notes																	
3.6.A - Environmental Commitment Plan Notes																	
TOTAL 3.6 - Environmental Commitments and Plan Notes		0	2	0	0	2	0	0	0	0	0	2	0	0	0	6	\$305

C-R-S		PROPOSAL LABOR SUMMARY														Version: Feb 2017				
Consultant: Startec Consulting Services Inc.																				
Agreement No.																				
Modification No.																				
PID No. 106724																				
Proposal Date 10/16/2017 rev. 11/20/2017																				
Task Not In Scope	If-Authorized Task																			
		Principal	Project Mgr / Sr Roadway Engr	Traffic Engr	Sr Structural Engr	Engineer II	Engineer I	Sr. Technician	Technician	Prof. Surveyor	Survey Crew (2-man)	Env. Mgr	Env. Scientist	Planner	GIS/Graphic Designer	Total				
Task Description		\$82.25	\$56.00	\$49.00	\$60.50	\$43.50	\$34.50	\$30.50	\$23.75	\$45.50	\$65.00	\$52.75	\$36.50	\$44.00	\$35.75	Hours	Cost			
3.7 - Final Mitigation Plans Coordination																				
3.7.A - Mitigation for Cultural Resources																				
3.7.B - Mitigation for Streams																				
3.7.C - Mitigation for Wetlands																				
3.7.D - Mitigation Plan for Other Features																				
TOTAL 3.7 - Final Mitigation Plans Coordination		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone																				
3.8.A - Roadway/Interchange Costs																				
3.8.B - Structures Costs																				
3.8.C - Utility Costs																				
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.9 - Project Management for Environmental Engineering Phase																				
3.9.A - Meetings																				
3.9.B - General Oversight																				
3.9.C - Project Set Up																				
3.9.D - Non Routine (Soft) Items																				
TOTAL 3.9 - Project Management for Environmental Engineering Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.10 - Limited Review																				
3.10.A - QA/QC for Limited Review																				
TOTAL 3.10 - Limited Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total - 3 Environmental Engineering Phase		0	29	0	2	4	0	81	62	185	0	25	14	94	16	515			\$20,954	
4 - Final Engineering and R/W Phase																				
TOTAL - Final Engineering Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5 - Construction Phase																				
TOTAL - Construction Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS		40	289	16	352	197	670	409	289	285	392	160	160	270	66	3595			\$159,544	
IF-AUTHORIZED TASKS:																				
2.2.G - Noise Analysis (If Authorized)			2			4						4	95		4	110			\$4,144	
2.3.H.G - Evaluate aesthetic options (If Authorized)			2		18											20			\$1,201	
2.6.A - Public Involvement / Coordination (If Authorized)			48		8	8						48			64	176			\$8,340	
2.6.B - Graphic Rendering (If Authorized)			14		6										80	100			\$4,007	
3.1.B1 - Phase II Cultural Resource - History/Architecture (If Authorized)			2									2		4		8			\$394	
3.1.B2 - Phase II Cultural Resource - Archaeology (If Authorized)			2									2		4		8			\$394	
3.1.C - Section 4(f) - Cultural (If Authorized)			4					12	26	40		24	4	40	8	78			\$2,804	
3.4.B.F - Dedication Plats / Survey Records (If Authorized)																				
TOTAL IF-AUTHORIZED PARTS		0	74	0	32	12	0	12	26	40	0	80	100	48	156	580			\$24,965	
GRAND TOTAL		40	363	16	384	209	670	421	315	325	392	240	260	318	222	4175			\$184,508	

C-R-S	KING AVE	DIRECT COSTS										Version Feb 2017
Consultant:	Stantec Consulting Services Inc.											
Agreement No.	0											
Modification No.	0											
PID No.	106724											
Proposal Date	10/16/2017 rev. 11/20/2017											
Task Not In Scope	If-Authorized Task	Vehicle Mileage	Printing: Exhibit Board	Postage	Database Search	Courthouse Research	Printing: Plan Sets	Survey Supplies	Direct Cost 8	Direct Cost 9	Total	
Task Description	Unit Cost:	\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00				
AUTHORIZED TASKS:												
1 - Planning Phase												
		Mile	Each	Each	Lump	Units	Units	Units	Units	Units		\$
1.1 - Project Start-up												
1.1.A - Planning and Programming												\$0
1.1.B - STIP/TIP												\$0
1.1.C - Internal Meeting with Project Sponsor and ODOT staff												\$0
TOTAL 1.1 - Project Start-up		0	0	0	0	0	0	0	0	0	0	\$0
1.2 - Project Initiation Package												
1.2.A - Define Study Area and Logical Termini												\$0
1.2.B - Conduct Field Review (walk through)												\$0
1.2.C - Identify Discipline Specific Issues for Project Initiation Package												
1.2.C.A - Identify Design Issues												\$0
1.2.C.B - Identify Geotechnical Issues												\$0
1.2.C.C - Identify Environmental Issues												\$0
1.2.C.D - Identify Utility Issues												\$0
1.2.C.E - ITS (Traffic Surveillance) Project Determination												\$0
1.2.C.F - Transportation and Land Use Plans												\$0
1.2.C.G - Identify Safety Priorities												\$0
1.2.D - Project Initiation Package Preparation and Submittal												\$0
1.2.E - Aerial/Base Mapping Coordination with ODOT												\$0
1.2.F - Concept, Scope and Budget Estimates												\$0
TOTAL 1.2 - Project Initiation Package		0	0	0	0	0	0	0	0	0	0	\$0
1.3 - Existing Data, Research and Analysis												
1.3.A - Not Used												\$0
1.3.B - Crash Analysis												\$0
1.3.C - Traffic Counts												
1.3.C.A - Turning Movement Counts at Intersections - No Build												\$0
1.3.C.B - Machine Counts on Roadways and Ramps - No Build												\$0
1.3.D - Planning Level Traffic - No Build Condition												\$0
1.3.E - Certified Traffic - No Build Condition												\$0
1.3.F - Capacity Analysis - No Build Condition												\$0
1.3.G - Safety Analysis - No Build Condition												\$0
1.3.H - Develop Purpose & Need (For Feasibility Study and CE)												\$0
TOTAL 1.3 - Existing Data, Research and Analysis		0	0	0	0	0	0	0	0	0	0	\$0
1.4 - Stakeholder Involvement and Public Involvement Plan												
1.4.A - Public Involvement Plan (Update)												\$0
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		0	0	0	0	0	0	0	0	0	0	\$0
1.5 - Project Management for Planning Phase												
1.5.A - Meetings												\$0
1.5.B - General Oversight												\$0
1.5.C - Project Set Up												\$0
1.5.D - Non Routine (Soft) Items												\$0
TOTAL 1.5 - Project Management for Planning Phase		0	0	0	0	0	0	0	0	0	0	\$0
1.6 - Limited Review												
1.6.A - QA/QC for Limited Review												\$0
TOTAL 1.6 - Limited Review		0	0	0	0	0	0	0	0	0	0	\$0
TOTAL 1 - Planning Phase		0	0	0	0	0	0	0	0	0	0	\$0
2 - Preliminary Engineering Phase												
2.1 - Develop Preliminary Alternatives												
2.1.A - Prepare and Complete Feasibility Study Report												

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Consultant:		Stantec Consulting Services Inc.											
Agreement No.		0											
Modification No.		0											
PID No.		106724											
Proposal Date		10/16/2017 rev. 11/20/2017											
Task Not In Scope	If-Authorized Task			Vehicle Mileage	Printing: Exhibit Board	Postage	Database Search	Courthouse Research	Printing: Plan Sets	Survey Supplies	Direct Cost 8	Direct Cost 9	Total
Task Description	Unit Cost:	\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00					
2.1.A.A - Planning Level Traffic for Build Alternative													\$0
2.1.A.B - Certified Traffic - Build Alternative													\$0
2.1.A.C - Capacity Analysis Build Alternative													\$0
2.1.A.D - Safety Analysis for Build Alternative													\$0
2.1.A.E - Field Survey and Aerial Mapping - Planning Level													\$0
2.1.A.F - Typical Section													\$0
2.1.A.G - Preliminary Alignment and Profile													\$0
2.1.A.H - Cross-Sections													\$0
2.1.A.I - Mapping													\$0
2.1.A.J - Stakeholder Public Involvement													\$0
2.1.A.K - Not Used													\$0
2.1.A.L - Not Used													\$0
2.1.A.M - Not Used													\$0
2.1.A.N - Prepare Feasibility Study													\$0
TOTAL 2.1 - Develop Preliminary Alternatives		0	0	0	0	0	0	0	0	0	0	0	\$0
2.2 - Perform Environmental Field Studies													
2.2.A - Property Owner Notification													\$0
2.2.B - Section 106 (Cultural Resources) Scoping Request													\$0
2.2.C - Ecological Survey Report		60											\$31
2.2.D - Environmental Site Assessment Screening		30											\$16
2.2.E - Social and Economic Resources													\$0
2.2.F - 4(f)/6(f) Determinations - Recreation													\$0
2.2.G - Noise Analysis (If Authorized)													\$0
2.2.H - Noise Analysis - Public Involvement													\$0
2.2.I - Phase I Cultural Resources - History/Architecture													\$0
TOTAL 2.2 - Perform Environmental Field Studies		90	0	0	0	0	0	0	0	0	0	0	\$47
2.3 - AER Design													
2.3.A - Field Survey and Aerial Mapping													
2.3.A.A - Project Control, Benchmarks, and Reference Points		120								2			\$162
2.3.A.B - Monumentation recovery		230						1					\$170
2.3.A.C - Base Mapping (incl. field verify.)		330								1			\$222
2.3.A.D - Drainage Survey (stream cross sections)		60											\$31
2.3.A.E - Bridge Survey		30											\$16
2.3.A.F - Establish property lines, tax id, & ownerships on base map													\$0
2.3.A.G - Property Owner Notification													\$0
2.3.B - Roadway													
2.3.B.A - Design Criteria													\$0
2.3.B.B - Conceptual Typical Sections													\$0
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline													\$0
2.3.B.D - Plan and Profile - Crossroads													\$0
2.3.B.E - Plan and Profile - Ramps													\$0
2.3.B.F - Conceptual cross sections													\$0
2.3.B.G - Interchange Geometrics													\$0
2.3.B.H - Analyze Drive locations													\$0
2.3.B.I - Identify Construction Limits													\$0
2.3.B.J - Preliminary Pavement Design													\$0
2.3.C - Drainage													
2.3.C.A - Drainage Design Criteria Forms (LD-35)													\$0
2.3.C.B - LD-33 Form (Contact County Engineer)													\$0
2.3.C.C - Hydraulically size all major storm sewer trunk lines													\$0
2.3.C.D - Perform preliminary hydraulic analysis for culverts													\$0
2.3.C.E - Conceptual BMP													\$0
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation													\$0
2.3.D - Traffic Control													
2.3.D.A - Documentation of Proprietary Bid Justification - Signals													\$0
2.3.D.B - Documentation of Proprietary Bid Justification - Lighting													\$0
2.3.D.C - Documentation of alternate bid considerations for signal equipment													\$0
2.3.D.D - Documentation of alternate bid considerations for lighting equipment													\$0
2.3.E - Signals & ITS													

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Task Not In Scope		If-Authorized Task		Vehicle Mileage	Printing: Exhibit Board	Postage	Database Search	Courthouse Research	Printing: Plan Sets	Survey Supplies	Direct Cost 8	Direct Cost 9	Total
Task Description		Unit Cost:		\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00			
2.3.E.A - Signal Warrant Analysis													\$0
2.3.E.B - CFR 940 Documentation													\$0
2.3.E.C - Railroad Coordination - Signals													\$0
2.3.E.D - ITS (Traffic Surveillance Impact Analysis)													\$0
2.3.F - Maintenance of Traffic													
2.3.F.A - MOTEC Request													
2.3.F.A.1 - MOTEC Request - Report Preparation													\$0
2.3.F.A.2 - MOTEC Request - Report Graphics													\$0
2.3.F.A.3 - MOTEC Request - Traffic Counts													\$0
2.3.F.A.4 - MOTEC Request - Modeling - Queue Analysis													\$0
2.3.F.A.5 - MOTEC Request - Modeling - HCS													\$0
2.3.F.A.6 - MOTEC Request - Modeling - Select Link Analysis													\$0
2.3.F.A.7 - MOTEC Request - Geometric Analysis for Temporary Traffic													\$0
2.3.F.A.8 - MOTEC Request - Cost Estimate													\$0
2.3.F.B - MOTAA													
2.3.F.B.1 - MOTAA - Report													\$0
2.3.F.B.2 - MOTAA - Conceptual MOT Plan													\$0
2.3.F.B.3 - MOTAA - Construction Cost													\$0
2.3.F.B.4 - MOTAA - Construction Schedule/Duration													\$0
2.3.F.B.5 - MOTAA - Detour Route Investigation													\$0
2.3.F.B.6 - MOTAA - Modeling - Queue Analysis													\$0
2.3.F.B.7 - MOTAA - Modeling - HCS													\$0
2.3.F.B.8 - MOTAA - Modeling - Select Link Analysis													\$0
2.3.F.C - Conceptual MOT Plan (Without MOTAA)													\$0
2.3.G - Utilities													
2.3.G.A - Utility Coordination and Documentation													\$0
2.3.G.B - Subsurface Utility Engineering													\$0
2.3.H - Miscellaneous													
2.3.H.A - Identify and coordinate impacts on FEMA flood zones													\$0
2.3.H.B - Determine permissible location for waste and borrow													\$0
2.3.H.C - Determine potential locations for retaining walls													\$0
2.3.H.D - Determine Lighting needs - investigate warrants													\$0
2.3.H.E - Identify potential total take parcels													\$0
2.3.H.F - Railroad Coordination													\$0
2.3.H.G - Evaluate aesthetic options (If Authorized)													\$0
2.3.H.H - Value Engineering													\$0
2.3.H.I - Determine need for Design Exception													\$0
TOTAL 2.3 - AER Design				770	0	0	0	1	0	3	0	0	\$600
2.4 - Prepare Cost Estimates													
2.4.A - Roadway/Interchange Costs													\$0
2.4.B - Right of Way Costs													\$0
2.4.C - Utility													\$0
TOTAL 2.4 - Prepare Cost Estimates				0	0	0	0	0	0	0	0	0	\$0
2.5 - AER Submittal and Other Studies													
2.5.A - Prepare Alternative Evaluation Report													\$0
2.5.B - Not Used													\$0
2.5.C - Prepare Access Point Request (IMS/IJS or IOS)													\$0
2.5.D - Structures													
2.5.D.A.1 - Bridge Structure Type Study (Bridge over Little Miami River)													\$0
2.5.D.A.2 - Bridge Structure Type Study (Bridge over LMR Bike Trail)													\$0
2.5.D.B - Perform Bridge Hydrology Analysis													\$0
2.5.D.C - Perform bridge hydraulic study and scour analysis													\$0
2.5.E - Retaining wall justification													\$0
TOTAL 2.5 - AER Submittal and Other Studies				0	0	0	0	0	0	0	0	0	\$0
2.6 - Public Involvement/Coordination													
2.6.A - Public Involvement / Coordination (If Authorized)													\$0
2.6.B - Graphic Rendering (If Authorized)													\$0
TOTAL 2.6 - Public Involvement/Coordination				0	0	0	0	0	0	0	0	0	\$0

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Task Not In Scope	If-Authorized Task			Vehicle Mileage	Printing: Exhibit Board	Postage	Database Search	Courthouse Research	Printing: Plan Sets	Survey Supplies	Direct Cost 8	Direct Cost 9	Total
Task Description		Unit Cost:	\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00				
2.7 - Stage 1 Design													
2.7.A - Roadway													
2.7.A.A - Title Sheet													\$0
2.7.A.B - General Notes													\$0
2.7.A.C - Schematic Plan													\$0
2.7.A.D - Typical Sections													\$0
2.7.A.E - Cross Sections													\$0
2.7.A.F - Plan and Profile - Mainline													\$0
2.7.A.G - Plan and Profile - Crossroads													\$0
2.7.A.H - Plan and Profile - Ramps													\$0
2.7.A.I - Superelevation Table													\$0
2.7.A.J - Intersection Details													\$0
2.7.A.K - Update Interchange Geometrics & Details													\$0
2.7.A.L - Driveway Details													\$0
2.7.A.M - Design Exception Request													\$0
2.7.A.N - Traffic Control													\$0
2.7.A.O - Limited Access Fencing Plan													\$0
2.7.A.P - ITS Traffic Surveillance													\$0
2.7.A.Q - Little Miami Shared Use Trail Realignment													\$0
2.7.A.R - Pedestrian Path Switchback Connection													\$0
2.7.A.S - Trailhead Parking Lot Plan													\$0
2.7.B - Drainage													
2.7.B.A - Storm Sewer Profiles													\$0
2.7.B.B - Culvert Detail Sheet													\$0
2.7.B.C - Channel Restoration Details													\$0
2.7.B.D - Drainage Calculations													\$0
2.7.B.E - BMP Design													\$0
2.7.C - Utilities													
2.7.C.A - Utility Coordination and Documentation								1					\$100
2.7.C.B - Description of proposed water and/or sewer work													\$0
2.7.C.C - Subsurface Utility Engineering (SUE)													\$0
2.7.C.D - Add Utilities to Plan/Profile Sheets													\$0
2.7.D - Geotechnical Services													
2.7.D.A - Geotechnical Services and Report			60							1			\$81
2.7.E - Retaining Wall Plans													
2.7.F - Structures - Design Report													
2.7.F.A.1 - Bridge Design Report (Bridge over Little Miami River)													\$0
2.7.F.A.2 - Bridge Design Report (Bridge over LMR Bike Trail)													\$0
2.7.F.B.1 - Final Structure Site Plan (Bridge over Little Miami River)													\$0
2.7.F.B.2 - Final Structure Site Plan (Bridge over LMR Bike Trail)													\$0
2.7.F.C - Supplemental Site Plan for Railroad Crossing													\$0
2.7.G - Miscellaneous													
2.7.G.A - Perform Airway/Highway clearance analysis													\$0
2.7.G.B - Service Road Justification													\$0
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements													\$0
2.7.G.D - Prepare Pedestrian Overpass Justification													\$0
2.7.G.E - RR Coordination													\$0
2.7.G.F - ITS - Systems Engineering Analysis													\$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones													
2.7.H.A - Roadway/Interchange Costs													\$0
2.7.H.B - Right of Way													\$0
2.7.H.C - Utility Costs													\$0
2.7.I - Lighting Plans													
2.7.J - Maintenance of Traffic													
2.7.J.A - Detour Plan													\$0
2.7.J.B - MOT for Pedestrian/Bike													\$0
2.7.J.C - Conceptual MOT Narrative													\$0
2.7.J.D - MOT Coordination Discussions													\$0
2.7.J.E - MOT for Canoe Traffic													\$0
2.7.K - Signal Plans													
TOTAL - 2.7 - Stage 1 Design			60	0	0	0	0	0	1	1	0	0	\$181
2.8 - Project Management for Preliminary Engineering Phase													
2.8.A - Meetings			240										\$125

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Task Description		Unit Cost:											
2.8.B - General Oversight		\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00					\$0
2.8.C - Project Set Up													\$0
2.8.D - Non Routine (Soft) Items													\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase				240	0	0	0	0	0	0	0	0	\$125
2.9 - Limited Review													
2.9.A - QA/QC for Limited Review													\$0
TOTAL 2.9 - Limited Review				0	0	0	0	0	0	0	0	0	\$0
Total - 2 Preliminary Engineering Phase				1160	0	0	0	1	1	4	0	0	\$953
3 - Environmental Engineering Phase													
3.1 - Environmental Field Studies and Refined Impacts													
3.1.A - Phase I Cultural Resources - Archaeology													\$0
3.1.B1 - Phase II Cultural Resource History/Architecture (If Authorized)													\$0
3.1.B2 - Phase II Cultural Resource Archaeology (If Authorized)													\$0
3.1.C - Section 4(f) - Cultural (If Authorized)													\$0
3.1.D - Phase I Environmental Site Assessment													\$0
3.1.E - Farmland Studies													\$0
3.1.F - Secondary and Cumulative Review													\$0
3.1.G - Address NEPA Specific Environmental Justice Issues													\$0
3.1.H - Relocation Assistance Program Conceptual Survey													\$0
3.1.I - Biological Assessment for Federally Listed Species													\$0
3.1.J - Not Used													\$0
3.1.K - Determine Right of Way Encroachments													\$0
3.1.L - Determine Potential Right of Way from Railway													\$0
3.1.M - Waterway Permit (If Authorized)													\$0
3.1.N - Stream and Wetland Opportunities Inventory Report													\$0
3.1.O - Phase II Environmental Site Assessment													\$0
3.1.P - Air Quality Analyses													\$0
3.1.Q - Mussel Survey (If Authorized)													\$0
3.1.R - FIS Analysis, Revisions, and Coordination													\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts				0	0	0	0	0	0	0	0	0	\$0
3.2 - Stage 1 Value Engineering													
3.2.A - Value Engineering Study and Report													\$0
TOTAL 3.2 - Stage 1 Value Engineering				0	0	0	0	0	0	0	0	0	\$0
3.3 - Stage2													
3.3.A - Roadway													
3.3.A.A - Title Sheet													\$0
3.3.A.B - Schematic													\$0
3.3.A.C - General Notes													\$0
3.3.A.D - Typical Sections													\$0
3.3.A.E - Plan and Profile - Mainline													\$0
3.3.A.F - Plan and Profile - Crossroads													\$0
3.3.A.G - Plan and profile - Ramps													\$0
3.3.A.H - Cross Sections													\$0
3.3.A.I - Intersection Details													\$0
3.3.A.J - Interchange Geometrics & Details													\$0
3.3.A.K - Limited Access Fencing Plan													\$0
3.3.B - Drainage													
3.3.B.A - Storm Sewer Profiles													\$0
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details													\$0
3.3.B.C - Channel Relocation Details													\$0
3.3.B.D - Underdrain details													\$0
3.3.B.E - BMP Details													\$0
3.3.B.F - Temporary Drainage (MOT)													\$0
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans													\$0

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Task Description	Unit Cost:			\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00			
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations													\$0
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details													\$0
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring													\$0
3.3.C - Traffic Control													
3.3.C.A - Pavement Marking Plan													\$0
3.3.C.B - Signing Plan													\$0
3.3.D - Signals & ITS													
3.3.D.A - Signal Plan Sheets													\$0
3.3.D.B - Interconnect Details													\$0
3.3.D.C - Systems Engineering Analysis													\$0
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets													\$0
3.3.E - Maintenance of Traffic													
3.3.E.A - MOT General Notes													\$0
3.3.E.B - Detour Plan- Custom Guide Signs													\$0
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet													\$0
3.3.E.D - Temporary Signing Details													\$0
3.3.E.E - MOT Typical Sections													\$0
3.3.E.F - MOT Plan Sheets													\$0
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)													
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection													\$0
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement													\$0
3.3.E.H - New Temporary Signal													
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection													\$0
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source													\$0
3.3.E.I - Signalized Closures													\$0
3.3.E.J - MOT Coordination Discussions													\$0
3.3.E.K - MOT Constructability Coordination													\$0
3.3.E.L - Temporary Pavement Sections and Earthwork													\$0
3.3.E.M - Crossover Plan and Profile													
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Super-elevation Design & Table													\$0
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets													\$0
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets													\$0
3.3.E.N - MOT Temporary Access Details													
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access													\$0
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access													\$0
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details													\$0
3.3.E.O - Miscellaneous MOT Details													
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets													\$0
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing													\$0
3.3.E.P - PIAC/Incentive Funds Request													\$0
3.3.F - Lighting Plan													
3.3.F.A - Lighting Analysis													\$0
3.3.F.B - Power/Circuit Layout & Details													\$0
3.3.F.C - Lighting Plan and Details													\$0
3.3.F.D - Voltage Drop Calculations													\$0
3.3.F.E - Power Service													\$0
3.3.G - Landscape Plan													
3.3.G.A - Landscape Plan and Details													\$0
3.3.G.B - General Notes													\$0
3.3.H - Noise Wall Details													\$0
3.3.I - Bridge Plans (break out for each bridge separately)													
3.3.I.A Bridge Plans													\$0
3.3.I.B Structure Rating													\$0
3.3.J - Utilities													
3.3.J.A - Utility Coordination and Documentation													\$0

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Task Description		Unit Cost:		\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00			
3.3.J.B - Water Works Plan													\$0
3.3.J.C - Water Works Details & Notes													\$0
3.3.J.D - Sanitary Sewer Plans													\$0
3.3.K - Geotechnical Services													
3.3.K.A - Finalize Geotechnical Investigation and Report													\$0
TOTAL 3.3 - Stage2		0		0	0	0	0	0	0	0	0	0	\$0
3.4 - Right of Way Plans													
3.4.A Conceptual Right of Way Plan Review													\$0
3.4.B - Preliminary Right of Way Plans													
3.4.B.A - Legend Sheet													\$0
3.4.B.B - Centerline Survey Plat													\$0
3.4.B.C - Property Map													\$0
3.4.B.D - Summary of Additional Right of Way													\$0
3.4.B.E - Detailed ROW Plan Sheets													\$0
3.4.B.F - Dedication Plats / Survey Records (If Authorized)													\$0
3.4.B.G - Legal Descriptions and Closure Calculations													\$0
3.4.B.H - Right-of-Way Acquisition Estimate													\$0
3.4.B.I - Field Review													\$0
3.4.B.J - Stake Centerline at 100' intervals & control points with 3-point references													\$0
3.4.C - Final Right of Way Plans													
3.4.C.A - Final Right of Way Plans													\$0
3.4.C.B - Field Review & Verify Property Owners													\$0
3.4.C.C - Record Centerline Plat and all appropriate documents													\$0
3.4.C.D - Set R/W Pins after acquisition (If Authorized)													\$0
3.4.C.E - Set Stakes During Acquisition (If Authorized)													\$0
TOTAL 3.4 - Right of Way Plans		0		0	0	0	0	0	0	0	0	0	\$0
3.5 - Prepare Environmental Document													
3.5.A - Prepare Environmental Document													\$0
TOTAL 3.5 - Prepare Environmental Document		0		0	0	0	0	0	0	0	0	0	\$0
3.6 - Environmental Commitments and Plan Notes													
3.6.A - Environmental Commitment Plan Notes													\$0
TOTAL 3.6 - Environmental Commitments and Plan Notes		0		0	0	0	0	0	0	0	0	0	\$0
3.7 - Final Mitigation Plans Coordination													
3.7.A - Mitigation for Cultural Resources													\$0
3.7.B - Mitigation for Streams													\$0
3.7.C - Mitigation for Wetlands													\$0
3.7.D - Mitigation Plan for Other Features													\$0
TOTAL 3.7 - Final Mitigation Plans Coordination		0		0	0	0	0	0	0	0	0	0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone													
3.8.A - Roadway/Interchange Costs													\$0
3.8.B - Structures Costs													\$0
3.8.C - Utility Costs													\$0
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		0		0	0	0	0	0	0	0	0	0	\$0
3.9 - Project Management for Environmental Engineering Phase													
3.9.A - Meetings													\$0
3.9.B - General Oversight													\$0
3.9.C - Project Set Up													\$0
3.9.D - Non Routine (Soft) Items													\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase		0		0	0	0	0	0	0	0	0	0	\$0
3.10 - Limited Review													
3.10.A - QA/QC for Limited Review													\$0
TOTAL 3.10 - Limited Review		0		0	0	0	0	0	0	0	0	0	\$0
Total - 3 Environmental Engineering Phase		0		0	0	0	0	0	0	0	0	0	\$0

C-R-S		KING AVE		DIRECT COSTS							Version Feb 2017		
Consultant:	Stantec Consulting Services Inc.			Vehicle Mileage	Printing: Exhibit Board	Postage	Database Search	Courthouse Research	Printing: Plan Sets	Survey Supplies	Direct Cost 8	Direct Cost 9	Total
Agreement No.	0												
Modification No.	0												
PID No.	106724												
Proposal Date	10/16/2017 rev. 11/20/2017												
Task Not In Scope	If-Authorized Task												
Task Description	Unit Cost:	\$0.52	\$100.00	\$0.49	\$600.00	\$50.00	\$100.00	\$50.00					
4 - Final Engineering and R/W Phase													
TOTAL - Final Engineering Phase													
		0	0	0	0	0	0	0	0	0	0	0	\$0
5 - Construction Phase													
TOTAL - Construction Phase													
		0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS													
		1160	0	0	0	1	1	4	0	0			\$953
IF-AUTHORIZED TASKS:													
2.2.G - Noise Analysis (If Authorized)		30											\$16
2.3.H.G - Evaluate aesthetic options (If Authorized)		30											\$16
2.6.A - Public Involvement / Coordination (If Authorized)		30	5										\$516
2.6.B - Graphic Rendering (If Authorized)		30											\$16
3.1.B1 - Phase II Cultural Resource - History/Architecture (If Authorized)													\$0
3.1.B2 - Phase II Cultural Resource - Archaeology (If Authorized)													\$0
3.1.C - Section 4(f) - Cultural (If Authorized)													\$0
3.4.B.F - Dedication Plats / Survey Records (If Authorized)													\$0
TOTAL IF-AUTHORIZED PARTS													
		120	5	0	0	0	0	0	0	0	0	0	\$562
GRAND TOTAL													
		1280	5	0	0	1	1	4	0	0			\$1,516

To:	Steve Shadix	From:	Eric Kistner
	Cincinnati, Ohio		Cincinnati, Ohio
File:	175582017	Date:	November 14, 2017

**Reference: Geotechnical Cost Proposal
King Avenue Bridge over Little Miami River
PID No. 106724**

This cost proposal is based on preliminary plans for the preferred alternative dated September 2017 and the Ohio Department of Transportation (ODOT) Specifications for Geotechnical Explorations (SGE). The alignment is approximately 0.4 miles long. The proposed improvements include a replacement of the King Avenue Bridge over Little Miami River, improved approaches to the bridge, a culvert through the forward approach embankment for the Little Miami Scenic Trail, a retaining wall adjacent to the forward approach, and a new culvert near the upstation end of project.

The geotechnical exploration will be performed in accordance with the ODOT Specifications for Geotechnical Explorations (SGE). A total of 27 borings are estimated for the project. The borings consist of the following boring types:

Bridge (ODOT Type E1) – Borings will be advanced at each substructure location for the proposed bridge replacement. Disturbed and undisturbed sampling will be performed at 2.5-foot intervals to a depth of 30 feet and at 5-foot intervals until bedrock is encountered. It is estimated that bedrock will be 50 feet deep in the bridge borings. Approximately 10 feet of bedrock will be cored.

Subgrade (ODOT Type A) – Where new or widened existing roadway alignments are planned, borings will be extended 6 feet below the top of proposed subgrade. Continuous disturbed standard penetration test (SPT) sampling will be performed for subsequent ODOT Geotechnical Bulletin 1 (GB1) subgrade stabilization analysis. It was assumed that the borings would be a minimum of 7 feet deep, with the upper foot accounting for drilling through pavement or other surface materials. Existing pavement materials will be measured in the borehole if applicable.

Cut Stability (ODOT Type B2) – A boring is planned for the cut slope left of centerline near the beginning of the project. An accompanying centerline boring will also be advanced. The cut is approximately 18 feet tall and may consist of both soil and bedrock. The borings will be advanced to depths of 25 feet with SPT sampling performed at 2.5-foot intervals. Rock coring will be performed if necessary to reach the depth of 25 feet.

Sidehill Fill (ODOT Type B3) – A sidehill fill situation is planned with the critical cross section at about Station 902+50, where the fill slope is about 35 feet tall right of centerline. A boring will be advanced on centerline with another boring near the proposed toe of slope at this location. The depth of the borings is planned to be 25 feet, with disturbed and undisturbed sampling performed at 2.5-foot intervals.

Embankment Foundation (ODOT Type B1) – From approximately Station 903+00 to 906+00 (rear abutment of the bridge), an embankment with a maximum height of about 30 feet is planned. A cross section of borings will be advanced at Station 905+00 to evaluate the foundation soils for this

Design with community in mind

**Reference: Geotechnical Cost Proposal
King Avenue Bridge over Little Miami River
PID No. 106724**

embankment. These borings will be advanced to depths of 30 feet with disturbed and undisturbed sampling at 2.5-foot intervals.

Culverts (ODOT Type E2c) – Borings will be advanced near the proposed inlets and outlets for two culverts on the southeast side of the bridge, one being for the grade separation at the Little Miami Scenic Trail. These borings are required to extend to a minimum depth of 30 feet below the proposed invert, 20 feet into material exhibiting SPT N-value of 20 or more, or bedrock. It is anticipated that bedrock will be encountered in these borings. Boring depths have been estimated at 30 to 45 feet deep with SPT sampling performed at 2.5-foot intervals.

Retaining Wall (ODOT Type E3c) – A retaining wall is proposed left of centerline from Station 914+00 to 918+50. The retaining wall will be a cut wall that utilizes top-down construction techniques and anchors extending behind the wall into bedrock. It has a proposed maximum height of about 35 feet. Disturbed and undisturbed samples will be obtained at 2.5-foot intervals from these borings that are advanced both along the wall alignment and about 20 feet left of the wall alignment, within the potential anchorage zone.

A table and plan sheets showing the proposed boring locations are attached. The exact locations of the borings may be altered in the field due to underground and overhead utility locations and drilling access.

Groundwater will be checked in the boreholes during drilling and after completion of drilling. Sealing of the boreholes with auger cuttings or cement-bentonite grout will be performed based on the groundwater conditions according to the SGE. For borings advanced within existing pavement, the surfaces will be repaired with asphalt cold patch. The following assumptions have been made in developing this proposal:

- At least two borings and as many as six borings will be advanced within the existing King Avenue. A quote from Area Wide Protective Services to perform lane closure and flagging during this work is attached. It is estimated that a maximum of two days would be needed to complete these borings within the existing road.
- A bulldozer to perform clearing and levelling will be necessary to access the borings located in wooded and steep areas both northwest and southeast of the bridge. Care will be taken to avoid the removal of large trees by using a small bulldozer and small tracked drill rigs.
- It has been assumed that boring locations can be cleared for underground utilities by the Ohio Utility Protective Service (OUPS) markings and that hydro-excavation will not be necessary.

After drilling, the samples will be transported to Stantec's materials testing laboratory. The SPT samples will be tested for moisture content, and samples from representative horizons will be subjected to particle size (sieve and hydrometer) and Atterberg limit testing. One sample from each subgrade boring will be subjected to sulfate content testing to identify potentially expansive



November 14, 2017
Steve Shadix
Page 3 of 3

**Reference: Geotechnical Cost Proposal
King Avenue Bridge over Little Miami River
PID No. 106724**

soils. Selected undisturbed tube samples will be subjected to unit weight, unconsolidated-undrained (UU) and consolidated-undrained (CU) triaxial compression tests, and one-dimensional consolidation tests. Samples of rock core will be subjected to unconfined compressive strength and slake durability testing.

Engineering analyses will consist of slope stability analyses for the cut and embankment slopes, pile capacity analyses for the bridge foundations, retaining wall analyses, bearing capacity for the culverts, and subgrade stabilization.

Stantec will prepare a report that provides recommendations for design and construction of the project. A draft report will be submitted to allow for review by ODOT. A final report will be submitted after addressing review comments.

A tabulation of the cost derivation is attached along with a boring summary and layout. The cost of the project per foot of drilling (\$159/foot) slightly exceeds the typical cost range for projects over 500 feet of drilling due to the anticipated wide range of engineering analyses required along the relatively short alignment and necessary use of a bulldozer to access many of the boring locations.

Respectfully,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Eric M. Kistner".

Eric M. Kistner, PE
Project Manager
Phone: (513) 842-8213
Fax: (513) 842-8250
Eric.Kistner@stantec.com

Attachment: Cost Proposal
Traffic Control Daily Rate Quote
Boring Summary
Plan Sheets Showing Boring Locations



OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL
for the
GEOTECHNICAL EXPLORATION

King Ave. over Little Miami River

106724

Project length of 0.4 miles includes bridge replacement over the Little Miami River (Bridge #282-0.97), improved approaches, one retaining wall, two culverts, and a parking lot.

Stantec Consulting Services Inc.

Prepared By: Eric M. Kistner, PE

Date prepared: November 14, 2017

Eric M. Kistner, PE
Stantec Consulting Services Inc.
11687 Lebanon Road
Cincinnati, Ohio 45241
513-842-8213
Eric.Kistner@stantec.com

GEOTECHNICAL EXPLORATION PROPOSAL		COST SUMMARY	
C/R/S :	King Ave. over Little Miami River	Overhead Percentage =	160.40%
PID NO.:	106724	ODOT Statewide Percentage for Net Fee =	152.83%
CONSULTANT:	Stantec Consulting Services Inc.	Net Fee Percentage =	10.00%
DATE:	November 14, 2017	Cost of Money =	0.34%

Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$40.81	21	\$857	\$1,375	\$3			\$217	\$2,452	
Field Reconnaissance	\$44.29	17	\$753	\$1,208	\$3			\$190	\$2,154	
Exploration Plan	\$46.71	21	\$981	\$1,574	\$3	\$55	\$0	\$248	\$2,861	
Subtotal	\$43.92	59	\$2,591	\$4,157	\$9	\$55	\$0	\$655	\$7,467	6%
	Avg. Rate									
FIELD COORDINATION										
Field Coordination	\$32.73	74	\$2,422	\$3,885	\$8	\$9,473		\$612	\$16,400	13%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	\$32.73	74	\$2,422	\$3,885	\$8	\$9,473		\$612	\$16,400	
	Avg. Rate									
FIELD EXPLORATION										
Subtotal							\$0		\$31,007	25%
LABORATORY TESTING										
Subtotal							\$0		\$26,003	21%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	\$32.50	116	\$3,770	\$6,047	\$13	\$500	\$0	\$953	\$11,283	
Bridge	\$35.03	138	\$4,834	\$7,754	\$16		\$0	\$1,222	\$13,826	
Retaining Wall	\$33.84	138	\$4,670	\$7,491	\$16		\$0	\$1,181	\$13,358	
Culverts	\$37.09	68	\$2,522	\$4,045	\$9		\$0	\$638	\$7,214	
Subtotal	\$34.34	460	\$15,796	\$25,337	\$54	\$500	\$0	\$3,994	\$45,681	36%
	Avg. Rate									
GRAND TOTAL ALL PARTS										
Total	\$35.09	593	\$20,809	\$33,379	\$71	\$10,028	\$0	\$5,261	\$126,558	Cost per foot \$158
	Avg. Rate									

GEOTECHNICAL EXPLORATION PROPOSAL

LABOR HOURS

C/R/S : King Ave. over Little Miami River
 PID NO.: 106724
 CONSULTANT: Stantec Consulting Services Inc.
 DATE: November 14, 2017

HOURLY RATES	
Personnel Category	Salary Rate
Manager, P.E.	\$89.00
Project Engineer, P.E.	\$57.00
Staff Engineer	\$37.00
CADD Technician	\$26.00
Field Supervisor	\$26.00
Technician	\$16.00
Geologist	\$23.00
Secretary	\$22.00

HOURS BY PERSONNEL CATEGORY

Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	1	8	0	0	12	0	0	0	21	\$857
Field Reconnaissance	1	8	0	0	8	0	0	0	17	\$753
Exploration Plan	1	12	0	0	8	0	0	0	21	\$981
Subtotal	3	28	0	0	28	0	0	0	59	\$2,591
FIELD COORDINATION										
Field Coordination	2	12	0	0	60	0	0	0	74	\$2,422
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0
Subtotal	2	12	0	0	60	0	0	0	74	\$2,422
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	2	8	40	60	0	6	0		116	\$3,770
Bridge	2	16	64	48	0	8	0		138	\$4,834
Retaining Wall	2	12	64	48	0	12	0		138	\$4,670
Culverts	2	8	40	12	0	6	0		68	\$2,522
Subtotal	8	44	208	168	0	32	0	0	460	\$15,796
LABOR TOTAL ALL PARTS	Total	13	84	208	168	88	32	0	593	\$20,809

GEOTECHNICAL EXPLORATION PROPOSAL FIELD EXPLORATION

C/R/S : King Ave. over Little Miami River
 PID NO.: 106724
 CONSULTANT: Stantec Consulting Services Inc.
 DATE: November 14, 2017

Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1 lump		\$500.00	\$500	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
Subtotal				\$500	
Traffic Maintenance					
Typical Application No.	TA-10 (lane closure)	2 days	\$750.00	\$1,500	Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones
Typical Application No.		days		\$0	
Railroad Traffic Control		days		\$0	
Subtotal				\$1,500	
Subsurface Exploration					
Hand Sampling					
Method Description		feet		\$0	Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method
Method Description		feet		\$0	
Method Description		feet		\$0	
Method Description		feet		\$0	
Test Pits		each		\$0	Includes all equipment and personnel to excavate, sample, log and backfill test pit
Pavement/Bridge Deck Coring					
Core Diameter		in.			Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core
Core Diameter		each		\$0	
Core Diameter		in.			
Core Diameter		each		\$0	
Truck/ATV/Trailer Mounted Rotary Drilling					
Number of Drill Rig Days	15 days				Includes all methods of rotary drilling on land, except skid rig
Total Soil Footage (ft)	656	44 ft/day			
Total Rock Footage (ft)	145	10 ft/day			
No Sampling	4 feet		\$15.00	\$60	
5-ft SPT	120 feet		\$22.00	\$2,640	
2.5-ft SPT	490 feet		\$24.00	\$11,760	
Continuous SPT	42 feet		\$26.00	\$1,092	
Undisturbed Samples	40 each		\$65.00	\$2,600	
Rock Coring	145 feet		\$55.00	\$7,975	
Permanent Borehole Sealing	360 feet		\$8.00	\$2,880	
Skid Drilling					
Number of Drill Rig Days	0 days				Includes press, preservation, transport, and extraction, minimum 50% recovery
Total Soil Footage (ft)	0	0 ft/day			
Total Rock Footage (ft)	0	0 ft/day			
No Sampling	feet			\$0	
5-ft SPT	feet			\$0	
2.5-ft SPT	feet			\$0	
Continuous SPT	feet			\$0	
Undisturbed Samples	each			\$0	
Rock Coring	feet			\$0	
Permanent Borehole Sealing	feet			\$0	
Barge Drilling					
Number of Drill Rig Days	0 days				Includes press, preservation, transport, and extraction, minimum 50% recovery
Total Soil Footage (ft)	0	0 ft/day			
Total Rock Footage (ft)	0	0 ft/day			
5-ft SPT	feet			\$0	
2.5-ft SPT	feet			\$0	
Continuous SPT	feet			\$0	
Undisturbed Samples	each			\$0	
Rock Coring	feet			\$0	
Permanent Borehole Sealing	feet			\$0	
Barge	days			\$0	
Other Exploratory Methods					
Method Description		days		\$0	CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.
Method Description		days		\$0	
In-situ Testing					
Test:		days		\$0	Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction
Test:		days		\$0	
Installation/Reading of Geotechnical Instruments					
Open Standpipe Piezometer		feet		\$0	Excludes cost of drilling - present above. Includes all material and labor for installation
Monitoring Well		feet		\$0	
Inclinometer		feet		\$0	
Misc (describe)				\$0	pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.
Instrument Readings		each		\$0	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction
Instrument Readings		trips		\$0	
Subtotal				\$29,007	
Direct Costs					
Drill Crew Meals & Lodging				\$0	
Drill Crew Lodging				\$0	
Subtotal				\$0	
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$31,007

GEOTECHNICAL EXPLORATION PROPOSAL

LABORATORY TESTING

C/R/S : King Ave. over Little Miami River

PID NO.: 106724

CONSULTANT: Stantec Consulting Services Inc.

DATE: November 14, 2017

Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM					
Soil Testing							
Complete Classification	Multiple	Multiple	77	each	\$165	\$12,705	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
Water Content Test and Visual Description	T265	D2216	171	each	\$13	\$2,223	Visual Description per SGE Section 602
Particle Size Analysis - Sieve Only	T88	D422	0	each	\$69	\$0	As modified per SGE Section 603.3
Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	\$95	\$0	As modified per SGE Section 603.3
Liquid Limit Test	T89	D4318	0	each	\$42	\$0	As modified per SGE Section 603.3
Plastic Limit Test	T90	D4318	0	each	\$39	\$0	As modified per SGE Section 603.3
Organic Content by Loss on Ignition	T267	D2974	0	each	\$52	\$0	
Soil Unconfined Compression Test	T208	D2166	0	each	\$82	\$0	
Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	10	1 point	\$183	\$1,830	
Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	6	3 points	\$960	\$5,760	
One-Dimensional Consolidation Test	T216	D2435	2	each	\$550	\$1,100	
Specific Gravity Test	T100	D854	0	each	\$66	\$0	
Direct Shear Test	T236	D3080	0	3 points	\$528	\$0	
Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	5	each	\$102	\$510	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal						\$24,128	
Rock Testing							
Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	12	each	\$99	\$1,188	
Slake Durability of Shales and Similar Weak Rocks	NA	D4644	3	each	\$229	\$687	
Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$66	\$0	
Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$266	\$0	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal						\$1,875	
LABORATORY TESTING TOTAL ALL PARTS						Total	\$26,003

GEOTECHNICAL EXPLORATION PROPOSAL

DIRECT COSTS

C/R/S : King Ave. over Little Miami River

PID NO.: 106724

CONSULTANT: Stantec Consulting Services Inc.

DATE: November 14, 2017

Task	Quantity	Unit	Unit Cost	Cost	
RECONNAISSANCE AND PLANNING					
Mileage	105	mile	\$0.52	\$54.60	
				\$0.00	
				\$0.00	
Subtotal				\$54.60	
FIELD COORDINATION					
Field Coordination					
Meals and Lodging		day	\$0.00	\$0.00	
Mileage	525	mile	\$0.52	\$273.00	
Permits		each	\$0.00	\$0.00	
Dozer and Operator (site access and restoration)	60	hour	\$140.00	\$8,400.00	
Site Restoration (not including Dozer)	4	site	\$200.00	\$800.00	
Railroad Permits		each	\$0.00	\$0.00	
				\$0.00	
				\$0.00	
Subtotal				\$9,473.00	
Logging (If drilling is subcontracted)					
Meals and Lodging		day	\$0.00	\$0.00	
Mileage		mile	\$0.52	\$0.00	
Other (describe)			\$0.00	\$0.00	
Subtotal				\$0.00	
Subtotal				\$9,473.00	
GEOTECHNICAL EXPLORATION REPORT					
Misc. Copying, Printing, Shipping	1	lump	\$500.00	\$500.00	
				\$0.00	
Subtotal				\$500.00	
DIRECT COSTS TOTAL ALL PARTS				Total	\$10,027.60



Area Wide Protective
 4244 Mt. Pleasant Street NW
 North Canton, OH 44720
 P: 330-677-7401
 P: 800-343-2650
 Fax: 330-230-9237
 www.awptrafficsafety.com

QUOTE # 17-110-4273

TO: Stantec
 ATTENTION: Eric Kistner
 ADDRESS: 11687 Lebanon Road
Cincinnati, OH 45241-2012
 BILLING ADDRESS: Same
 PRICING EXPIRES: 12/31/2017

DATE: 9/12/2017
 PHONE: 513-842-8213
 CELL: 513-479-7723
 FAX: 513-842-8250
 E-MAIL: Eric.Kistner@stantec.com

JOB NAME: **King Ave.-Grandin Rd (Bet. Miami St & Striker Rd) Soil Borings -- Kings Mills, OH -- Flagging**

LINE / ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Flagger / Traffic Control Technician	2.00	Each	(Included)	
2	Road Work Ahead sign (48" x 48" roll-up)	2.00	Each	(Included)	
3	One Lane Road Ahead sign (48" x 48" roll-up)	2.00	Each	(Included)	
4	Flagger Symbol sign (48" x 48" roll-up)	2.00	Each	(Included)	
5	Be Prepared To Stop (48" x 48" roll-up)	2.00	Each	(Included)	
6	Cones: 28"	30.00	Each	(Included)	
7	AWP Work Truck with Rotating Lights	1.00	Each	(Included)	
8	Daily Mobilization	1.00	Each	(Included)	
9	Over Time Rate (See Note 1)	1.00	Man Hour	\$56.25	
10	Sunday/Holiday Rate (See Note 1)	1.00	Man Hour	\$75.00	
For scheduling of services, AWP requests the following notices. - 48 Hour Notice for Flagging or Non-Interstate Lane Closures. - 1 Week Notice for Night Time Operations, Detours, Interstate Work. - 2 Week Notice for Line Crossings or Pacing of Traffic.					
Note: Prices Do Not Include Applicable Tax		2 Man, 0 to 5 Hrs On Site			\$565.00
		2 Man, 5 to 8 Hrs On Site			\$750.00
JOB NOTES & DETAILS:	Over time rates apply after 8 hours on site. Any additional equipment or services requested by the customer or local DOT Engineer will be billed at the rates on the Supplemental Pricing Guide.				

QUOTE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.

Customer P.O. Number / Job Reference Number

Customer Signature

Customers Printed Name & Title

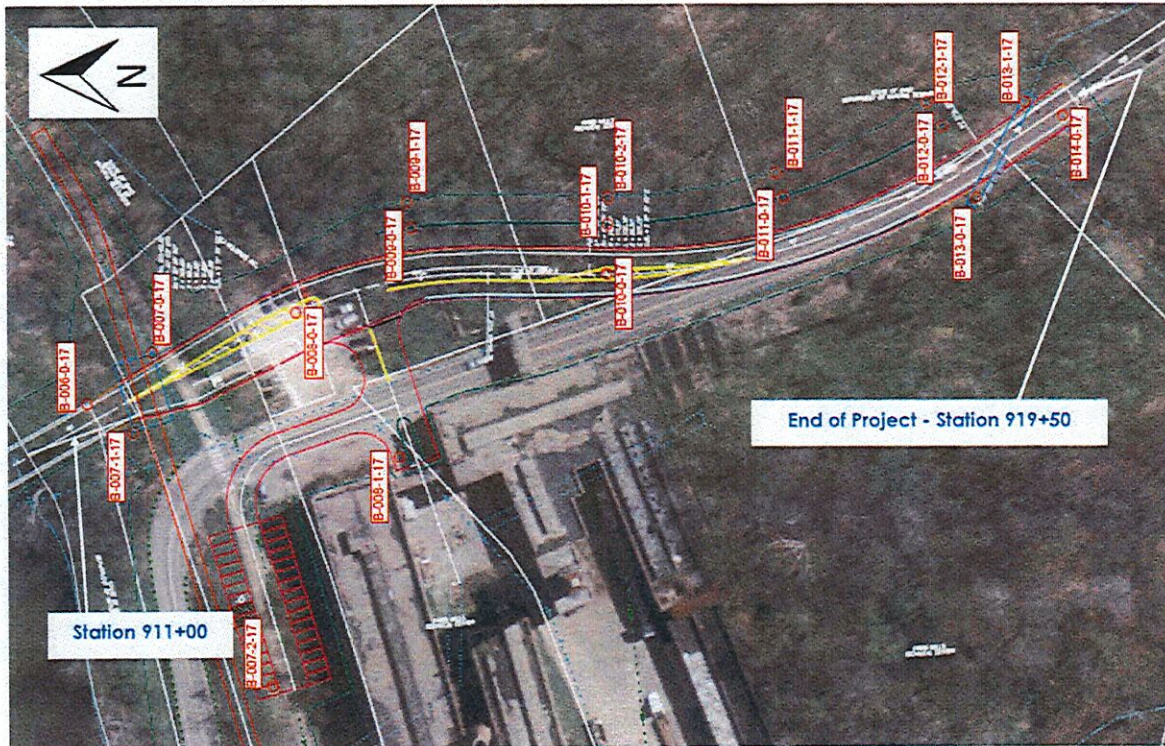
Date

TO SCHEDULE or CANCEL AWP's SERVICES:
 AWP Support Center at 1-800-343-2650

ANY QUESTIONS IN REGARDS TO THIS QUOTE:
 Laura Salmon at 330-604-4522.

All Billing Inquiries or Questions:
 Call 330-677-7401 or Email billing@awptrafficsafety.com

If work is scheduled prior to this agreement being signed and returned, then terms, rates and conditions detailed herein shall apply. Please note that the pricing in this proposal is specific to the quantities of personnel and equipment outlined above. Any additional personnel or equipment required to perform this assignment, according to any governing standards, will be billed at the rates shown on the attached supplemental price list. **All new customers will be required to provide AWP with a credit application or credit card authorization form prior to scheduling of services.** In agreement to the rates, terms and conditions, please sign and return a copy of this document via fax, or e-mail, to our office at 330-230-9237. AWP is an EEO Company.



Locations of Borings – Forward Approach (not to scale)

**Summary of Borings
King Avenue over Little Miami River
Geotechnical Exploration
Proposed Boring Plan**

Boring ID	Approximate Station	Approximate Offset	Estimated Soil Drilling (feet)	Continuous Sampling (feet)	2.5-Foot Sampling (feet)	1.5-Foot Sampling (feet)	No Sampling (feet)	Rock Coring (feet)	Borehole Sealing	Undisturbed Samples	Boring Type
B-001-0-17	900+50	CL	10	6	4						Cut (B2)/Subgrade (A)
B-001-1-17	900+50	65' Left	15		15			10		2	Cut Stability (B2)
B-002-0-17	902+50	CL	25	6	25					2	Sidehill Fill (B5)/Subgrade (A)
B-002-1-17	902+50	90' Right	25		25					2	Sidehill Fill (B5)
B-003-0-17	905+00	CL	30		20	10			30	3	Embankment Foundation (B1)
B-003-1-17	905+00	80' Left	30		20	10			30	3	Embankment Foundation (B1)
B-003-2-17	905+00	60' Right	30		20	10			30	3	Embankment Foundation (B1)
B-004-0-17	906+10	15' Left	50		30	20		10	60	3	Bridge (E1)
B-005-0-17	908+25	15' Right	50		30	20		10	60	3	Bridge (E1)
B-006-0-17	911+20	15' Left	50		30	20		10	60	3	Bridge (E1)
B-007-0-17	911+45	25' Right	40		25	15		5	45	2	Culvert (E2)
B-007-1-17	911+80	25' Left	40		25	15		5	45	2	Culvert (E2)
B-007-2-17	911+50	250' Right	7	6			1				Parking Lot Subgrade (A)
B-008-0-17	913+00	CL	7	6			1				Subgrade
B-008-1-17	913+60	135' Right	7	6			1				Subgrade
B-009-0-17	914+00	35' Left	20		20			5		1	Retaining Wall (E3c)
B-009-1-17	914+00	55' Left	20		20			10		1	Retaining Wall (E3c)
B-010-0-17	915+50	CL	17	6	11						Cut (B2)/Subgrade (A)
B-010-1-17	915+50	40' Left	20		20			20	20	1	Retaining Wall (E3c)
B-010-2-17	915+50	60' Left	20		20			20	20	1	Retaining Wall (E3c)
B-011-0-17	917+00	40' Left	20		20			5		1	Retaining Wall (E3c)
B-011-1-17	917+00	60' Left	20		20			10	20	1	Retaining Wall (E3c)
B-012-0-17	918+50	40' Left	20		20			5		1	Retaining Wall (E3c)
B-012-1-17	918+50	60' Left	20		20			10		1	Retaining Wall (E3c)
B-013-0-17	918+45	25' Right	25		25			5		2	Culvert (E2)
B-013-1-17	919+15	25' Left	25		25			5		2	Culvert (E2)
B-014-0-17	919+40	6' Right	7	6			1				Subgrade (A)
Totals			650	42	490	120	4	145	360	40	
			Est. Samples	28	196	24					
			Est. Classifications	16	49	12					



20 November 2017

Mr. Jesse Binau
Stantec, Environmental Manager
11687 Lebanon Road
Cincinnati, OH 45241

**RE: Revised Proposal for Environmental Site Assessment and Cultural Resources Services
King Avenue Bridge Over Little Miami River Improvements Project, PID No. 106724
Warren County, Ohio
Amec Foster Wheeler Proposal #: 17PROPDAYT.44R1**

Dear Mr. Binau:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to provide this revised proposal and cost estimate to Stantec for the above referenced professional services in support of the King Avenue Bridge Over Little Miami River Improvements Project, PID #106724, in Warren County, Ohio.

PROJECT AREA DESCRIPTION

The project is located in Warren County, Ohio in the area of King Avenue/Grandin Road and the Little Miami River. The project includes construction of a new bridge, removal of the existing bridge, and improvements to the roadway approach and geometry. The Little Miami Scenic Trail will be realigned under the roadway and a new paved parking lot for trail users will be constructed.

SCOPE OF WORK

The scope of work includes Environmental Site Assessment (ESA) services (Task 1) and Cultural Resources services (Tasks 2 through 6). The ESA services will be completed in accordance with the Ohio Department of Transportation (ODOT) *Environmental Site Assessment Guidelines* dated April 2009. Amec Foster Wheeler will conduct cultural resource investigations for the proposed King's Avenue Bridge project to ensure compliances with Section 106 of the National Historic Preservation Act (NHPA). Investigations will be conducted in accordance with the Ohio State Historic Preservation Office (OHPO) requirements and the ODOT Cultural Resources Manual (ODOT 2012).

Task 1 Phase I ESA

Amec Foster Wheeler will perform a Phase I ESA for up to five suspect properties. The properties subject to Phase I ESA shall be identified by an ESA Screening, which is not included in Amec Foster Wheeler's scope of work. Stantec will provide Amec Foster Wheeler with the tax parcel number(s), address, tenant(s), and property owner for each suspect property. Amec Foster

Wheeler has assumed that one of the suspect properties will be the Peters Cartridge Factory property owned by Peter's Cartridge and identified as the Kings Mills Technical Center, Inc. A separate cost estimate for this property has been provided due to its large footprint and the extensive volume of regulatory information for this National Priority Listing site. Amec Foster Wheeler assumes up to four additional suspect properties will also be identified for Phase I ESA, likely to include the township-owned property to the south of the Peters Cartridge Factory.

The Phase I ESA will identify potential areas of contamination in connection with the suspect properties as relevant to the Project and determined through site reconnaissance, interviews, and review of available geographical, regulatory and historical data. The Phase I ESA will include a review of the site history, a review of environmental lists published by federal, state and local agencies, a site and area visit, regulatory file review, and preparation of one written report. The Phase I ESA report will summarize our observations, findings, conclusions and recommendations. The report, including its findings, opinions, and conclusions, is intended for the exclusive use and benefit of, and may be relied upon only by Stantec, Warren County, and ODOT for this Project. The report will include our recommendation for a Phase II ESA, if applicable. A draft electronic copy of the Phase I ESA report will be submitted to Stantec for review. After addressing Stantec's comments, Amec Foster Wheeler will submit a final electronic copy of the Phase I ESA report to Stantec for submittal to and acceptance by Warren County/ODOT.

The Phase I ESA does not include sampling or evaluating buildings for radon, asbestos or lead-based paint, evaluating ambient air quality, conducting property condition assessments, or sampling soil, air, surface water, drinking water or groundwater for chemical contaminants. Amec Foster Wheeler assumes that Stantec will obtain right of access for Amec Foster Wheeler personnel to enter the properties to complete the inspections. The interior of structures will not be investigated unless a structure is identified as a potential take. For the purposes of the cost proposal, Amec Foster Wheeler has assumed that there are no potential takes.

Task 2: Section 106 Scoping Request Form

Amec Foster Wheeler will conduct background research, preliminary field inspection and prepare a Section 106 Scoping Request Form (SRF) for submittal to Warren County/ODOT. The purpose of the form is to summarize information about known cultural resources and prior investigations in the project area and to provide ODOT and the OHPO sufficient information with which to determine the need for additional cultural resource investigations and to scope anticipated Phase I Historic/Architectural (H/A) surveys and Phase I Archaeological surveys. Development of the Section 106 SRF includes:

- Background research of OHPO cultural resource site and survey records, National Register of Historic Places (NRHP) listings, and other relevant data sources to identify previous cultural resource investigations and recorded historic/architectural resources and archaeological sites in the project area,
- Review of historic topographic maps and county atlases to identify locations for possible historic structures and historic archaeological sites,

- A preliminary inspection of the project area to document current conditions, historic buildings and structures in the area, and to characterize the extent of disturbances and other impacts from past landscape use, and
- Preparation of the Section 106 SRF for submittal to Warren County/ODOT.

Task 2 Assumptions:

- Background research for the Section 106 SRF will be limited to online resources including OHPO site and survey records and NRHP listings.
- Meetings with Warren County, ODOT and OHPO will be conducted by phone.

Task 3: Phase I Historic/Architectural Survey

Amec Foster Wheeler will conduct a Phase I H/A survey to identify aboveground historic buildings and structures that may be directly impacted by construction of the new bridge or indirectly impacted as part of the surrounding historic viewshed of the new structure. The survey includes:

- Coordination with ODOT and OHPA to establish the Area of Potential Effect (APE) for direct and indirect impacts to H/A resources,
- Additional archival research to develop of online resources and local repositories to develop the historic context with which to interpret the significance of H/A resources. Research will include the National Register listed Peters Cartridge Company factory and the relationship of other historic buildings and structures in the project viewshed to the factory;
- A reconnaissance survey to perform written and photo documentation of buildings identified as over 50 years of age in the APE, which will need to be determined in consultation with the ODOT and OHPO;
- Completed copies of the Ohio Historic Resources Inventory (OHI) Survey Forms for newly-documented buildings or buildings not updated/documented;
- Preparation of a Draft Historic Resources Survey describing the historic context of the area and the results of the H/A survey, including the potential eligibility and potential adverse effects to the resources documented; and, if necessary; and,
- A Final Historic Resources Survey report incorporating comments made by Warren County/ODOT and the OHPO if requested.

Task 3 Assumptions:

- This cost assumption for the architectural viewshed survey is based on an APE of 0.25-miles. This APE needs to be confirmed in consultation with the ODOT/OHPO. If the APE is expanded, the cost will need to be revised;
- This cost assumption for the architectural viewshed survey is based on the documentation of up to 50 buildings. If more than 50 buildings are documented, Amec Foster Wheeler will need to revise the budget to reflect this additional work;
- NRHP-listed buildings or historic districts will be summarized and assessed for impacts in the technical report but will not be documented.

- Only digital photographs will be taken;
- This cost assumption is based on one set of comments from Stantec, Inc. and one set of comments from Warren County/ODOT/OHPO.

Task 4: Phase I Archaeological Field Investigations

Amec Foster Wheeler will conduct a Phase I archaeological survey of the project area to identify archaeological sites and resources that may be directly impacted by construction of the new bridge and roadways. Based on a cursory examination of historic topographic maps and OHPO site and survey records, the project area has high potential to contain historic archaeological sites. The road project extends along the east side of the NRHP listed Peters Ammunition company factory. The 1955 USGS South Lebanon, Ohio 7.5 minute topographic maps depicts structures adjacent to or within the proposed ROW that could be associated with archaeological sites. Prehistoric sites may also be present. The Phase I archaeological survey includes:

- Additional literature and background research to develop the prehistoric and historic context with which to interpret the significance of archaeological sites that may be in the area;
- Development of a Phase I archaeology work plan, approved by ODOT, that incorporates a site sensitivity assessment into the fieldwork methodology;
- Phase I archaeological fieldwork utilizing a combination of visual inspection and shovel test probe (STP) excavation to recover artifacts and other evidence of archaeological sites. STPs would be required in undisturbed areas with low surface visibility;
- Preparation of a Draft Archaeology Survey report describing the historic context of the area and the results of the reconnaissance survey, including the potential eligibility and potential adverse effects to the resources documented; and,
- A Final Archaeology Survey report incorporating comments made by Warren County, ODOT and the OHPO if requested.

The tasks will be expanded to include the following if artifacts or other evidence for an archaeological site are found:

- Additional shovel tests to define the boundaries of the site within the APE and to assess the integrity and content of archaeological deposits;
- Collection, processing, analysis, and preparation for permanent storage at an appropriate museum storage facility of artifacts encountered during the survey;
- Preparation of OHPO site forms for archaeological sites identified within the project APE;
- Documentation of the sites in the report of investigation.

Task 4 Assumptions:

- The survey area is no greater than 7.3 acres.
- No more than 60 0.5-x-0.5-meter shovel tests will be required.
- The average depths of shovel tests will be no greater than 50 centimeters below ground surface.

- The potential for deeper cultural deposits will be tested through 4-inch bucket augers placed in the base of up to 15 shovel tests.
- No more than one archaeological site will be found.
- No more than 300 artifacts will be recovered during the Phase I archaeology survey.

Task 5: Phase II Historic/Architectural Resource National Register Eligibility (Optional)

As an optional task, Amec Foster Wheeler assumes that up to one aboveground historic building or structure will require Phase II level documentation to provide sufficient information to fully assess its eligibility for inclusion on the NRHP. The Phase II evaluation will include the following:

- Additional background research to establish the individual H/A resource's historic and cultural context so that NRHP eligibility criteria can be applied;
- On-site exterior inspection and photo-documentation;
- On-site interior inspection and photo-documentation;
- On-site documentation of the surrounding landscape;
- Complete updated or new Ohio Historic Inventory (OHI) form;
- Application of NRHP eligibility criteria to the resource;
- Preparation of a Draft Phase II H/A report describing the historic context of the area and the results of the reconnaissance survey, including the potential eligibility and potential adverse effects to the resources documented; and, if necessary; and,
- A Final Historic Resources Survey report incorporating comments made by Warren County, ODOT and the OHPO if requested.

Task 5 Assumptions:

- Intensive background research will use local Warren County archives and online resources.
- No more than 300 5-x-7-inch black and white photographs will be printed.

Task 6: Phase II Archaeological Resource National Register Evaluation (Optional)

Amec Foster Wheeler assumes that up to one archaeological site will require Phase II testing to fully assess its eligibility for the NRHP. Based on the presence of the Peters Ammunition Company and historic buildings depicted in the area on historic maps, this is likely to be a historic archaeological site. The primary goal of the investigation is to assess the site's archaeological integrity and ability to yield significant archaeological data applicable to further historic research and analysis. The Phase II evaluation will include the following:

- Additional background research to establish the individual archaeological site's history and cultural context relative to other similar archaeological sites so that NRHP eligibility criteria can be applied;
- Development of a Phase II archaeology work plan that identifies the data sets that must be present at the site to warrant inclusion on the NRHP as well as the methods that will be used establish archaeological integrity;

- Fieldwork to further assess archaeological integrity and recover additional artifacts;
- Excavation of up to 20 additional 0.5-x-0.5-meter shovel tests and up to two 1-x-1-meter test units.
- Collection, processing, analysis, and preparation for permanent storage at an appropriate museum storage facility of artifacts encountered during the test excavations;
- Preparation of a Draft Archaeology Survey report describing the historic context of the area and the results of the reconnaissance survey, including the potential eligibility and potential adverse effects to the resources documented; and,
- A Final Archaeology Survey report incorporating comments made by Warren County, ODOT, and the OHPO if requested.

Task 6 Assumptions:

- The site area to be tested is no greater than 50-x-50-feet.
- No more than 20 additional 0.5-x-0.5-meter shovel tests and up to two 1-x-1-meter test units will be required.
- In coordination with ODOT and OHPO, Amec Foster Wheeler may conduct a geophysical remote sensing survey of the site identify subsurface features and archaeological deposits. This would reduce the total number of shovel tests and test units needed to evaluate the significance of the site.
- The average depths of shovel tests and test units will be no greater than 50 centimeters below ground surface.
- The potential for deeper alluvial deposits will be tested through 4-inch bucket augers placed in the base of up to 10 shovel tests and in the base of each 1-x-1-meter test unit.
- No more than 1,500 additional artifacts will be recovered.

Additional Cultural Resource Assumptions:

- Amec Foster Wheeler staff will have unrestricted access to the Project APE including landowner permission (to be obtained by Stantec and Warren County);
- Weather will not significantly delay the field work portion of the project;
- This cost assumptions for each task are based on one set of comments from Stantec, Inc and one set of comments from Warren County/ODOT/OHPO.

COSTS

The total estimated cost to complete the tasks is **\$114,548** broken down as follows:

- Task 1 Phase I ESA for the five properties - \$29,082
- Task 2 Section 106 Scoping Request Form - \$1,775
- Task 3 Phase I Historic/Architectural Survey - \$10,963
- Task 4 Phase I Archaeology Survey - \$28,495
- Task 5 Phase II Historic/Architectural Testing - \$9,971
- Task 6 Phase II Archaeology Testing - \$34,262

Our cost estimates are based on the assumptions detailed herein. Our charges will be invoiced to Stantec on a time and materials, not to exceed, basis. A detailed breakdown of our cost estimates is attached.

Additional work that may be required by Warren County and/or OHPO can be conducted, after consultation with Stantec by Amec Foster Wheeler at additional costs. No additional work will be conducted without prior approval in advance from Stantec.

WORK SCHEDULE

Amec Foster Wheeler will commence our proposed services upon notice to proceed (NTP) for each task and complete deliverables as follows.

- Task 1: Phase I ESA deliverable within eight weeks of receiving NTP
- Task 2: Section 106 Scoping Request Form (SRF), deliverable submitted within two weeks of receiving NTP
- Task 3: Phase I Historic/Architectural Survey, deliverable submitted with 10 weeks of receiving NTP
- Task 4: Phase I Archaeological Survey, work plan submitted within two weeks of receiving NTP; completion of fieldwork, artifact analysis and submittal of report deliverable with 10 weeks of receiving approval of work plan.
- Task 5 (Optional): Phase II Historic/Architectural Resource National Register Eligibility, fieldwork complete and report deliverable submitted with 12 weeks of receiving NTP
- Task 6 (Optional): Phase II Archaeological Resource National Register Evaluation, work plan submitted within two weeks of receiving NTP; completion of fieldwork, artifact analysis and submittal of report deliverable with 12 weeks of receiving approval of work plan.

TERMS & CONDITIONS

This proposal will be incorporated into the professional services agreement that will be negotiated between Stantec and Amec Foster Wheeler. Therefore, our proposed scope of work will be performed under the terms and conditions included in the professional services agreement.

AUTHORIZATION

This proposal will be authorized by the endorsement of the professional services agreement that will be negotiated between Stantec and Amec Foster Wheeler.

Mr. Jesse Binau
20 November 2017
Page 8

CLOSING

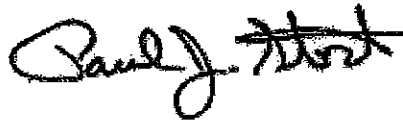
Amec Foster Wheeler appreciates the opportunity to provide this proposal. If you have any questions or comments following your review of this correspondence, please call our office at (937) 859-3600.

Sincerely,

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.



Laura Funk, CP
Senior Project Manager



Paul J. Stork
Principal Project Manager

Attachments

PROJECT DESCRIPTION: Ph I ESA
PID 106724

C/R/S

Encumbrance #
AGREEMENT NO. Stantec
Task Order Number:

Fringe Benefits = 0.00% V
Overhead Rate = 145.57% W
Overhead for Fee = 152.83% X
Net Fee Percentage = 11.00% Y
Cost of Money = 0.00% Z

CONSULTANT Amer. Foster Wheeler Environment & Infrastructure, Inc.
DATE 11/20/2017

A	B	C	D	E	F	G	H	I	J
Task Description	Hourly Rate	Total Hours	B * C Direct Labor Costs	D * W Overhead	D * Z Cost of Money	Direct Costs	Subcon Costs	(D + (D*X))*Y Net Fee	D+E+G+H+I Total Cost
TASK 1a PH I ESA - Peters Cartridge Factory (Kinos Mills Technical Center Property)									
Senior Principal/Project Manager	\$53.00	4	\$ 212.00	\$ 308.61	\$ -	\$ 75.00 ^{DC(1)}		\$ 58.96	\$ 654.57
Sr. Sc/Eng/Geo	\$43.00	32	\$ 1,376.00	\$ 2,003.04	\$ -	\$ 200.00 ^{DC(2)}		\$ 382.68	\$ 3,961.73
Project Sc/Eng/Geo	\$33.00	50	\$ 1,650.00	\$ 2,401.91	\$ -			\$ 458.89	\$ 4,510.79
Staff II	\$23.00	0	\$ -	\$ -	\$ -			\$ -	\$ -
Technician	\$19.00	8	\$ 152.00	\$ 221.27	\$ -			\$ 42.27	\$ 415.54
Project Administrator	\$25.00	2	\$ 50.00	\$ 72.79	\$ -			\$ 13.91	\$ 136.69
CADD	\$24.00	8	\$ 192.00	\$ 279.49	\$ -			\$ 53.40	\$ 524.89
Word Processor	\$17.00	0	\$ -	\$ -	\$ -			\$ -	\$ -
TASK 1a SUBTOTAL	\$ 34.92	104	\$ 3,632.00	\$ 5,287.10	\$ -	\$ 275.00	\$ -	\$ 1,010.11	\$ 10,204.21
	(Avg. Rate)								
Task 1b PH I ESA - Other Site (Per Property)									
Senior Principal/Project Manager	\$53.00	2	\$ 106.00	\$ 154.30	\$ -	\$ 75.00 ^{DC(1)}		\$ 29.48	\$ 364.78
Sr. Sc/Eng/Geo	\$43.00	8	\$ 344.00	\$ 500.76	\$ -	\$ 150.00 ^{DC(2)}		\$ 95.67	\$ 1,090.43
Project Sc/Eng/Geo	\$33.00	28	\$ 924.00	\$ 1,345.07	\$ -			\$ 256.98	\$ 2,526.04
Staff II	\$23.00	0	\$ -	\$ -	\$ -			\$ -	\$ -
Technician	\$19.00	4	\$ 76.00	\$ 110.63	\$ -			\$ 21.14	\$ 207.77
Project Administrator	\$25.00	2	\$ 50.00	\$ 72.79	\$ -			\$ 13.91	\$ 136.69
CADD	\$24.00	6	\$ 144.00	\$ 209.62	\$ -			\$ 40.05	\$ 393.67
Word Processor	\$17.00	0	\$ -	\$ -	\$ -			\$ -	\$ -
TASK 1b SUBTOTAL (per property)	\$ 32.88	50	\$ 1,644.00	\$ 2,393.17	\$ -	\$ 225.00	\$ -	\$ 457.22	\$ 4,719.39
	(Avg. Rate)								
Notes: DC(1) = mileage; DC(2) = Document fees									
TASK 1 PH I ESA FOR FIVE PROPERTIES \$ 275,081.76									
Project Total (Ph I ESA)	\$ 33.29	304	\$ 10,208	\$ 14,960	\$ -	\$ 1,175	\$ -	\$ 2,839	\$ 29,082

Prepared By: LF
Checked By: PJS

PROJECT DESCRIPTION: Cultural Resource See, 106 Review, Phase I Surveys and Phase II Testing

C/R/S

PID 106724

Encumbrance #
AGREEMENT NO.
Task Order Number:

Stantec

Fringe Benefits = 0.00% V
Overhead Rate = 145.57% W
Overhead for Fee = 152.83% X
Net Fee Percentage = 11.00% Y
Cost of Money = 0.00% Z

CONSULTANT
DATE

Amet Foster Wheeler Environment & Infrastructure, Inc.
11/20/2017

A	B	C	D	E	F	G	H	I	J
Task Description	Hourly Rate	Total Hours	B * C Direct Labor Costs	D * W Overhead	D * Z Cost of Money	Direct Costs	Subcon Costs	(D + (D*X))/Y Net Fee	D+E+G+H+I Total Cost
Task 2/Phase I: Geology, Paleontology (GRP)									
Senior Principal/Project Manager	\$53.00	2	\$ 106.00	\$ 154.30	\$ -	\$ 75.00 DC(1)	\$ -	\$ 29.48	\$ 364.78
Sr. Sc/Eng/Geo	\$43.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Sc/Eng/Geo/Cult. Res	\$30.00	14	\$ 420.00	\$ 611.39	\$ -	\$ -	\$ -	\$ 116.81	\$ 1,148.20
Staff II	\$23.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technician	\$19.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Administrator	\$25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CADD/GIS	\$24.00	4	\$ 96.00	\$ 139.75	\$ -	\$ -	\$ -	\$ 26.70	\$ 262.45
Word Processor	\$17.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK TOTAL	\$ 31.10 (Avg. Rate)	20	\$ 622.00	\$ 905.45	\$ -	\$ 75.00	\$ -	\$ 172.99	\$ 1,775.43

Notes: DC(1) =Field Equipment

Task 3/Phase I: Historic/Architectural Survey									
Professional Surveyor	\$50.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Principal/Project Manager	\$53.00	4	\$ 212.00	\$ 308.61	\$ -	\$ 75.00 DC(1)	\$ -	\$ 58.96	\$ 694.57
Sr. Sc/Eng/Geo	\$43.00	0	\$ -	\$ -	\$ -	\$ 432.00 DC(2)	\$ -	\$ -	\$ 432.00
Project Sc/Eng/Geo/Cult. Res	\$30.00	48	\$ 1,440.00	\$ 2,096.21	\$ -	\$ 225.00 DC(3)	\$ -	\$ 400.48	\$ 4,161.69
Staff II	\$23.00	88	\$ 2,024.00	\$ 2,946.34	\$ -	\$ 50.00 DC(4)	\$ -	\$ 562.90	\$ 5,583.24
Technician	\$19.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontract Administrator	\$25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CADD/GIS	\$24.00	2	\$ 48.00	\$ 69.87	\$ -	\$ -	\$ -	\$ 13.35	\$ 131.22
Word Processor	\$17.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK TOTAL	\$ 26.23 (Avg. Rate)	142	\$ 3,724.00	\$ 5,421.03	\$ -	\$ 782.00	\$ -	\$ 1,035.69	\$ 10,962.72

Notes: DC(1) =Field Equipment; DC(2) = Per Delm and Lodging; DC(3)=Vehicle Rental; DC(4)=Report Production (per volume)

Task 4/Phase I: Archaeology (AVG)									
Professional Surveyor	\$50.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Principal/Project Manager	\$53.00	32	\$ 1,696.00	\$ 2,468.87	\$ -	\$ 75.00 DC(1)	\$ 300.00 SC(1)	\$ 471.66	\$ 5,011.55
Sr. Sc/Eng/Geo	\$43.00	0	\$ -	\$ -	\$ -	\$ 2,160.00 DC(2)	\$ -	\$ -	\$ 2,160.00
Project Sc/Eng/Geo/Cult. Res	\$30.00	162	\$ 4,860.00	\$ 7,074.70	\$ -	\$ 300.00 DC(3)	\$ -	\$ 1,351.53	\$ 13,586.33
Staff II	\$23.00	16	\$ 368.00	\$ 535.70	\$ -	\$ 50.00 DC(4)	\$ -	\$ 102.35	\$ 1,056.04
Technician	\$19.00	116	\$ 2,204.00	\$ 3,208.36	\$ -	\$ -	\$ -	\$ 612.96	\$ 6,025.32
Subcontract Administrator	\$25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CADD/GIS	\$24.00	10	\$ 240.00	\$ 349.37	\$ -	\$ -	\$ -	\$ 66.75	\$ 656.12
TASK TOTAL	\$ 27.88 (Avg. Rate)	336	\$ 9,368.00	\$ 13,637.00	\$ -	\$ 2,585.00	\$ 300.00	\$ 2,605.36	\$ 28,495.36

Notes: DC(1) =Field Equipment; DC(2) = Per Delm and Lodging; DC(3)=Vehicle Rental; DC(4)=Report Production (per volume); SC(1) = Artifact Curation

Task 5/Phase II: Historic/Architectural Testing									
Professional Surveyor	\$50.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Principal/Project Manager	\$53.00	8	\$ 424.00	\$ 617.22	\$ -	\$ 50.00 DC(1)	\$ 500.00 SC(1)	\$ 117.92	\$ 1,709.14
Sr. Sc/Eng/Geo	\$43.00	0	\$ -	\$ -	\$ -	\$ 288.00 DC(2)	\$ -	\$ -	\$ 288.00
Project Sc/Eng/Geo/Cult. Res	\$30.00	80	\$ 2,400.00	\$ 3,493.68	\$ -	\$ 225.00 DC(3)	\$ -	\$ 667.47	\$ 6,786.15
Staff II	\$23.00	16	\$ 368.00	\$ 535.70	\$ -	\$ 50.00 DC(4)	\$ -	\$ 102.35	\$ 1,056.04
Technician	\$19.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Administrator	\$25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CADD/GIS	\$24.00	2	\$ 48.00	\$ 69.87	\$ -	\$ -	\$ -	\$ 13.35	\$ 131.22
TASK TOTAL	\$ 30.57 (Avg. Rate)	106	\$ 3,240.00	\$ 4,716.47	\$ -	\$ 613.00	\$ 500.00	\$ 901.09	\$ 9,970.55

Notes: DC(1) =Field Equip.; DC(2) = Per Delm/Lodging; DC(3)=Vehicle Rental; DC(4)=Report Produc. (per vol.); SC(1) Archival Photos (per 150)

Task 6/Phase II: Paleontology (PAL)									
Senior Principal/Project Manager	\$53.00	34	\$ 1,802.00	\$ 2,623.17	\$ -	\$ 75.00 DC(1)	\$ 900.00 SC(1)	\$ 501.16	\$ 5,901.33
Sr. Sc/Eng/Geo	\$43.00	0	\$ -	\$ -	\$ -	\$ 2,160.00 DC(2)	\$ -	\$ -	\$ 2,160.00
Project Sc/Eng/Geo/Cult. Res	\$30.00	154	\$ 4,620.00	\$ 6,725.33	\$ -	\$ 300.00 DC(3)	\$ -	\$ 1,284.88	\$ 12,930.22
Staff II	\$23.00	104	\$ 2,392.00	\$ 3,482.03	\$ -	\$ 50.00 DC(4)	\$ -	\$ 665.25	\$ 6,589.28
Technician	\$19.00	116	\$ 2,204.00	\$ 3,208.36	\$ -	\$ -	\$ -	\$ 612.96	\$ 6,025.32
Project Administrator	\$25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CADD/GIS	\$24.00	10	\$ 240.00	\$ 349.37	\$ -	\$ -	\$ -	\$ 66.75	\$ 656.12
Word Processor	\$17.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK TOTAL	\$ 26.93 (Avg. Rate)	418	\$ 11,258.00	\$ 16,388.27	\$ -	\$ 2,585.00	\$ 900.00	\$ 3,131.00	\$ 34,262.27

Notes: DC(1) =Field Equipment; DC(2) = Per Delm and Lodging; DC(3)=Vehicle Rental; DC(4)=Report Production (per volume); SC(1) = Artifact Curation

Project total \$ 28.54 1,022 \$ 28,212 \$ 41,068 \$ 6,640 \$ 1,700 \$ 7,846 \$ 85,466

Prepared By: MWF
Checked By: LF

Resolution

Number 17-1938

Adopted Date December 12, 2017

APPROVE A CHANGE ORDER NO. 1 TO THE CONTRACT WITH ROSE EXCAVATING AND DEVELOPMENT, INC. INCREASING PURCHASE ORDER NO. 23757 FOR THE FY13/16 PLEASANT PLAIN STORM SEWER CDBG PROJECT, FUND NO. 265

WHEREAS, pursuant to Resolution 17-1746 adopted November 2, 2017, this Board awarded Contracts to Rose Excavating & Development, Inc. for the FY13/16 Pleasant Plain Storm Sewer CDBG Project; and

WHEREAS, at the recommendation of the Project Engineer, various changes have been made to the contract including but not limited to increasing amount of pipe; and

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

NOW THEREFORE BE IT RESOLVED,

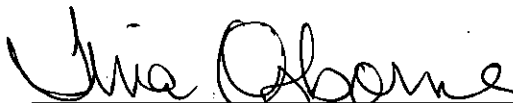
1. Approve Change Order No. 1 increasing the Contract with Rose Excavating & Development, Inc. by \$19,711.25 creating a new Contract price of \$19,711.25 and increasing Purchase Order No. 23757 by \$19,711.25 creating a new Purchase Order in the amount of \$19,711.25.
2. By said Change Order, attached hereto and made part thereof, all costs associated with the changes shall be deducted from the Contract.
3. That the Board is hereby directed to execute Change Order No. 1 of the Contract with Rose Excavating & Development, Inc. for the FY13/16 Pleasant Plain Storm Sewer CDBG Project.

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor 
c/a – Rose Excavating & Development, Inc.
OGA (file)



Warren County
Office of Grants Administration
 460 Justice Drive
 Lebanon, OH 45036
 513.695.1210

CHANGE
PO #25757

Change Order Number 1

Project Name: FY13&16 Pleasant Plain Storm Sewer

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1) #4	Bid Item # 4 Sidewalk-homeowner does not want replaced		340.00
2) #5	Bid Item #5 Remove Fence-homeowner performed		200.00
3) #7	Bid Item #7- Chain Link Fence- homeowner performed		500.00
4) #15	Headwall- with addition of pipe, do not need.		700.00
5) #17	Manhole- with addition of catch basin, do not need.		1600.00
6) #2	Tree- does not need removed.		250.00
7) #10	Excavation- with addition of pipe, do not need 250 cy		5,000.00
8) #16	Add 5 catch basins due to elimination of swale	4250.00	
9) ADD	Add stone backfill to specific area of pipe	2862.50	
10) #12	Bid Item #12 12" HDPE Type C Increase by 675 lf to pipe swale area.	15,018.75	
11) ADD	Rehab two existing catch basins	1170.00	
12) ADD	Rehab existing ditch to drain	3000.00	
13) ADD	Additional Oversized Tree	2000.00	
	Sums of the ADDITIONS and DELETIONS	28,301.25	8590.00

Attachments: Attachment A –Tabulation sheet from bid

Original contract price \$68,754.50

Current contract price adjusted by previous change orders 68,754.50

The Contract price due to this change order will be ~~increased/decreased~~ by \$19,711.25 ^{258m}

The New contract price including this change order will be \$ 88,465.75

The contract time will be increased by 0 calendar days.

The date for completion of work will be April 30, 2017

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

Neil L. Rose 12-8-17
Rose Excavating and Development
Date

[Signature] 12/12/17
Warren County Commissioner
Date

[Signature] 12-8-17
Warren County Grants Administration
Date

[Signature] 12/12/17
Warren County Commissioner
Date

[Signature] 12-8-17
Jones Warner Consultants
Date

[Signature] 12/12/17
Warren County Commissioner
Date

Resolution

Number 17-1939

Adopted Date December 12, 2017

AUTHORIZE THE BOARD TO ENTER INTO MEMORANDUM OF UNDERSTANDING BETWEEN THIS BOARD AND WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT RELATIVE TO THE WARREN COUNTY RECORDS COMMISSION

BE IT RESOLVED, to approve and authorize the Board to enter into a Memorandum of Understanding between this Board and the Warren County Transportation Improvement District relative to the designation of the Warren County Records Commission as the records commission for the Warren County Transportation Improvement District; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Warren County Transportation Improvement District
Records Center (file)
Transportation Improvement Dist. (file)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY BOARD OF COMMISSIONERS
AND
WARREN COUNTY – TRANSPORTATION IMPROVEMENT DISTRICT**

This Memorandum of Understanding (MOU) is entered into this 12th day of December, 2017, between the Warren County Board of Commissioners of 406 Justice Drive, Lebanon, OH, 45036, and Warren County Transportation Improvement District of 210 W Main Street, Lebanon, Oh 45036.

Ohio Revised Code §149.412 (B) allows a special taxing district, the territory of which is coextensive with the territorial limits of a county, upon mutual assent between the special taxing district and the board of county commissioners, to designate the county records commission as the records commission for the special taxing district. Such a designation authorizes the county records commission to exercise all of the duties and responsibilities of a special taxing district records commission. The mutual assent may be manifested in an agreement defining the terms and conditions under which the county records commission is to perform public records-related functions, including establishing records retention and destruction schedules, on behalf of the special taxing district.

The Board of Commissioners and the Transportation Improvement District do hereby enter into a Memorandum of Understanding that the Transportation Improvement District shall designate the Warren County Records Commission as the records commission for the Transportation Improvement District and the Warren County Records Commission shall exercise all of the duties and responsibilities of the Transportation Improvement District's records commission. This relationship will be subject to and governed by all relevant statutes as they currently exist or may be amended.

This MOU shall remain effective unless and until terminated by either party. This MOU may be terminated by either party with thirty (30) days written notice being provided to the other party.

WITNESS:

**WARREN COUNTY
Transportation Improvement District:**

Neil F. Tunison
Signature

Eric Hansen
Signature

Neil Tunison, Secretary

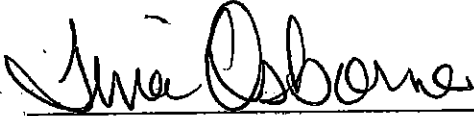
Eric Hansen, Chair

Title: Chair

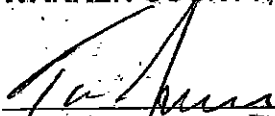
Date: December 1, 2017

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO

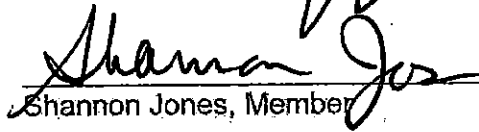


Tina Osborne, Clerk of the Board



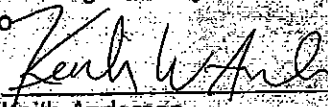
Tom Grossmann, President

Date 12/12/17


David G. Young, Vice President
Shannon Jones, Member

Date: 12/12/17

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Warren County, Ohio

By: 
Keith Anderson
Assistant Prosecuting Attorney

Date: _____

RECEIVED
2017 DEC -5 AM 9:25
WARREN COUNTY
COMMISSIONERS

WARREN COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

Resolution Number 2017-55

**A RESOLUTION APPROVING AND AUTHORIZING
DESIGNATION OF THE WARREN COUNTY RECORDS COMMISSION AS
RECORDS COMMISSION FOR THE WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

WHEREAS, pursuant to Sections 149.412(B) and 307.847(E) of the Ohio Revised Code, the Warren County Transportation Improvement District (the "WCTID") upon mutual assent by the WCTID and the Warren County Board of Commissioners, may designate the Warren County Records Commission (the "WCRC"), as the WCTID's records commission;

WHEREAS, the WCTID desires to authorize the WCRC to exercise the duties and responsibilities of the WCTID's records commission as outlined per the Memorandum of Understanding (the "MOU") in the form on file with the WCTID and as further agreed upon;

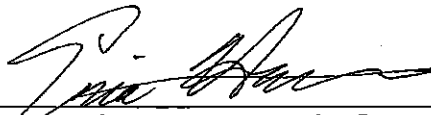
WHEREAS, the WCRC is capable and willing to perform the duties and responsibilities as the records commission for the WCTID, as outlined per the MOU and as further agreed upon;

WHEREAS, the WCTID, pursuant to ORC §5540.03 is authorized to take such actions, receive such funding, and enter into all agreements necessary or incidental to performance of its functions and the execution of its powers to effect its purposes and transportation projects under ORC Chapter 5540; and

NOW, THEREFORE, BE IT RESOLVED that the WCTID Board of Trustees hereby approves and authorizes designation of the WCRC as the records commission for the WCTID and directs the WCTID Chairperson and/or Secretary-Treasurer, in consultation with WCTID Legal Counsel, to execute the MOU with the Warren County Board of Commissioners in the form on file with the WCTID and the taking of any such action and the execution and delivery or acceptance of the MOU, and any such related documents, agreements or instruments, by the Chairperson and/or Secretary-Treasurer shall be conclusive evidence of the Board's determination that such actions are proper and necessary in order for the WCTID to carry out the purposes of this resolution and of the authorization thereof by the Board.

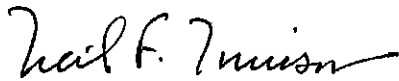
It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with the law, including § 121.22 of the Ohio Revised Code.

Adopted at a regularly adjourned meeting of the Board of Trustees of the Warren County Transportation Improvement District, Warren County, Ohio, this 1st day of December, 2017.



Warren County Transportation Improvement District
Presiding Trustee

Attest:



Warren County Transportation Improvement District
Secretary-Treasurer

Motion to Pass Resolution: Neil Turison

Seconded by: Chris Pozzuto

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

Resolution

Number 17-1940

Adopted Date December 12, 2017

ENTER INTO A RENEWAL ADMINISTRATIVE SERVICE CONTRACT WITH DENTAL CARE PLUS FOR THIRD PARTY SERVICES RELATIVE TO THE DENTAL PLAN

WHEREAS, Dental Care Plus provides administration services relative to the Warren County Dental Plan that originally became effective January 1, 2006 ; and

WHEREAS, a renewal application and contract is required for period effective January 1, 2018 that includes a rate guarantee through December 31, 2021 and such contract reflects an increase in the administrative service fee as indicated on Addendum A of the contract; and

NOW THEREFORE BE IT RESOLVED, to approve and sign the Application, Administrative Service Contract and Addendum A, attached hereto and made a part hereof, renewing services with Dental Care Plus effective January 1, 2018.

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

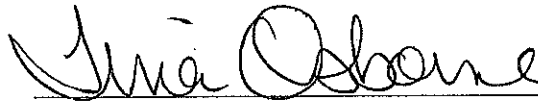
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

--cc: c/a – Dental Care Plus
Dental Care Plus
Horan Associates
Benefits File
Tammy Whitaker, OMB



Dental Care Plus Group # _____
(DCP use only)

APPLICATION FOR ADMINISTRATIVE SERVICES CONTRACT

The Employer named below, on behalf of the self-insured dental benefits plan sponsored by the Employer hereby makes application to Dental Care Plus, Inc. (DCP) for an Administrative Services Contract.

Please Print Clearly or type requested information:

EMPLOYER GROUP INFORMATION													
Legal Name of Employer: WARREN COUNTY COMMISSIONERS													
Address: 406 JUSTICE DR	City: LEBANON	State: OH	Zip Code: 45036										
Telephone Number: 513-695-1324	Fax Number: 513-695-2547												
Mailing Address (if different from above):	City:	State:	Zip Code:										
Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Trustee Other (please specify):													
Nature of Business or Industry:													
Subsidiaries – The following subsidiaries, affiliates or other organizations are included under the dental benefits plan sponsored by Employer :													
ELIGIBILITY													
All active, full-time employees, working at least 30 hours per week are eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, list the classes of employees who are eligible: _____ Total number of full-time, eligible employees: _____													
Dependent Eligibility: <input type="checkbox"/> Standard – 19/25 (student verification rules apply) <input checked="" type="checkbox"/> Other – <u>Age 26</u>													
Employee Waiting Period New employees will be effective: <table style="width: 100%; margin-top: 10px;"> <tr> <td><input type="checkbox"/> first of the month following date of hire</td> <td><input type="checkbox"/> date of hire</td> </tr> <tr> <td><input type="checkbox"/> 30 days, first of following month</td> <td><input checked="" type="checkbox"/> 31st day of employment</td> </tr> <tr> <td><input type="checkbox"/> 60 days, first of following month</td> <td><input type="checkbox"/> 61st day of employment</td> </tr> <tr> <td><input type="checkbox"/> 90 days, first of following month</td> <td><input type="checkbox"/> 91st day of employment</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other (please specify): _____</td> </tr> </table>				<input type="checkbox"/> first of the month following date of hire	<input type="checkbox"/> date of hire	<input type="checkbox"/> 30 days, first of following month	<input checked="" type="checkbox"/> 31 st day of employment	<input type="checkbox"/> 60 days, first of following month	<input type="checkbox"/> 61 st day of employment	<input type="checkbox"/> 90 days, first of following month	<input type="checkbox"/> 91 st day of employment	<input type="checkbox"/> Other (please specify): _____	
<input type="checkbox"/> first of the month following date of hire	<input type="checkbox"/> date of hire												
<input type="checkbox"/> 30 days, first of following month	<input checked="" type="checkbox"/> 31 st day of employment												
<input type="checkbox"/> 60 days, first of following month	<input type="checkbox"/> 61 st day of employment												
<input type="checkbox"/> 90 days, first of following month	<input type="checkbox"/> 91 st day of employment												
<input type="checkbox"/> Other (please specify): _____													

CONTRACT CHARGES / RATES

See Addendum A

EFFECTIVE & RENEWAL DATES

Effective Date: If the Administrative Services Contract is executed by both DCP and the Employer, the Effective Date shall be 01/01/2018.

Renewal Date:

01/01/2021

BENEFIT PLAN INFORMATION

Benefit Plan Number: 932

	Annual Individual / Family Deductible Amount	HMO Coinsurance Percentage
Preventive Benefits	<u>no deductible</u>	<u>100 %</u>
Basic Benefits	<u>\$ 50 / N/A</u>	<u>80 %</u>
Major Benefits	<u>\$ 50 / N/A</u>	<u>50 %</u>
Orthodontic Benefits	<u>no deductible</u>	<u>60 %</u>

Variable Options: Endodontics: Basic Major
 Periodontics: Basic Major

Implant Coverage (if elected, will be Major Benefit): Yes No

Preventive Visit Co-pay: \$N/A (applies to routine exams and cleanings per visit)

Annual Maximum Benefit (except ortho): Amount: \$1,000 Calendar Year Plan Year

Orthodontics: Yes No If Yes, Lifetime Maximum Benefit \$2,400

Adult Orthodontics (includes Subscriber and Spouse): Yes No

Child Orthodontics (includes eligible dependent Children under age 19): Yes No



Dental Care Plus Group # _____
(DCP use only)

CONTACT INFORMATION

Please name the coordinator of your dental benefit plan:

Name: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Please name the finance contact of your dental benefit plan:

Name: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

SIGNATURES

The Employer hereby agrees and understands that the Administrative Services Contract is based on the information provided in this Application, which Employer hereby represents is true and accurate, and that acceptance of the Administrative Services Contract by the Employer constitutes agreement to all terms and conditions of the Application and the Administrative Services Contract.

For the Employer:

By [Signature]
Title President Date 12/12/17

For Dental Care Plus, Inc.:

By [Signature]
Title VP + CFO Date 11/22/2017



ADMINISTRATIVE SERVICES CONTRACT

BETWEEN

DENTAL CARE PLUS, INC.

AND

WARREN COUNTY COMMISSIONERS

This Contract is entered into as of this 01 day of January 2018, by and between DENTAL CARE PLUS, INC. ("Dental Care Plus") with its principal place of business at 100 CROWNE POINT PLACE, CINCINNATI, OHIO 45241, and WARREN COUNTY COMMISSIONERS ("Employer") with its principal place of business at 406 JUSTICE DRIVE, LEBANON, OHIO 45036 to provide administrative functions and claims services for dental care benefits through the Dental Care Plus prepaid dental plan to eligible employees and their dependents.

Wherever in this Agreement reference is made to the term "Plan", it shall mean the benefits for the Employer's employees and their dependents as set forth in Appendix A.

RECITALS

WHEREAS, Employer sponsors a self-insured dental benefits plan ("Plan) to provide certain dental benefits for eligible employees and their dependents who enroll in the Plan ("Plan Participants"); and

WHEREAS, DCP is licensed as a third party administrator, and provides claims payment and other administrative services to sponsors of self-insured dental plans; and

WHEREAS, DCP also has organized a network of dentists ("DCP Network") who have agreed to accept a contracted rate ("Network Fee") for covered dental services provided to persons enrolled in dental benefits plans administered by DCP (such dentists are hereinafter referred to as "Network Dentists"); and

WHEREAS, DCP has developed a package of services which DCP markets to employers who sponsor self-insured dental benefits plans which includes administrative and claims processing services, benefit plan design, and access to the DCP Network; and

WHEREAS, Employer wishes to enter into a contract with DCP to purchase the package of services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

Article I

Responsibilities of DCP

1.01 DCP will provide and maintain suitable facilities and services for the performance of its responsibilities under this Contract.

1.02 DCP will provide to Employer a schedule of benefits for the Plan and a summary plan description. Upon request, DCP will also provide to Employer or an actuary designated by Employer information, estimates and other data to assist Employer in determining the funding rates required to fund the Plan. DCP makes no representations regarding the accuracy of any funding rates developed by Employer's actuary or adopted by Employer based on such information, estimates and other data provided by DCP.

1.03 DCP will arrange for Plan Participants to have access to the DCP Network, and will apply the Network Fee to all Claims for services covered as benefits under the Plan which were provided by a Network Dentist and approved for payment by DCP.

1.04 DCP will review and process claims incurred on or after the Effective Date, and submitted by or on behalf of Plan Participants ("Claims") during the Term of this Contract, including any Renewal Term, and make a determination whether each Claim is for benefits covered under the Plan. If a Claim is denied, DCP will send a notice of denial to the Plan Participant, and to the Network Dentist.

1.05 DCP will, at the option of the Employer, review and process claims incurred on or after the Effective Date of this Contract and prior to the date the Contract terminates, and submitted after the date the Contract (including any Renewal Term) terminates ("Run-off Claims") for an additional fee ("Run-off Fee"), as set forth in Addendum A. If Employer elects to utilize DCP to process Run-off Claims and to pay the Run-off Fee, all other terms of the Contract will continue to apply until all Run-off Claims have been paid, or until Employer notifies DCP in writing that Employer wishes to cease utilizing DCP's services to process Run-off Claims.

1.06 DCP will send weekly a report ("Claim Expense Backup Report" or "Report") to Employer which lists all Claims which have been processed and approved for payment through the date of the Report, and the amount of the approved payment for the Claims listed on the Report ("Paid Claim Expenses"). The approved payment for Claims will be based on the Network Fee. Upon funding of the Paid Claim Expenses by Employer, DCP will pay the Claims directly to the Network Dentist, and DCP will send an explanation of benefits to the Plan Participant. Network Dentists have agreed to permit DCP to withhold a portion of the Network Fee, and the amount which DCP pays to the Network Dentist on a Claim may be different from the amount approved for payment and funded by Employer. A copy of detailed Claims information will be furnished to Employer on request.

1.07 DCP will prepare a monthly Administration Fee invoice, and if Employer elects to utilize the services of DCP to process Run-off Claims, a monthly Run-off Fee invoice on approximately the fifteenth (15th) day of each month (or if the 15th falls on a weekend or holiday, the previous business day) and submit the invoice to Employer.

1.08 DCP will verify the eligibility of Employer's employees and their dependents to receive benefits under the Plan based on information provided by Employer.

1.09 DCP will refer any Claims which DCP believes are not clearly covered under the Plan to Employer for final determination, and will take appropriate action on such Claims in accordance with Employer's instructions following such referral.

1.10 Unless otherwise instructed by Employer, DCP will distribute to each employee who enrolls in the Plan i) the summary plan description approved by Employer, and ii) an identification card which bears the DCP logo and that identifies the employee (and dependents as applicable) as enrolled in the Plan. DCP will also provide to each Plan Participant electronic access to a directory of Network Dentists ("Network Directory").

1.11 DCP will maintain such files and records pertaining to Claims and the performance of its services as is ordinary and customary.

1.12 DCP will perform any other administrative functions incidental to the proper and business-like execution of Claims administration as may be required and agreed to between Employer and DCP.

1.13 DCP will prepare all appeals of Claims pursuant to the appeals procedure set forth in the Plan, and forward such appeals to Employer for determination. Upon notification by Employer of an appeal determination, DCP will notify the Plan Participant or representative of the appeal determination.

1.14 Upon the termination or non-renewal of this Contract, DCP will provide Employer with one or more reports that show the following: i) the amount accumulated towards the annual maximum by each enrolled employee or member, as appropriate, for the previous 12 months; ii) the amount accumulated towards the annual deductible by each enrolled employee or member, as appropriate, for the previous 12 months; and iii) the amount accumulated towards the lifetime orthodontia maximum by each enrolled employee or member, as appropriate. Upon request, DCP will provide transition services in addition to the reports listed above (such additional transition services referred to as "Transition Services"), including the preparation of such additional information and data as is reasonably and customarily required to transition the Plan; provided however, that DCP will not be required to provide confidential or proprietary information. DCP will be reimbursed for such Transition Services on a hourly basis for time spent by DCP staff in the provision of such services, at the Consulting Fees set forth in Addendum A.

ARTICLE II

Responsibilities of Employer

2.01 Employer will make the final decision on any Claim referred to Employer by DCP as specified in Section 1.09 above, and communicate Employer's final determination of such Claim to DCP. Employer will also make the final determination on all appeals, and forward such determination to DCP so that DCP can notify the Plan Participant or representative of the determination of the appeal.

2.02 Employer will pay DCP the monthly Administration Fee, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the parties. Employer will also pay Consulting Fees for transition services requested by Employer, as set forth in Section 1.14 and Addendum A.

2.03 Employer will promptly on receipt of the weekly Claim Expense Backup Report fund the Paid Claim Expenses set forth in the Claim Expense Backup Report, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the Parties. Employer acknowledges that the amount which a Network Provider is paid on a Claim may differ from the Paid Claim Expense as a result of the Network Provider's agreement to permit DCP to withhold a portion of the Network Fee.

2.04 If Employer elects to utilize the services of DCP to process Run-off Claims, Employer will notify DCP of such election in writing, no later than sixty (60) days prior to the end of the final Term of the Contract, and beginning the first month after the end of the final Term of the Contract, Employer will be obligated to pay the Run-off Fee set forth in Addendum A in lieu of the Administrative Fee. All other terms of the Contract will continue to apply until all Run-off Claims have been processed, or until Employer notifies DCP in writing at least sixty (60) days in advance that Employer wishes to cease utilizing DCP's services to process Run-off Claims. Employer acknowledges that if

Employer does not elect to utilize the services of DCP to process the Run-off Claims and pay the Run-off Fee for such services, the Network Fee will not be applicable to any Run-off Claims for services rendered by Network Dentists, and all Run-off Claims will be payable based on the provider's billed charges.

2.05 Employer will pay the Fees and fund Claims as set forth in Sections 2.02, 2.03 and 2.04 regardless of any arrangement of Employer to receive from, or otherwise charge to, its enrolled employees, all or any part of such Fees or funding.

2.06 Employer will notify each eligible employee of his or her eligibility to participate in the Plan, and the procedures for enrollment in the Plan. Employer will enroll employees who elect to participate in the Plan, and submit enrollment information to DCP in a form acceptable to DCP. Employer will notify DCP promptly of any new enrollments, terminations or changes in enrollment status of eligible employees and their dependents.

2.07 Employer agrees to cooperate with DCP in verifying eligibility and enrollment of Plan Participants.

2.08 Employer agrees to keep such records and furnish to DCP such applications, notices, or periodic reports as may reasonably be required by DCP for the purpose of verifying enrollment of Plan Participants, processing terminations of enrollment, effecting changes in Plan Participants' status or election of options under the Plan, determining the fees payable by Employer under this Contract, and for any other purpose reasonably related to the carrying out of the terms of this Contract.

2.09 Employer will, at its own expense and utilizing its own claims and auditor staff, have the right on request to periodically audit the files and records of DCP which relate to the duties performed under the terms of this Contract. Such audits will be performed during DCP's normal business hours, at a time agreed to by DCP and in a manner that minimizes the disruption of DCP's business operations.

2.10 Employer acknowledges that the summary plan description provided by DCP requires Plan Participants to obtain covered dental services from a Network Dentist, and that services provided by a dentist who is not a Network Dentist are not covered under the Plan. Employer also acknowledges that Employer is responsible for

reviewing and approving the summary plan description, and that any further action or documentation of the Plan which may be required by law is the sole responsibility of Employer. Employer further acknowledges that the funding rates required to fund the Plan are dependent on a number of factors, including but not limited to utilization by Plan Participants, and that DCP is not an actuary and makes no representation regarding the accuracy of any funding rates developed by Employer's actuary or adopted by Employer based on information, estimates or other data provided by DCP.

2.11 The legal and tax status of the Plan under applicable law is a matter of determination by Employer, and not by DCP. DCP is neither the administrator, nor a named fiduciary of the Plan, as defined under the Employee Retirement Income Security Act of 1974 (P.L. 93-406). Employer understands and acknowledges that compliance with all legal requirements imposed on the Plan by federal and state law is solely the responsibility of Employer.

2.12 Employer agrees not to use the names DCP or Dental Care Plus, or the Dental Care Plus logo, in any manner or context, nor authorize or permit any other person to use such names or logos in any manner or context, except as expressly approved by DCP. Employer further acknowledges that all systems and methodologies used by DCP, and all documents and databases provided by DCP, including but not limited to the summary plan description, the Network Directory, and the identification card, are proprietary to DCP, and Employer agrees to not use such documents, databases, systems, methodologies, or other information, or to permit any other person to use such documents, databases, systems, methodologies, or other information without the express consent of DCP. Employer further acknowledges that the Network Fees are confidential information, and agrees to maintain any information which includes the Network Fees in a confidential manner, and to not disclose the Network Fees to any person; provided however, that such Network Fees may be disclosed to Employer's human resources staff, accountants, auditors, attorneys, and other professional advisors as necessary for the sole purpose of Plan administration, or in the exercise of Employer's audit rights under this Contract. Employer agrees, prior to disclosure of any confidential or proprietary

information, to obtain the agreement of any staff member, accountant, auditor, attorney or other professional advisor that the Network Fees are confidential and proprietary to DCP, and that such information will be maintained in a confidential manner and not further used or disclosed. Employer acknowledges that DCP may seek injunctive relief if this Section 2.12 is violated, and that injunctive relief is appropriate and necessary to protect DCP's confidential and proprietary information, and that there is no other adequate remedy at law.

Article III

Indemnification and Limitation on Payment of Claims

3.01 In the event that Employer defaults on the terms of this contract and no longer pays Dental Care Plus as agreed to under the terms of this Contract, Dental Care Plus will notify the dentists who have signed participating dentist agreements and Plan participants. Dental Care Plus assumes no responsibility nor liability to pay claims for covered services in the event Employer has failed to pay Dental Care Plus under the terms of this contract.

Article IV

Network Dentists

4.01 DCP represents that all Network Dentists are licensed to practice dentistry as required by the state where the dentist is listed as providing services in the Network Directory.

4.02 DCP does not employ dentists or engage in the practice of dentistry. All Network Dentists are independent contractors, and the diagnosis and treatment of dental conditions is the responsibility and solely within the professional judgment of the Network Dentist. DCP assumes no responsibility or liability for professional services provided by Network Dentists.

Article V

Effective Date and Term

5.01 The Effective Date of this Contract and the Renewal Date are the dates designated in the Application for Administrative Services Contract.

5.02 The Term of this Contract is for a period of one (1) year commencing on the Effective Date. Unless DCP or Employer provides notice to the other party at least sixty (60) days prior to the end of the then current Term of their intent not to renew or to renew on different terms than those set forth herein, the Contract will be automatically renewed for additional one (1) year Renewal Terms beginning on the Renewal Date of this Contract; provided, however, DCP or Employer may terminate this Contract without cause at any time by giving sixty (60) days prior written notice of termination to the other party.

5.03 In addition to the right of termination provided in Section 5.02, this Contract may be terminated by DCP, without notice, if Employer fails to pay any amounts payable to DCP under this Contract, effective at the expiration of the last period for which Employer paid under the provisions of the Contract. Acceptance of a delinquent payment by DCP will not be deemed a waiver of DCP's right to terminate under this Section.

Article VI

Miscellaneous

6.01 All notices or demands under this Contract must be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered mail, postage prepaid, to the address set forth in the first paragraph of this Contract, as such address may be modified from time to time by the respective party on written notice to the other party.

6.02 This Contract, any Appendices, Exhibits, Amendments and Addendums attached hereto or issued subsequently by DCP, and the Application for

Administrative Services Contract constitute the entire agreement between parties. Any inconsistencies between the Application for Administrative Services Contract and this Contract (including Appendices, Exhibits, Amendments and Addendums) will be resolved in favor of this Contract.

6.03 This Contract may be amended only in writing signed by both parties; provided however, that DCP may amend the Contract to comply with state or federal law on written notice to Employer without the consent of Employer.

6.04 Plan Participants have only the rights and benefits, subject to the terms and conditions, set forth in the Plan. Plan Participants are not third party beneficiaries under this Contract, and have no right of action against DCP.

6.05 This Contract is governed by and construed in accordance with the laws of the state listed in the Addendum.

6.06 This Contract is binding upon and inures to the benefit of the parties hereto, their successors and assigns. The rights and obligations of either party hereunder may not be assigned without consent of the other party, provided however, that DCP may assign this Contract upon notice to the Employer without Employer's consent, to an affiliate of DCP, or to a successor in interest upon sale, merger or other acquisition of DCP or all or part of its assets.

6.07 The headings of the various sections have been inserted for convenience of reference only and do not constitute a part of the Contract.

6.08 In the event any of the provisions contained in this Contract are for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

6.09 The waiver of any provision of this Contract will not be deemed a waiver of any other provision, or an ongoing waiver of the same provision unless specifically designated an ongoing waiver by the waiving party in writing.

Article VII

Business Associate Provisions

7.01 Capitalized terms used in this Article VII shall be defined as set forth below. To the extent not otherwise defined herein, terms shall have the same meaning as in HIPAA and the Privacy and Security Regulations, as they may be periodically revised and amended subsequent to the Effective Date of this Contract.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.

Individual means a person whose Protected Health Information is created, accessed, used, held or maintained by DCP on behalf of Health Plan.

Individual Right means the right of an Individual to access or amend their Protected Health Information, to request an accounting of uses and disclosures of their Protected Health Information, to request restrictions on the use and disclosure of their Protected Health Information, to request confidential communications, and any similar right of an Individual with respect to Protected Health Information which arises out of HIPAA or the Privacy and Security Regulations.

Plan or Health Plan means the self-insured dental benefits plan sponsored by Employer and offered to eligible employees and their dependents.

Privacy and Security Regulations means the regulations promulgated by HHS pursuant to HIPAA to address the privacy and security of Protected Health Information, which currently are codified at 45 C.F.R. 160 and 164, as now in effect or as amended, expanded or recodified from time to time subsequent to the Effective Date of this Amendment. Privacy and Security Regulations also include without limitation any regulations adopted under the amendments to

HIPAA enacted in the .Stimulus Act.

Security Requirements means 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316, as now in effect or as subsequently amended. Security Requirements also consist of any law or regulation promulgated after the Effective Date to address the requirements imposed on a covered entity or a business associate of a covered entity under HIPAA.

Stimulus Act means the American Recovery and Reinvestment Act of 2009.

7.02 Restrictions on Use and Disclosure of Protected Health Information

- A. Except as otherwise provided herein, DCP may Use or Disclose Protected Health Information only as necessary to perform DCP's obligations under the Contract, subject to the conditions and restrictions set forth below.
- B. DCP may Disclose Protected Health Information to other organizations with whom Plan Sponsor has executed a business associate agreement related to the Plan, and to DCP's subcontractors and agents, but only as necessary to perform services under the Contract. Prior to the Disclosure of Protected Health Information to a subcontractor or agent of DCP, the subcontractor or agent must agree in writing to be bound by the same restrictions that apply to the DCP under this Article.
- C. DCP shall Disclose PHI to the Plan Sponsor upon the request of Plan Sponsor for the Plan Sponsor's administration of the Plan, provided the Plan document has been amended as required under the Privacy Regulations. DCP may disclose Summary Health Information to the Plan Sponsor for the purpose of (a) obtaining bids for health or stop loss

insurance for the Plan, or (b) modifying, amending or terminating the Plan, without an amendment to the Plan document.

- D. Unless otherwise limited by this Article , DCP may Use Protected Health Information in its possession for the proper management and administration of DCP or to carry out its legal responsibilities.

- E. Unless otherwise limited by this Article, DCP may Disclose Protected Health Information in its possession for the proper management and administration of DCP or to carry out its legal responsibilities' provided (i) such Disclosure is Required by Law or (ii) DCP obtains reasonable assurance from any person or organization to which PHI is disclosed that such person or organization will hold such PHI in confidence and use or further disclose it only as Required by Law or for the purpose for which it was Disclosed to the person or organization, and notify DCP of any instance of which the person or organization becomes aware in which the confidentiality of such PHI has been breached.

- F. DCP shall, in all cases, limit any Use or Disclosure of Protected Health Information to the Limited Data Set, if practicable, or if needed by the DCP, the minimum amount of Protected Health Information necessary to perform the task or accomplish the purpose of the Use or Disclosure. Upon issuance of guidance by the Secretary on what constitutes the minimum amount of Protected Health Information necessary, DCP shall limit the amount of Protected Health Information Used or Disclosed by DCP in accordance with such guidance.

- G. DCP may not Use or Disclose Protected Health Information in any manner that would constitute a violation of HIPAA, including without limitation the Privacy and Security Regulations, if Used or Disclosed by Plan.

- H. DCP may Use or Disclose Protected Health Information to provide Data Aggregation services related to the Plan's Health Care Operations.
- I. DCP agrees to not Use or further Disclose Protected Health Information other than as authorized by this Article, as requested by the Plan, or as Required by Law.
- J. DCP shall implement and use reasonable and appropriate administrative, technical and physical safeguards which will protect the confidentiality, integrity, and availability, and prevent Uses or Disclosures of Protected Health Information other than as provided for by this Article.
- K. If DCP becomes aware of any Use or Disclosure of Protected Health Information not permitted under this Article, it shall report such Use or Disclosure to Plan Sponsor.

7.03 Obligations of DCP

- A. DCP will cooperate with the Plan Sponsor in the administration of Individual Rights, and will provide the Plan Sponsor promptly upon request with the information in the possession of DCP necessary for the Plan Sponsor to respond to a request from an Individual to exercise one or more Individual Rights. Upon the instruction of the Plan, DCP will amend any Protected Health Information in the possession of DCP, implement restrictions on the Use and Disclosure of Protected Health Information in the possession of DCP, employ procedures to assure confidential communications of Protected Health Information in the possession of DCP as directed by the Plan Sponsor. DCP will notify the

Plan Sponsor promptly, but in no event later than five (5) days after receipt of a request from an Individual to exercise one or more Individual Rights. All requests from an Individual to exercise an Individual Right will be processed and handled by the Plan Sponsor.

- B. DCP shall maintain a record of all Disclosures of Protected Health Information as necessary to provide an Accounting of such Disclosures to the Plan Sponsor upon request.
- C. DCP shall make its internal practices, books and records relating to Uses and Disclosures of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services or designee, or to any other official or agency with enforcement authority under HIPAA, for purposes of determining the Plan's and DCP's compliance with HIPAA.
- D. Upon the termination of the Contract, DCP shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible, DCP agrees that the provisions of this Article are extended beyond termination of the Contract to the Protected Health Information still in the possession of DCP, and DCP shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.
- E. DCP shall report to Plan Sponsor any Security Incident relating to Electronic Protected Health Information of which it becomes aware.
- F. DCP shall, following the discovery of a Breach of Unsecured PHI, notify Plan Sponsor of such Breach. A Breach shall be treated as discovered by

DCP on the first day on which such Breach is known to DCP, or, by exercising reasonable diligence, would have been known to DCP or any person who is an employee, officer or agent of DCP, other than the person committing the Breach.

DCP shall notify Plan Sponsor of any Breach without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the Breach. DCP shall provide Plan Sponsor, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by DCP to have been Breached, and any other information that Plan is required to include in its notification to the Individual that is available to DCP.

DCP is not required to give notice to Health Plan of any of the following:

- i. Any unintentional acquisition, access, or Use of PHI by an employee or person acting under the authority of DCP, if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted by HIPAA.
- ii. Any inadvertent Disclosure by a person who is authorized to access PHI at DCP to another person authorized to access PHI at DCP, if the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted by HIPAA.
- iii. A Disclosure of PHI where DCP has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

- G. DCP acknowledges and agrees that the Protected Health Information of the Plan will be subject to and DCP shall comply with the Security Requirements.
- H. DCP shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless a valid authorization from each Individual whose information is the subject of the remuneration transaction has been obtained.

7.04 Obligations of Plan and Plan Sponsor

- A. Plan Sponsor and Plan will at all times comply with HIPAA. The Plan Sponsor will implement policies and procedures as required by HIPAA, and take such other action as required by HIPAA.
- B. Plan Sponsor will provide DCP with a copy of the Plan's notice of privacy practices required under HIPAA, and any modifications thereto.
- C. Plan Sponsor shall include the language required by the Privacy and Security Regulations in the Plan document if Protected Health Information is to be Disclosed by DCP to Plan Sponsor, and upon request provide DCP with a copy of the Plan Sponsor's certification of the Plan document amendment.
- D. Neither Plan Sponsor nor Plan will require DCP to Use or Disclose Protected Health Information in a manner that is not permitted under HIPAA, or otherwise require DCP to take action which is in violation of HIPAA.

7.05 Termination, Survival and Interpretation

- A. Notwithstanding any other provision of the Contract, either party may immediately terminate the Contract, if the other party has materially violated its responsibilities regarding Protected Health Information under this Amendment and has failed to provide satisfactory assurances to non-breaching party within thirty (30) days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.
- B. The responsibilities of DCP under this Article shall survive termination of the Contract indefinitely, until all Protected Health Information in the possession of DCP or an agent or subcontractor of DCP has been destroyed or returned to the Plan.
- C. In the event that a change in HIPAA or the Privacy and Security Regulations causes a provision of this Article to become invalid or requires additional safeguards for the protection of Protected Health Information, Plan Sponsor and DCP agree to execute such amendments or additional agreements as may be required, in good faith and within thirty (30) days of such event, in order to comply with such changes.
- D. This Article shall be construed liberally and in a manner consistent with the intent and purpose of HIPAA and the Privacy and Security Regulations, and any ambiguity shall be resolved in a manner consistent with HIPAA and the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first-mentioned above.

DENTAL CARE PLUS, INC.

By: Robert C. Hardy
Date: 11/22/2017
Title: VP + CFO

EMPLOYER

By: [Signature]
Date: 12/12/17
Title: President

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

AMENDMENT TO CONTRACT

*Dental Care Plus shall provide to the Warren County Auditor by **May 1, 2018** a full calendar year Type 2 SAS70 audit for the Plan year ending December 31, 2017.*

*Dental Care Plus shall provide to the Warren County Auditor by **May 1, 2019** a full calendar year Type 2 SAS70 audit for the Plan year ending December 31, 2018.*

*Dental Care Plus shall provide to the Warren County Auditor by **May 1, 2020** a full calendar year Type 2 SAS70 audit for the Plan year ending December 31, 2019.*

For Dental Care Plus:

By Anthony Cook, President / CEO or Robert Hodgkins Vice President / CFO

Robert Hodgkins VP & CFO
Date 11/22/2017

For Warren County Commissioners:

Tom Grossmann / President

[Signature]
Date 12/12/17

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



DENTAPREMIER PLUS ADDENDUM

This DENTAPREMIER PLUS ADDENDUM (“Addendum”) to the Administrative Services Contract (“Contract”) between Dental Care Plus, Inc., DCP Holding Company (collectively “DCP”) and WARREN COUNTY COMMISSIONERS (“Employer”) is incorporated into and is a part of the Contract, and shall be effective as of the Effective Date of the Contract.

WHEREAS, Employer has selected a self-insured plan benefit design which requires Plan Participants to obtain covered services from a Network Dentist; and

WHEREAS, Employer wishes to offer to eligible employees and their dependents a second option which permits Plan Participants to obtain services from the dentist of their choice; and

WHEREAS, DCP also offers a self-insured plan benefit design which permits Plan Participants to obtain services from the dentist of their choice without penalty, which is referred to as DentaPremier Plus;

NOW THEREFORE, the parties agree to incorporate into the Contract the following provisions:

1. All terms used in this Addendum shall have the same meaning as in the Contract.
2. In addition to the schedule of benefits and summary plan description referenced in Section 1.02 of the Contract, DCP will also provide Employer with a schedule of benefits and a summary plan description for the DentaPremier Plus option. Under the DentaPremier Plus option, Plan Participants are not required to obtain benefits from a Network Dentist, and may obtain covered services from the dentist of their choice.
3. Plan Participants who select the DentaPremier Plus option will not have access to the DCP Network, and the Network Fee will not be applied to Claims for covered services under the DentaPremier Plus option, regardless of whether the dentist who provided the service is a Network Dentist. The approved payment for all Claims for covered services under the DentaPremier Plus option will be based on a separate fee schedule developed by DCP for use with the DentaPremier Plus option (“Indemnity Fee Schedule”). The Employer acknowledges that the Indemnity Fee Schedule may be higher than the Network Fee Schedule, and that Plan Participants are responsible for paying the dentist for the difference between the Indemnity Fee Schedule and the dentist’s billed charge, as well as copayments and deductibles required under the DentaPremier Plus option.
4. Claims for covered services under the DentaPremier Plus option will be paid directly to the dentist only if the Dentist has executed and provided to DCP a valid

assignment of benefits. All other Claims for covered services under the DentaPremier Plus option will be paid to the Plan Participant.

5. DCP will distribute to each employee who selects the DentaPremier Plus option a summary plan description, and an identification card which bears the DentaPremier Plus logo. Plan Participants who select the DentaPremier Plus option will not be provided with access to the Network Directory.

6. Employer will notify DCP which employees have selected the DentaPremier Plus option.

7. Employer acknowledges that the name DentaPremier Plus is a trade name of DCP, and agrees not to use the name DentaPremier Plus or the DentaPremier Plus logo, nor authorize or permit any other person to use such name or logo in any manner or context, except as expressly approved by DCP.

8. Except as expressly set forth in this Addendum, all provisions of the Contract, including but not limited to the fees and other provisions set forth in Addendum A to the Contract, are applicable to the DentaPremier Plus option, in the same manner and to the same extent as applicable to the Plan generally.

9. This Addendum shall i) continue in effect until termination or non-renewal of the Contract pursuant to Article V of the Contract, and ii) automatically terminate on termination of the Contract; provided however, that either party may terminate this Addendum without terminating the Contract as of the Renewal Date of the Contract, on written notice at least sixty (60) days prior to the end of the then current Term.

DENTAL CARE PLUS, INC.

By: Robert Hargy

Title: VP + CFO

Date: 11/14/17

EMPLOYER

By: [Signature]

Title: President

Date: 12/12/17

DCP HOLDING COMPANY

By: Robert Hargy

Date: 11/14/17

Title: VP + CFO

ADDENDUM A
to
Administrative Services Contract
WARREN COUNTY COMMISSIONERS

I. COMPENSATION

All Fees will be paid by Employer to Dental Care Plus, Inc. ("DCP") at the location set forth in the invoice on or before the Due Date, as set forth below.

A. Administration Fees

Employer agrees to pay the monthly Administration Fee at the following rate:

\$3.15 per enrolled employee per month

***This rate guaranteed for 3 years**

An invoice for the monthly Administration Fee will be submitted to Employer by DCP approximately the fifteenth (15) day of each month.

The Due Date for payment of the monthly Administrative Fee to DCP is the last banking day of the month in which the invoice is received.

B. Run-off Fees

If Employer elects to utilize the services of DCP to process Run-off Claims, Employer agrees to pay a Run-off Fee as follows:

\$4.00 per Claim

A monthly invoice for the Run-off Fee will be submitted to Employer by DCP approximately the fifteenth (15) day of each month.

The Due Date for payment of the Run-off Fee to DCP is the last banking day of the month in which the invoice is received.

C. Consulting Fees

If upon termination or non-renewal of this Contract, Employer requests DCP provide Transition Services as set forth in Section 1.14 of the Contract, Employer agrees to pay DCP for such services at the following rate:

\$125 per hour

An invoice for Consulting Fees will be transmitted to Employer by DCP no later than the fifteenth (15) day of the month following the month when the consulting Fees were incurred.

The Due Date for payment of the Consulting Fees to DCP is the last banking day of the month in which the invoice is received.

II. FUNDING OF PAID CLAIM EXPENSES

Paid Claims Expenses on all Claims processed by DCP will be funded by Employer by the Due Date as set forth below.

DCP will prepare and transmit to Employer a weekly Claim Expense Backup Report which sets forth the amount of Paid Claim Expenses which Employer is required to fund. Paid Claim Expenses include all processed Claims which have been approved for payment by DCP through the date of the Report. Paid Claim Expenses will be funded by Employer at the amount set forth in the Claim Expense Backup Report. The amount which each Network Provider is paid on a Claim may differ from the amount set forth in the Claim Expense Backup Report as a result of the Network Provider's agreement to permit DCP to withhold a portion of the Network Fee.

The Due Date by which Paid Claim Expenses must be transferred by Employer to the Claims payment account designated in writing by DCP is two (2) working days from the date of receipt of the Report. No Claim will be paid by DCP until the Paid Claim Expense for such Claim has been funded by Employer as set forth above. In no circumstances will DCP use, lend or advance its own funds for the payment of Claims.

If Employer elects to utilize the services of DCP to process Run-off Claims, this Section II will also apply to the funding of the Paid Claims Expenses for such Run-off Claims.

III. APPLICABLE STATE LAW

The Contract shall be governed by the law of the State of OHIO.

For Employer:

By [Signature]
Title President Date 12/12/17

For Dental Care Plus, Inc.:

By [Signature]
Title VP + CFO Date 11/14/17

Resolution

Number 17-1941

Adopted Date December 12, 2017

AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN APPLICATION WITH TOKIO MARINE HCC LIFE INSURANCE COMPANY FOR THE PROVISION OF EXCESS LOSS INSURANCE RELATIVE TO THE HEALTHCARE PLAN

WHEREAS, it is the desire of the Board to maintain excess loss insurance coverage relative to the self-funded health care plan; and

WHEREAS, a review of loss carriers shows that Tokio Marine HCC Life Insurance Company, can provide a level of excess loss coverage that is viable for the plan and that reduces the monthly premium; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Application, Split Fund Endorsement and Disclosure statement to Tokio Marine HCC Life Insurance Company for loss coverage effective January 1, 2018; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Tokio Marine
Horan Associates
Tokio Marine
OMB Benefits File
T Whitaker, OMB

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
 Three Town Park Commons, 225 TownPark Drive, Suite 350
 Kennesaw, Georgia 30144 (800 447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address Warren County Board of Commissioners Warren County Administration, Building 406 Justice Drive Lebanon, OH 45036 Telephone No.: (513)695-1250	2. Applicant is a (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Labor Union <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> PEO <input type="checkbox"/> Partnership <input type="checkbox"/> MEWA Other: Unknown
3. Contract Period: Effective Date: 01/01/2018 Expiration Date: 12/31/2018	
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage: Address of Affiliates or Subsidiaries: <input type="checkbox"/> None <input checked="" type="checkbox"/> See attached listing if applicable	
5. Nature of Business of the Applicant to be Insured: Executive Offices	6. Key Contact Person at Applicant:
7. Enter full name of the Employee Benefit Plan(s): Warren County Board of Commissioners Employee Benefit Plan A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.	
8. Name and Address of Plan Supervisor: United Healthcare 400 E. Business Way Suite 100 Sharonville, OH 45241	
9. Agent of Record: Horan Associates Incorporated	
10. Estimated Initial Enrollment: Single: 350 Family: 531 Total Covered Units: 881	
11. Retirees Covered: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
12. The Utilization Review vendor will be: United Healthcare	
13. Deposit Premium (Minimum of first month's estimated premium): \$ 23,564.14 Please review the deposit premium on the Monthly Premium Accounting Worksheet.	
14. SPECIFIC STOP LOSS INSURANCE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:	
B. Specific Deductible in each Contract Period per Covered Person: \$250,000	
C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2017 through 12/31/2018, and Paid from 01/01/2018 through 12/31/2018. Run-in limit: N/A	
D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person Specific Contract Period Reimbursement Maximum per Covered Person: Unlimited	
E. Separate Individual Specific Deductible: None	
F. Monthly Specific Premium Rates: (Based on Split Funded Endorsement) Single: \$8.66 Family: \$31.80	
G. Specific Percentage Reimbursable 100%	
H. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month:	

15. AGGREGATE STOP LOSS INSURANCE:

Yes No

- A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
 Medical Dental Weekly Income Vision Prescription Drug Card Prescription Drugs under Medical Other:
- B. Minimum Annual Aggregate Deductible: **\$8,409,380.52**
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)
- C. Contract Basis: **24/12**
Covered Expenses Incurred from 01/01/2017 through 12/31/2018, and Paid from 01/01/2018 through 12/31/2018.
Run-in limit: N/A
- D. Aggregate Contract Period Reimbursement Maximum: **\$1,000,000**
- E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$393.44					
Family	\$1,060.41					

- F. Aggregate Percentage Reimbursable **100%**
- G. Loss Limit: **\$250,000**
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.
- H. Monthly Deductible Advance Reimbursement Option: Yes No
- I. Aggregate Terminal Liability Option: Yes No
- J. Aggregate Premium:
1. Annual Premium payable in advance for Contract Period:
 2. Monthly Premium rate per Covered Unit: \$ **4.14**
 3. Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
 4. Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

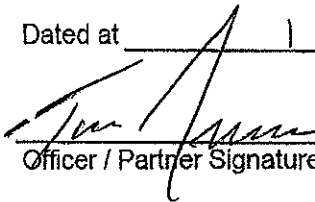
Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

Warren County Board of Commissioners

Dated at _____ 1 _____

this _____ day of _____, 20_____.



Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20_____.

By: _____

Title: _____

Policy No.: _____

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

Policy Number: HCL33495
Endorsement Number: 1
Policyholder: Warren County Board of Commissioners
Effective Date of Endorsement: 01/01/2018

SPLIT FUNDED ARRANGEMENT - FIXED

Notwithstanding any other provisions of the Stop Loss Policy, the provisions of this Endorsement shall be used to determine the amount of Individual Stop Loss Insurance benefits payable by Us.

You and We agree that this Policy is amended as follows:

1. You shall pay for all Covered Expenses:
 - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
 - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement is \$300,000.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under this Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Year, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII. of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
 - A. The end of the Policy Year, or
 - B. Your failure to comply with any provision of this Endorsement, or
 - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$300,000 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners
Full Legal Name of Applicant/Policyholder

 Tom Grossman
Officer/Partner Signature (print name)

Signed At / Date Signed

Licensed Agent Signature

FOR HCC LIFE INSURANCE COMPANY OFFICE USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, _____

By _____

Title: _____

HCC LIFE INSURANCE COMPANY

Policyholder **Warren County Board of Commissioners** Policy No. **HCL33495** Effective Date **01/01/2018**
 Administrator **United Healthcare** Report Period **01/01/2018** to **01/31/2018**

Coverage	Current Units	Prior* Units	Total Units		Rates	Gross Premium
Specific						
Single	350		350	X	8.66	3,031.00
Family	531		531	X	31.80	16,885.80
				X		
				X		
			Gross Premium			19,916.80
Aggregate						
Composite	881		881	X	4.14	3,647.34
				X		
				X		
				X		
			Gross Premium			3,647.34
MDAR				X	0.00	0.00
State Assessment Fee	881		881	X	0.0000	0.00
Total Gross Premium						23,564.14

*Prior month adjustments are limited to the preceding 3 months. You must attach documentation to receive consideration for any other months.

Please make checks payable to **HCC LIFE INSURANCE COMPANY**. Send checks to: HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032.



HCC LIFE INSURANCE COMPANY DISCLOSURE/TRIGGER DIAGNOSIS

Full Legal Name of Applicant/Name Insured Warren County Board of Commissioners

This form must be completed by the named insured (Employer) and returned to HCC Life Insurance Company within 5 days of completion by the named insured. Should we require any additional information in order to evaluate this disclosure statement, we will respond in writing with any additional information necessary to complete our review. Upon receipt of the completed disclosure, the Company will assess all data, new and previously reported, and will inform the producer in writing within (5) working days of any changes to the rates, factors of terms of coverage.

Please answer each question below. If the answer is yes to any part, please provide details below or attach another sheet, if necessary.

"Participant" means any eligible employee, COBRA participant, retiree or their dependents.

1.- Have claims on any participant during the last 12 months been incurred and/ or paid in excess of 50% of the specific deductible or \$25,000 (whichever is less)? Yes No (If Yes, please list) **See United Healthcare Report**

2.- Are any participants currently, or have they been in the past 30 days, confined to a hospital or other medical facility on multiple occasions or for three (3) or more consecutive days? Yes No (If Yes, please list) **See United Healthcare Report**

3.- Are there currently any dependent children over the normal termination age covered by the plan under a disabled or handicapped child extension provision? Yes No (If Yes, please list) **See Attached Listing**

4.- Other than the individuals already listed, are there other known potential shock loss claims? (potential catastrophic claims means any claimants expected to incur claims that may reasonably be assumed will exceed 50% of specific deductible in the next plan year) Shock losses are defined on the second page along with a "Trigger" Listing (The *Trigger Diagnosis List* is intended to assist the Named Insured in their disclosure review) Yes No (If Yes, please list) **See United Healthcare Report**

Last Name, First	Diagnosis/Prognosis	Mo./Yr. 1 st day for Treatment	Last 12 Months Paid Claims Amount	Pended/Denied Claims Amount
1. See United Healthcare Report				
2.				
3.				
4.				

5.- Are there any participants who are expected to be absent from work due to disability on the effective date of the Stop Loss Policy Coverage? Yes No (If Yes, please list)

6.- Have any participants been absent from work due to disability (sick time, Family Medical Leave, or scheduled Leave of Absence) during the past 30 days? (In case of a dependent or COBRA participant, is by disability unable to perform his or her normal functions of a person of like sex and age.) Yes No **See Attached Listing**

Disabled Lives	Status/Reason for Disability
1. See Attached Listing	
2.	
3.	



TOKIOMARINE
HCC

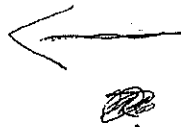
7.- Are any participants covered under COBRA, or COBRA eligible? Yes No

COBRA Participants	Qualifying Event and COBRA Start Date
1. See Attached Listing	
2.	
3.	

8.- If the plan is fully insured currently, does the prior carrier provide extended benefits for disabled employees and/or their dependents? Yes No N/A

After diligent review, we hereby represent and warrant that the above list is complete and accurate to the best of our knowledge and belief, and that nothing has been intentionally omitted. In addition, should HCC Life Insurance Company require additional medical information on any individual disclosed above, we agree to provide access to this information so that HCC Life Insurance Company may evaluate the risk and provide final terms. We also acknowledge that furnishing false information, suppression, withholding or misstating of material facts, or the failure to provide a true and correct document within the specified time-frame may result in the stop loss carrier's election of the carrier.

Named Insured (Employer) Date
Officer Signature



Date



TOKIO MARINE
HCC

Wire Transfer/ACH Credit Authorization Form



New Instructions



Change/Update Instructions

Company/Payee Name: Warren County Board of Commissioners

Address: 404 Justice Drive

Lebanon, Oh 45036

Contact Name & Phone Number: Tamm Whitaker 513 695 1324

Financial Institution Name: LCNB National Bank

ACH Routing Number: 042205708

Wire Routing Number: 042205708

Account Number: 6508629

Account Type: Checking

Payment Notification Email: dswigert@co.warren.oh.us

For Foreign Wire Transfer

Sort code: _____

Swift: _____

IBAN: _____

I authorize Tokio Marine HCC and its affiliates to initiate credits to the account at the financial institution listed above. I agree not to hold Tokio Marine and its affiliates responsible for any delays or loss of funds due to any incorrect or incomplete information supplied by me or by the financial institution listed above. This authorization will remain in effect until I have canceled it in writing.

Signature: [Signature] Date: 12/12/17

Name: Tom Grossmann

Resolution

Number 17-1942

Adopted Date December 12, 2017

APPROVE TRANSFER OF UNCLAIMED BOND FUNDS COLLECTED BY THE BUILDING AND ZONING DEPARTMENT TO A TRUST FUND FOR UNCLAIMED MONIES PURSUANT TO R.C. 9.29

WHEREAS, pursuant to the Ohio Revised Code Section 9.29, all money received or collected by a public official under color of office and not otherwise paid out according to law shall be paid into the treasury of the public office with which he is connected to the credit of a trust fund and shall be retained there until claimed by its lawful owner. If not claimed within a period of five years, the money shall revert to the general fund of the public office; and

WHEREAS, Commissioners' Resolutions Nos. 88-444 and 05-355 established and amended the schedule of fees collected by the County Building and Zoning Department, including a cash bond collected in connection with release of electrical services, and to be returned upon issuance of a certificate of occupancy; and

WHEREAS, the County Building and Zoning Department collected bonds from permit applicants from June 1, 1988 through May 15, 2012, at which point Commissioners Resolution No. 12-0653 eliminated the requirement for a temporary electric bond; and

WHEREAS, certain permits issued in connection with payment of the bonds have expired pursuant to the Ohio Building Code and Ohio Residential Building Code; and

WHEREAS, certificates of occupancy were never issued for those sites and the bonds were never claimed by nor refunded to those applicants or any lawful owner; and

WHEREAS, monies collected for the above-described purpose have been held in treasury funds 792 and 798;

NOW THEREFORE BE IT RESOLVED, to retain the unclaimed bond funds, totaling \$138,020.47 in fund 798, to be held in trust for five years from the date of adoption of this resolution, after which any unclaimed money shall revert to the County Treasury, pursuant to R.C. 9.29, where it may be expended on any proper public purpose in accordance with Ohio law.

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
Auditor 
Treasurer

Resolution

Number 17-1943

Adopted Date December 12, 2017

ACCEPT THE TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS
BETWEEN THIS BOARD AND THE WARREN COUNTY DISPATCH ASSOCIATION

WHEREAS, representatives of the Warren County Board of Commissioners and the Warren County Dispatch Association been negotiating to reach agreement relative to a new Agreement for the county dispatch employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Board of Commissioners and the Warren County Dispatch Association have reached a tentative agreement; and

WHEREAS, the tentative agreement is now before the Warren County Commissioners for approval or rejection; and

NOW THEREFORE BE IT RESOLVED, by the Commissioners of Warren County, Ohio, that the tentative agreement in the above-mentioned negotiations be approved; said copy attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Emergency Services (file)
Marc Fishel
Tiffany Zindel
C/A—WC Dispatch Association

Tentative Agreement between WCDA and Warren County Board of Commissioners
2018-2020

AGREEMENT

BY AND BETWEEN THE

**WARREN COUNTY
BOARD OF COMMISSIONERS**

AND

**WARREN COUNTY DISPATCH
ASSOCIATION**

SERB CASE NUMBER

2017-MED-09-0958

**Effective January 1, 2018 through
December 31, 2020**

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PREAMBLE

This Agreement entered into by the Warren County Board of Commissioners, hereinafter referred to as the "Employer" and the Warren County Dispatch Association, hereinafter referred to as the "Association."

ARTICLE 1
RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board (SERB) in Case No. 08-REP-08-0135, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Association as the sole and exclusive representative for all Emergency Communications Officers and Call-Takers employed by Warren County, Ohio.

Section 1.2. The Association recognizes the following employees as being included in the bargaining unit: All Emergency Communications Officers employed by Warren County, Ohio. All other employees of Warren County, Ohio, including Emergency Communications Supervisors are excluded.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within thirty (30) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon it by law to carry out the administration of the department and include, but not be limited to:

Tentative Agreement between WCDA and Warren County Board of Commissioners
2018-2020

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and the Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry of any person, or Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination; therefore, not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to state or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
ASSOCIATION SECURITY

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Association membership dues uniformly required of bargaining unit members. The Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Association at least once a month.

Section 4.2. The Employer agrees to deduct Association dues once each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the

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Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
ASSOCIATION REPRESENTATION

Section 5.1. Following advance notice to the Director, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify themselves to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than five (5) employees from the bargaining unit, designated by the Association to act as Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members as provided herein.

Section 5.3. The Association shall provide to the Director an official roster of all

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Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Association office held.

No employee shall be recognized by the Employer as an Association Executive Board Member until the Association has presented the Employer with written certification of that person's selection.

Section 5.4. The writing and investigating of grievances shall normally be on non-work time; however, the investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activities do not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work-related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Association agrees that no Executive Board Member or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

Section 5.6. The Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

Section 5.7. The Employer agrees to furnish the Association bulletin board space to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association. The location of said bulletin board space shall be designated by the Employer. Items of a political or controversial nature shall not be posted.

ARTICLE 6
PROBATIONARY PERIODS

Section 6.1. Every newly hired employee or newly promoted employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. An employee promoted from Call-Taker to ECO shall serve a six (6) month probationary period which shall commence on the first day the employee receives pay as an ECO. A Call-Taker that fails probation after promotion to ECO may be permitted to return to his previous Call-Taker position upon approval by the Director or his designee.

If a Call-Taker is promoted to ECO before completing six full months of service as a Call-Taker, he shall continue in the initial probationary period but shall not be required to serve an additional six months' probation upon attaining one full year of service as a Call-Taker/ECO. Call-Takers promoted to ECO after serving at least the first six (6) months of the initial probationary period shall be subject to the six (6) month promotional probationary period set forth above.

Section 6.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more workdays due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 6.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 7
SENIORITY

Section 7.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 7.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement. Seniority accrued by employees with the Warren County Sheriff's Office as of January 1, 1989, will continue to be credited as long as the employees are employed by Warren County.

Section 7.2. Except as set forth above, "seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Communications Center.

A. The following situations shall not constitute a break in continuous service:

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1. absence while on approved paid leave of absence or while on FMLA;
 2. absence while on disability leave;
 3. military leave; and
 4. a layoff of eighteen (18) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge or removal for just cause;
 2. retirement;
 3. layoff for more than eighteen (18) months;
 4. failure to return to work within ten (10) calendar days of a recall from layoff;
 5. failure to return to work at the expiration of leave of absence; and
 6. a resignation without reinstatement within ninety (90) days.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 7.2(A)(1) through (4) above.

ARTICLE 8
DISCIPLINE

Section 8.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay; and
- D. Discharge from employment.

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Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 8.3. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request to have an Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 8.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall not be an employee of the Warren County Emergency Services.

Section 8.6. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference if such investigation took place. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 8.7. The employee is entitled to a representative of his choice to accompany him to the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered hours worked.

Section 8.8. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the

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Association, and the Employer upon completion of the report.

Section 8.9. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have an Association representative or a representative of his choice present during the questioning. The Employer shall not be untruthful regarding existing evidence that supports any suspicion of the employee's misconduct during questioning.
- C. Prior to questioning, the employees will be ordered to answer all questions (including witnesses) and the employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty, and the Employer shall notify the employee of his or her rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- D. The Employer may audio record any investigative interviews or disciplinary conferences. The Employer shall record any investigative interviews or disciplinary conferences upon the request of the Association or the participating employee. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 8.10. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.11. An employee who receives a verbal or written reprimand may appeal up through Step 4 of the grievance procedure. No further appeal or grievance of verbal or written reprimands will extend beyond this appeal. If the employee does not agree with the review they may include a brief statement to be attached to the reprimand in the personnel

file.

Section 8.12. Newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 8.13. Employees shall be notified any time that the Employer is using audio or video monitoring equipment to record or monitor the employee's actions.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 9.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within fourteen (14) calendar days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the fourteen (14) calendar day period. The immediate supervisor must give their answer to the grievance in writing within fourteen (14) calendar days following the date on which the grievance was presented to them.

Section 9.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the fourteen (14) calendar day period shall grant the employee the right to submit the grievance within fourteen (14) calendar days to the Communications Manager who shall rule on the merits of the grievance and must respond in writing within fourteen (14) calendar days.

Section 9.4. Step 3: If the grievance is not resolved by the Communications Manager to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the Director or designee within fourteen (14) calendar days following the Communications Manager response. Should the Communications Manager fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the Director or designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Communications Manager. The Director or designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the

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grievance.

Section 9.5. Step 4: If the grievance is not resolved by the Director to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the management level administrator appointed by the County Commissioners or their designee within ten fourteen (14) calendar days following the Director's response. Should the Director fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the management level administrator appointed by the County Commissioners or their designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Director. The management level administrator appointed by the County Commissioners or their designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

A grievance unresolved at Step 4 may be submitted to arbitration upon request from the Association in accordance with the provisions of this Article.

Section 9.6. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the Association shall notify the Employer of its intent to seek arbitration.

Section 9.7. The Director and the Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Director and the Association are not able to agree upon an arbitrator within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Association shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 9.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 9.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

Section 9.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator,

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unless paid by the State of Ohio, shall be equally shared by the Employer and the Association.

Section 9.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 9.12. The Association shall use a grievance form which shall provide the information required in the Article. The Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Association Representative(s) all replies concerning the grievance.

Section 9.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 9.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 9.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 10.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. Each disciplinary action shall remain effective and in the employee's personnel file for twenty-four (24) months after its issuance; thereafter, the action shall cease to have force and effect provided the same or a related offense does not reoccur within that period of time.

Section 10.4. Each employee will have the right to insert statements into his personnel file

concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 10.5. Inactive files provided for in Sections 10.3 and 10.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

ARTICLE 11 **SAFETY AND WELFARE**

Section 11.1. The Employer and the Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.2. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 11.3 The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 11.4. Bargaining unit employees shall receive the same EAP benefits as non-bargaining unit employees under the jurisdiction of the Commissioners.

ARTICLE 12 **LABOR/MANAGEMENT AND SAFETY MEETINGS**

Section 12.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties' designated representatives agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Association and the Employer may have representatives as

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each deems necessary to address the issues, and neither Party may compel the other to participate in a labor/management meeting without its designated representatives.

Section 12.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/ or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Discuss with the Association proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members when such discussions are mutually agreed to by the parties.
- J. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

Section 12.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

ARTICLE 13
TRAINING

Section 13.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Warren County. On multiple-day training sessions where the employee has been authorized

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by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Warren County or to Warren County from the site shall be counted as regular work days, not to exceed eight (8) hours per day or forty (40) hours per work week.

Section 13.2. The Employer shall pay for all authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees. Employees are entitled to meal reimbursement only if travel is more than fifty (50) miles from Lebanon, Ohio or if the travel includes an overnight stay. Mileage reimbursement is only available if no County vehicle is available for use by the employee.

Section 13.3. Required training and/or instruction shall be considered time worked when the employee is not scheduled to work and is in an off duty status; however, employees may have their work schedule changed to accommodate training sessions.

Section 13.4. In the event an employee is scheduled for off-site, single-day training, the employee shall be paid for the time spent traveling to and from the training. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. Travel time shall be considered hours worked and paid at the appropriate rate of pay.

ARTICLE 14
PROFESSIONAL INSURANCE

Section 14.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 14.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

ARTICLE 15
PERSONAL ELECTRONIC DEVICES

Section 15.1. On duty personnel are prohibited from using any personal electronic device (ex. cell phone, personal computer) for official County business.

Section 15.2. Use of personal electronic devices will be permitted; however, supervisors may limit such use based upon operational needs.

ARTICLE 16
EQUIPMENT AND UNIFORMS

Section 16.1. The Employer shall supply at no cost to the employee all equipment and

uniforms required by the Employer, in quantities specified by the Employer. Employees shall have equipment and uniforms replaced by the Employer on an as needed basis as determined by the Employer.

Section 16.2. The Employer reserves the right to prescribe reasonable dress and grooming standards.

ARTICLE 17
ALCOHOL/DRUG STANDARDS

Section 17.1. Drug/alcohol testing may be conducted on employees prior to employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action; however such actions shall not be based solely on the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, in accordance with Article 8 of this Agreement.

Section 17.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 17.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of

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samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 17.6. Split Sample Testing:

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 17.8. If the alcohol or drug test is positive, adulterated, substituted, or dilute the employee may be subject to discipline in accordance with Article 8 of this Agreement and/or if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug-related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/ or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be

placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a negative result on a return-to-duty test, the employee shall be returned to his/her position. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his/her substance abuse professional. If the employee refuses to undergo rehabilitation, or if he/she fails to complete a program of rehabilitation, or if he/she tests positive, adulterated, substituted, or dilute on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action in accordance with Article 8 of this Agreement.

Section 17.9. Costs of all alcohol/drug screening tests required by the Employer shall be borne by the Employer.

Section 17.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug/alcohol screening test results and all related follow-up with the MRO, SAP, rehabilitation programs, etc. No other medical finding may be released without the express written authorization of the employee.

ARTICLE 18
HOURS OF WORK AND OVERTIME/
CALL-OUT TIME/ON-CALL TIME/COURT TIME

Section 18.1. Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

The parties agree to discuss issues relating to scheduling, as necessary, in labor-management meetings.

~~The County and the Union shall establish a Work Schedule Committee. The purpose of the committee is to examine alternative work schedules for the Call Takers and the Emergency Communications Officers. The committee shall consist of two members appointed by the County Administrator and two members appointed by the Union President.~~

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~~The committee shall study the impact of alternative work schedules on various aspects of the operation of the Emergency Communications Center and the jobs of the Call Takers and Emergency Communications Officers. First, it shall survey members of the bargaining unit and supervisors to obtain their input and preferences relating to work schedules. Second, the committee shall review studies of alternative work schedules. Third, the committee shall analyze data for the emergency Communications Center relating to the impact of work schedules on absenteeism, customer complaints, employee performance, fatigue, mistakes, overtime, recruitment and retention, shift coverage, sick leave usage, stress, training, and other factors.~~

~~No later than June 30, 2016, the committee shall submit a report to the County Administrator and the Union President. The report shall summarize the committee's findings and set forth the advantages and disadvantages and likely impacts of alternative work schedules for the Emergency Communications Center and the Call Takers and Emergency Communications Officers. The committee shall not recommend the adoption of any specific schedule.~~

~~Should meetings be scheduled during employees' regular work hours, employees shall receive their regular pay.~~

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times his regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time). Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of sixty (60) hours at any given time. In the event an employee accumulates sixty (60) hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than fourteen (14) days

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in advance of the time requested. The Director or designee may approve compensatory time off with less than the fourteen (14) day advance notice.

- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee will only be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the supervisor, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, **such that both employees will be credited for hours in paid status as if both employees had worked their normal work schedules for the shifts they were originally scheduled before the trade. Neither employees shall receive overtime for the hours worked on the traded shifts.** ~~except that~~ An employee who works an exchange and ~~is required to work~~ earns overtime **during hours other than the shifts that were traded shall continue to be eligible for receive the** overtime compensation as otherwise provided in this Agreement.

With prior approval of the supervisor, an employee may work a scheduled day off in exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

- A. The date and hours available shall be posted.
- B. The supervisor shall notify employees who have signed up for voluntary duty assignment notification of the date and hours available.
- C. Bargaining unit employees willing to work the overtime opportunity shall complete an overtime request form for the hours the employee is willing to work.
- D. Each bargaining unit employee may submit no more than two (2) overtime request forms in a twenty-four (24) hour period.
- E. The form is to be stamped with the date and time ~~by the supervisor or the acting supervisor~~ upon **submission** ~~receipt~~ of a completed form.
- F. If more than one employee requests to work the same hours, the employee with the earliest date and time stamp shall receive the overtime opportunity.

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- G. Overtime opportunities covering vacations or compensatory time shall be posted fourteen (14) days in advance, but in no case less than ten (10) days in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.
- H. **Once a voluntary overtime shift is assigned it cannot be cancelled by the employee unless another employee volunteers to work the assigned hours or the regular schedule of the employee originally assigned to work the voluntary overtime is changed for any reason.**
- I. **Employees who call in sick for an overtime shift they have agreed to work under this section must provide a doctor's note verifying the need for sick leave. If the employee fails to provide a doctor's note, he shall not be permitted to work voluntary overtime for thirty (30) days from the date of the call-in. Any voluntary overtime the employee has signed up for during this thirty (30) day period shall be re-posted in accordance with the provisions of this Article.**
- J. **Qualified probationary employees may sign up for voluntary overtime if a non-probationary employee has not signed up to work such overtime at least seventy-two (72) hours in advance of the scheduled overtime.**

Section 18.7. Unscheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty-four (24) hours in advance after following the procedures set forth in Section 18.6.

- ~~A. Overtime opportunities shall be given to qualified probationary employees only if no non-probationary employee has volunteered for the overtime twenty-four (24) hours prior to the start of the overtime opportunity.~~
- B. A. If the overtime opportunity is not filled, the supervisor shall notify all bargaining unit employees who have signed up for the voluntary overtime opportunity notification, including qualified probationary employees of the date and hours available. The overtime opportunity will then be given to the employees who respond in the order they respond.
- ~~C. B. If no bargaining unit employees respond within one (1) hour after the Employer notifies the employees who signed up for voluntary overtime opportunity notification, then the additional overtime opportunity hours shall be offered to employees working the preceding and/or succeeding shifts, as applicable.~~

Section 18.8. Mandatory Overtime. If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18.7, the supervisor may offer the extra hours to any available supervisor,

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or assign a non-probationary employee to work the overtime based upon the overtime equalization record which shall expire **at the end of the last full pay period of the year.** ~~each December 31st.~~ However, January's overtime opportunities will be assigned from the previous year's record.

A. The overtime equalization list shall be updated within twenty-four (24) hours of any change to the list. The only hours that will count towards the overtime equalization record for the purpose of mandatory overtime will be hours worked inside the communications center sitting a radio position or answering phones.

~~B. In such circumstances;~~ An employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.

Section 18.9. Call-In Pay. Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not about his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.10. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.11. Employees shall select their shift assignment according to their seniority, except as set forth herein. During the month of November of each agreement year, employees shall submit their first and second shift preferences to the Employer. Where employee schedules include fixed days off of work, the selection of shifts by seniority includes selection of regularly scheduled off-days. Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January. This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.12.

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- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.
- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including the employee's regularly scheduled off days), the Employer may adjust the employee's work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

Section 18.13 Employees may not take leave at the beginning or end of their shift in less than two (2) hour increments.

ARTICLE 19
WAGES AND COMPENSATION

Section 19.1. Effective the beginning of the first pay period following January 1, 20168, the regular hourly pay rate for all bargaining unit members shall be increased by ~~three percent (3%)~~ **two percent (2%)** as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37-48</u> <u>Months</u>	<u>48+</u> <u>Months</u>
Hourly	\$16.57 \$17.58	\$17.75 \$18.84	\$20.12 \$21.35	\$22.47 \$23.14	\$23.65 \$24.37
Annual	\$34,465.60 \$36,566.40	\$36,920.00 \$39,187.20	\$41,849.60 \$44,408.00	\$46,737.60 \$48,131.20	\$49,192.00 \$50,689.60
Call-Taker	<u>0-12</u> <u>Months</u>	<u>3-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>	
Hourly	\$12.36 \$13.11	\$12.73 \$13.52	\$15.05 \$15.97	\$16.57 \$17.58	
Annual	\$25,708.80 \$27,268.80	\$26,478.40 \$28,121.60	\$31,304.00 \$33,217.60	\$34,465.60 \$36,566.40	

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Section 19.2. Effective on the first day of the first full pay period following ~~July 1, 2016~~ **January 1, 2019**, the regular hourly rate of pay for all bargaining unit members shall be increased by **two percent (2%)** as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$16.74 \$17.93	\$17.93 \$19.22	\$20.32 \$21.78	\$22.69 \$23.60	\$23.89 \$24.86
Annual	\$34,819.20 \$37,294.40	\$37,294.40 \$39,977.60	\$42,265.60 \$45,302.40	\$47,195.20 \$49,088.00	\$49,691.20 \$51,708.80

Call-Taker	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>
Hourly	\$12.48 \$13.37	\$12.86 \$13.79	\$15.20 \$16.29	\$16.74 \$17.93
Annual	\$25,958.40 \$27,809.60	\$26,748.80 \$28,683.20	\$31,616.00 \$33,883.20	\$34,819.20 \$37,294.40

Section 19.3. Effective on the first day of the first full pay period following ~~January 1, 2017~~ **2017** the regular hourly rate of pay for all bargaining unit members shall be increased by **two percent (2%)** ~~three percent (3%)~~ as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$17.24 \$18.29	\$18.47 \$19.60	\$20.93 \$22.22	\$23.37 \$24.07	\$24.61 \$25.36
Annual	\$35,859.20 \$38,043.20	\$38,417.60 \$40,768.00	\$43,534.40 \$46,217.60	\$48,609.60 \$50,065.60	\$51,188.80 \$52,748.80

Call-Taker	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>
Hourly	\$12.85 \$13.64	\$13.25 \$14.07	\$15.66 \$16.62	\$17.24 \$18.29
Annual	\$26,728.00 \$28,371.20	\$27,560.00 \$29,265.60	\$32,572.80 \$34,569.60	\$35,859.20 \$38,043.20

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be

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multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eight (80) hours per each fourteen (14) day work or pay period.

Section 19.5. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of 4:00 p.m. and 8:00 a.m.

Section 19.6. Bargaining unit employees assigned to train other employees shall receive one dollar (\$1.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a ~~twelve (12)~~ **six (6)** week break before being assigned another trainee.

ARTICLE 20
PAY FOR WORKING IN A HIGHER CLASSIFICATION

Section 20.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, including ECOIC, shall receive \$1.00 per hour for each hour assigned. No employee shall be assigned to train another employee during hours the employee serves as ECOIC.

ARTICLE 21
VACATION

Section 21.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hour per pay period; total per year: 200 hours.

Section 21.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

Section 21.3. Vacation may be taken on fifteen (15) minute increments **except such leave**

taken at the beginning or the end of a shift shall be in a minimum of two (2) hour increments. Requests for vacation for the calendar year shall be made in writing by the employee to the employee's supervisor at least fourteen (14) days, but not more than six (6) months, in advance of the requested leave. The Director or designee may approve vacations with less than the fourteen (14) day advance notice. When an employee cancels a scheduled vacation, the Employer retains the right to cancel any overtime scheduled to cover the vacation, at no cost to the Employer.

Section 21.4. Vacation requests shall be honored by the Employer subject to the following limitations and exceptions:

- A. Vacation requests shall be honored solely on the basis of order of application, and no seniority right to preferred dates shall exist. Vacation request forms shall be stamped with date and time ~~by the acting supervisor~~ upon **submission receipt** of the form. If more than one employee requests the same dates(s) off, the employee with the earliest date and time stamp shall receive the date(s) off.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 21.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 21.6. Any employee with more than one (1) year of continuous service who separates from service shall be paid for any earned but unused vacation leave. Pro-rated vacation credit is given for any part of a year worked.

Section 21.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

ARTICLE 22 HOLIDAYS

Section 22.1. Designated holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th

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Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24 th
Christmas Day	December 25 th

Employees shall receive eight (8) hours of holiday pay for each holiday listed above, except Christmas Eve which shall be equal to four (4) hours pay. "Holiday" shall include only the twenty-four (24) hour period beginning 0000 and ending at 2359 for full holidays.

Section 22.2. An employee, while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided in this Article.

Section 22.3. Individuals on approved sick leave will be paid for any holidays occurring during their absence, and will not be charged for sick leave. Individuals on any approved leave with pay during a holiday, other than sick leave, may elect to use their approved leave with pay to cover their absence and receive the eight (8) hours of holiday pay, pursuant to Section 22.1, at the employee's option. If an employee elects to use paid leave on a holiday, the holiday pay shall not count as hours worked for overtime calculation.

Section 22.4. Employees required to work on one of the recognized/observed holidays are entitled to receive compensation at the rate of one and one-half (1.5) times their regular rate of pay, in addition to receiving their regular holiday pay for all hours worked during the 24-hour holiday period for full holidays. For Christmas Eve, employees required to work will receive six (6) hours at one and one-half (1.5) times their regular rate of pay and four (4) hours of holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime (i.e., pyramiding of overtime is not permitted). Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2 ½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Section 22.5. The Fourth of July, Thanksgiving, and Christmas are considered high demand time-off holidays. Employees will not be granted time off, in advance of the holiday, on more than one (1) of these holidays during the same calendar year. No employee shall be granted advance leave on the same holiday in consecutive years. Requests for leave (vacation, compensatory time, or personal leave) for the three (3) high-demand holidays shall be submitted no more than six (6) months, nor less than ninety (90) days in advance of the holiday, and, if granted, such requests will be granted on a first come first serve basis. If no one requests advanced holiday leave more than ninety (90) days prior to the holiday, any employee may request off on the holiday, including employees that received the same holiday off the previous year and employees that received other high demand holidays in that year.

Shift supervisors shall be subject to the same procedures for high demand holiday requests and holiday limits set forth in this section.

Section 22.6. Employees who work on a holiday will have the option to 1) receive their holiday pay and one and one-half (1.5) times pay for all hours worked during the twenty-four (24) hour holiday period; or 2) receive their holiday pay (eight [8] hours) as compensatory time and one and one-half (1.5) times pay for all hours worked on the holiday.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status exclusive of overtime. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid sick leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;
- B. Exposure of employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

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For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he shall notify the Director or his designee at least ninety (90) minutes prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or his designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected and paid by the Employer. The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fees, and/or expenses associated with the medical examination.

Section 23.7. Vacation leave or compensatory time may be used at the election of the employee for sick leave purposes after accrued sick leave is exhausted.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave

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and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy revised 1/17/09.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy revised 1/17/09.

ARTICLE 24
COURT TIME/STAFF MEETING

Section 24.1. Whenever an employee is required to attend a staff meeting or appear on off-duty time before any official court or before the Prosecutor for matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee attends a staff meeting or appears before any official court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal hourly rate of pay for all time spent in such appearances.

ARTICLE 25
PERSONAL DAY LEAVE

Section 25.1. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin at any time, and shall end one hundred eighty (180) calendar days later.

Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage **upon return to work**. Earned personal days must be taken within twelve (12) months of the date credited or the personal day(s) shall be forfeited.

ARTICLE 26
CIVIL (JURY) LEAVE

Section 26.1. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this Article. The employee shall remit all funds paid by the court, excluding expenses, to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Section 26.2. If an employee is required to serve court or jury duty outside of the employee's regularly scheduled work hours, the employee's schedule may be rearranged or flexed to avoid overtime and the time spent on jury duty shall be considered time worked.

Section 26.3. Employees appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., shall not be eligible for pay under this section. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 27
MILITARY LEAVE

Section 27.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 28
WORKERS' COMPENSATION

Section 28.1. The parties agree to follow the provisions of County Personnel Policy Manual, Policy 5.03, revised 1/17/09.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 29.1. Upon the written request of an employee, the Employer may grant the employee a leave of absence without pay for appropriate reasons.

Section 29.2. The maximum duration of a leave of absence without pay for personal

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reasons of the employee shall not exceed six (6) months.

Section 29.3. Leave may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would be of benefit to County Service by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 29.4. With the exception of Family and Medical Leave, the authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the Employer based upon its merits. Except for emergency situations, employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 29.5. Upon returning from a leave of absence, the employee will be placed in his/her original position, at the appropriate rate of pay.

Section 29.6. When an employee fails to return to work within three (3) days of the expiration of an authorized leave of absence without pay, absent extenuating circumstances, that employee shall be considered to have resigned from the position as of the expiration date of the authorized leave.

Section 29.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence will be considered in determining length of service for purposes when tenure is a factor.

Section 29.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to report for work within a reasonable amount of time. Disciplinary action may also be initiated.

ARTICLE 30
EXTENDED ILLNESS LEAVE WITHOUT PAY

Section 30.1. Extended Illness Leave Without Pay has been established for the sole purpose of maintaining an employee's benefits when all other leave available has been exhausted and when the employee is in a no pay status and has a probability of returning to work from an illness or injury. Each case will be reviewed thoroughly by the Appointing Authority and the Appointing Authority will make the decision to grant or deny Extended Illness Leave Without Pay.

- A. A physically or mentally incapacitated employee, who has exhausted his/her Family Medical Leave, exhausted all his/her accumulated paid leave or donated leave and whom voluntary reduction or reasonable accommodation is not practicable; may request up to twelve (12) weeks of extended illness leave without pay.
- B. The employee must have the probability of returning to work once the physical or

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mental incapacity is manageable.

- C. Extended illness leave only applies to the employee; care for immediate family members does not qualify for extended illness leave.
- D. An employee must be in no pay status to apply for extended illness leave. All paid leave accumulated or donated must be used prior to applying for extended illness leave. Prior to applying for extended illness leave without pay the employee should discuss the possibility of leave donation with his/her Department Head to see if the situation is qualifying for leave donation.
- E. If an employee has received leave donation after an extended illness leave without pay has been approved, the time the employee is compensated with leave donation will not be counted towards the twelve (12) weeks of extended illness leave without pay. Extended illness leave is without pay.
- F. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.
- G. The employee must present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request must be in writing, with evidence attached. Extended Illness Leave may be denied if sufficient evidence is not provided. At such time the Appointing Authority may pursue disability separation (see Policy 9.04: Disability Separation, revised 1/17/09).
- H. An employee who has been off work continuously for twenty-four (24) weeks, has exhausted all FMLA leave and all paid leave including leave donation may be required to provide documentation that the employee has applied for disability retirement with the Ohio Public Employees Retirement System prior to applying for extended illness leave without pay.
- I. The employee returning from Extended Leave Without Pay will be reinstated in accordance with Section 29.5 of this Agreement.
- J. The Employer should send a written reminder to the employee at least two (2) weeks

prior to the expiration of his Extended Leave Without Pay. An employee who does not return from Extended Leave Without Pay, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Extended Leave Without Pay."

ARTICLE 31
FUNERAL LEAVE

Section 31.1. Due to the death of a member of the employee's immediate family the employee shall be granted up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

ARTICLE 32
UNION LEAVE

Section 32.1. The union negotiating team shall be comprised of no more than five (5) individuals (no more than two [2] shall be in paid status at any time); additional personnel may sit with the negotiating team with prior approval of the Employer side. If negotiating sessions are set during employees' regular scheduled hours, they shall not suffer any loss of wages.

ARTICLE 33
INSURANCES

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

ARTICLE 34
LAYOFF AND RECALL

Section 34.1. When the Employer determines that a long-term layoff (lasting six [6] days or more) is necessary, he shall notify the affected employees and the Association fourteen (14) calendar days in advance of the effective date of the layoff. Employees and the Association will be notified of the Employer's decision to implement any temporary layoff (lasting five [5] days or less) five (5) calendar days prior to the effective day of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with inverse seniority, as defined in Article 7 of this Agreement.

Section 34.2. Employees who are laid off shall be placed on a recall list based on seniority for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Employees in the ECO classification shall be offered the opportunity for recall before Call-Takers are recalled. All recalled employees shall be returned to the same classification the employee held at the time of the layoff.

Section 34.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.4. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 34.5. To the extent that a direct conflict exists, this Article specifically supersedes and/ or prevails over the specific provisions described in the Ohio Revised Code 124.321 through 124.328 and the Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

Section 34.6. In the event of a layoff or job abolishment, all Call-Taker positions will be abolished before any Emergency Communications Operators are laid off or before any Emergency Communications Operator jobs are abolished.

ARTICLE 35
NO STRIKE/NO LOCKOUT

Section 35.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 36
SAVINGS CLAUSE

Section 36.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is invalid, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision, in accordance with R.C. 4117.

ARTICLE 37
WAIVER IN EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff (except weather related emergencies), or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 38
ADDITIONAL CONDITIONS FOR CALL-TAKERS

Section 38.1. The use of the Call-Taker classification will not be used to erode the number of Emergency Communications Operators. It is the Employer's intent to employ thirty-two (32) Emergency Communication Operators and four (4) Call-Takers. The Employer will make every effort to maintain at least thirty-two (32) Emergency Communications Operators. ~~and in no event shall the Employer employ more than seven (7) Call-Takers at one time. Effective December 31, 2017, In no event shall the Employer employ more than~~ **six (6) four (4)** Call-Takers at one time.

Section 38.2. There will not be more than three "signed off" Call-Takers on duty at a time except in emergency situations requiring additional staffing as identified by the Director or

designee.

Section 38.3. Call-Taker duties shall generally include answering non-emergency telephone calls and 9-1-1 emergency telephone calls to Warren County except while Call Takers are actively receiving training to perform duties reserved for Emergency Communications Operators during a particular shift. Call-Takers shall not perform duties reserved for Emergency Communications Operators, except when receiving training under the supervision of an Emergency Communications Operator or supervisor, including, but not limited to, conducting inquiries and inputting information into the Ohio L.E.A.D.S. system and answering and/or transmitting messages by emergency radio console. Call-Takers will not be assigned to independently perform duties reserved for Emergency Communications Operators unless the Employer signs off that the Call-Taker has completed the necessary training. Thereafter, any Call-Taker assigned to independently perform duties reserved for Emergency Communications Operators shall be immediately promoted to Emergency Communications Operator.

Section 38.4 Emergency Communications Operators may/will be assigned to perform Call-Taker duties, as needed.

Section 38.5 Emergency Communications Operator assigned to train Call-Takers shall receive one dollar (\$1.00) per hour for each employee trained, such that an Emergency Communications Operator assigned to train two Call-Takers at the same time shall receive two dollars per hour (\$2.00) for providing such training.

ARTICLE 39 DURATION

Section 39.1. This Agreement shall be effective ~~upon execution by the parties~~ **January 1, 2018** and shall remain in full force and effect through 11:59 p.m., December 31, 2017**20**.

Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than eighty (180) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Tentative Agreement between WCDA and Warren County Board of Commissioners
2018-2020

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the _____ day of _____, 20__.

FOR THE WARREN COUNTY
COMMISSIONERS

WARREN COUNTY DISPATCH
ASSOCIATION

Tiffany M. Zindal
County Administrator

Brad Edrington
WCDA President

Asst. Prosecuting Attorney

Jessup Gage, Esq.
Hardin, Lazarus, & Lewis, LLC

Marc A. Fishel, Esq.
Fishel Hass Kim Albrecht Downey, LLP

Approved and journalized by the Warren County Board of Commissioners on _____, 20__ by resolution number ____ - ____.

Tentative Agreement between WCDA and Warren County Board of Commissioners
2018-2020

MEMORANDUM OF UNDERSTANDING

SUBJECT: Tactical Response Team

This Memorandum shall apply to all members of the Warren County Dispatch Association selected to participate in the Warren County Tactical Response Unit (TRU):

Compensation

- 1) All hours of work or training with TRU in excess of the employee's normally scheduled forty (40) hours will be compensated at the regular overtime rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for the actual time spent working or training.
- 2) Once TRU has been called out, compensation will begin after the employee has called into the Supervisor/ECOIC and will end when released by the team leader. The employee is responsible for filling out an overtime form.
- 3) Call-in Pay as defined in Section 18.9 of the Dispatcher's Union Contract involving less than two hours will not apply to TRU call outs or training. The TRU member will be paid for a minimum of one (1) hour.
- 4) The employee may elect to be compensated with pay or comp time, as long as their accumulated comp hours do not exceed the sixty (60) hour limit.
- 5) Overtime spent working or training with TRU will not count toward the overtime equalization record.

Scheduling/On Call

- 1) A training schedule for TRU will be provided to the employee's shift supervisor as soon as it becomes available to the employee.
- 2) The employee will only be on call for TRU when the employee is not scheduled to work in dispatch. The employee's first consideration should be their job as an Emergency Communications Operator.
- 3) No employee because they are on the TRU team will self-dispatch to the scene of any police or fire incident.
- 4) No employee may respond to a TRU call during a shift on which they are off on vacation leave or compensatory time. Employees may respond to a TRU call occurring at a time other than their regular shift in these situations.

Any alleged violations of this MOU may be addressed through the grievance/arbitration procedure set forth in the collective bargaining agreement.

Nothing in this MOU shall prohibit the Employer from discontinuing the TRU program.

Resolution

Number 17-1944

Adopted Date December 12, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE OHIO MEANS JOBS/BUTLER-CLERMONT-WARREN MEMORANDUM OF UNDERSTANDING

WHEREAS, on May 17, 2017, Butler County DJFS was awarded the Request for Proposal (RFP) on behalf of the OhioMeansJobs – Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as “Consortium”) by the Workforce Investment Board – Butler ▪ Clermont ▪ Warren (WIBBCW) to serve as the OhioMeansJobs (OMJ) Center Operator; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, executed a Contract with the WIBBCW which outlines the roles and responsibilities of the OMJ Center Operator, as well as, the goals and objectives for the provision of comprehensive Career Services to job seekers and employers in Local Area 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, per the RFP, Clermont County is to serve as the Fiscal Lead for OMJ – BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, and Clermont County DJFS and OMJ Warren County, is needed to delineate roles and responsibilities for Clermont County DJFS to serve as a member of the Consortium and in the capacity as the Fiscal Lead;

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding for the OMJ – BCW, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County
c/a – Clermont County
OhioMeansJobs (file)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into the 24th day of October, 2017, by and among Butler County Department of Job and Family Services (hereinafter referred to as "Butler County DJFS"), 315 High Street, 9th Floor, Hamilton, Ohio 45011, Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, Ohio 45103 (hereinafter referred to as "Clermont County DJFS") and Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, 406 Justice Dr. Lebanon, OH 45036 (hereinafter referred to as "OMJ Warren County").

WHEREAS, on May 17, 2017, Butler County DJFS was awarded the Request for Proposal (RFP) on behalf of the OhioMeansJobs | Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as "Consortium") by the Workforce Investment Board | Butler ▪ Clermont ▪ Warren (WIBBCW) to serve as the OhioMeansJobs (OMJ) Center Operator and to provide Career Services under the provisions of the Workforce Innovation and Opportunity Act (WIOA) for Local Area 12; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, executed Contracts with the WIBBCW which outlines the roles and responsibilities of the OMJ Center Operator, as well as, the goals and objectives for the provision of comprehensive Career Services to job seekers and employers in Local Area 12, attached hereto and incorporated herein as Exhibit A, and

WHEREAS, per the RFP, Clermont County is to serve as the Fiscal Lead for OMJ | BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, Clermont County DJFS and OMJ Warren County, is needed to delineate roles and responsibilities for Clermont County DJFS to serve as a member of the Consortium and in the capacity as the Fiscal Lead.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follow:

ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES

CLERMONT COUNTY DJFS AGREES TO:

- Abide by the terms of the Contracts between Butler County DJFS and WIBBCW.
- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.

- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.
- Assume fiscal responsibility for the Consortium. Work with fiscal staff from all three counties to combine, process and submit invoices, request financial reimbursement and disburse funding on behalf of the Consortium.
- Work with Butler and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Work with the Area 12 Fiscal Agent to complete all fiscal processes on behalf of the Consortium.
- In Lieu of obtaining insurance under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Article 10 of said Contracts between Butler County and WIBBCW, Clermont County agrees to obtain, and maintain for the duration of this MOU, adequate insurance with coverage levels that meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals.

BUTLER COUNTY DJFS AGREES TO:

- Provide operation oversight and direction as defined in the Contracts between Butler County DJFS and WIBBCW.
- Work cooperatively with the Consortium to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Work with Clermont and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Combine individual county data and present it to the WIBBCW on behalf of the Consortium.
- Be the spokesperson on behalf of Clermont and Warren County OMJ regarding county specific issues when conversing with the WIBBCW.
- Share directives, information and performance data timely.
- Ask for input and agreement from Consortium members whenever policies need to be created or revised.

OMJ WARREN COUNTY AGREES TO:

- Abide by the terms of the Contracts between Butler County DJFS and WIBBCW.
- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.
- Work with Butler and Clermont County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.

CONFIDENTIALITY STATEMENT

The parties of the Memorandum of Understanding (MOU) agree to honor the confidentiality of all information they are subject to through the implementation of the MOU. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

RECORDS RETENTION

The parties agree that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation in compliance with Ohio Administrative Code rules, produced by Provider under this MOU, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this MOU are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.

LIABILITY

Each party of the Memorandum of Understanding (MOU) agrees to be responsible for any 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 MOU shall impute or transfer any such responsibility from one to the other.

CONFLICT RESOLUTION

The parties of this Memorandum of Understanding (MOU) shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, any party may call a meeting of all parties to discuss and resolve disputes. If a resolution cannot be reached between the parties, the dispute shall be referred to County Administration for resolution.

FINANCIAL REQUIREMENTS

Each party agrees to comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor and the Workforce Innovation and Opportunity Act.

AVAILABILITY OF FUNDS

This MOU is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during the duration of the MOU, the funds are not allocated and available for the proposed services as projected here within, the MOU will terminate concurrent with the notice of reduction/termination of funding.

TERMS AND CONDITIONS

1. The Memorandum of Understanding (MOU) shall be in effect on October 24, 2017 and remain in effect until June 30, 2018, with two (2) one-year option renewals.
2. The Memorandum of Understanding (MOU) may be modified at any time by written agreement of the parties.
3. Any party of this Memorandum of Understanding (MOU) may terminate its participation on the collaborative project upon submission of a thirty (30) day notice of termination.

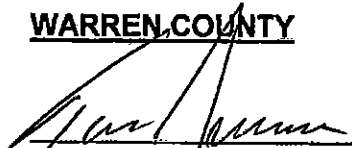
SEVERABILITY

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in full force and effect.

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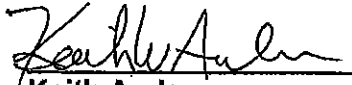
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

WARREN COUNTY



Tom Grossmann, President Date
Warren County Board of Commissioners 12/12/17

Approved As To Form Only:



Keith Anderson Date
Assistant Prosecuting Attorney 11-30-17
Warren County Prosecutor's Office

Resolution

Number 17-1945

Adopted Date December 12, 2017

ADOPT GIFT CARD POLICY ASSOCIATED WITH PROVIDING GOODS FOR CHILDREN IN THE CUSTODY OF WARREN COUNTY CHILDREN SERVICES

WHEREAS, the Job and Family Services Children Services Division (Children Services) is responsible for the care and custody of children placed by the Juvenile Court; and

WHEREAS, at times, gift cards are utilized in order to provide goods such as clothing, shoes, food, diapers, etc. for said children; and

WHEREAS, this Board desires to establish a system of accountability, tracking and documentation associated with the use of gift cards; and

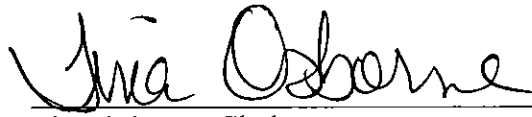
NOW THEREFORE BE IT RESOLVED, to approve and adopt the Warren County Children Service Gift Cards Policy; said policy is attached hereto and made apart hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Children Services (file)
Policy file

WARREN COUNTY CHILDREN SERVICES

Gift Cards

POLICY

Purpose: To establish a system of accountability, tracking, and documentation for gift cards issued by Warren County Children Services.

Our objective is to provide goods for children in our custody/care through gift cards. It is the policy of our Agency to provide gift cards through a documented process that is administered by designated personnel. This ensures that records are maintained in an appropriate manner with an accounting system for gift cards.

Goods to be purchased under this program are to be necessary items, such as clothing, shoes, food, diapers, etc. Cards are **not** to be used to buy tobacco, alcohol, or other items deemed ineligible by this Agency. Foster parents of minor children must sign when receiving cards.

This policy is effective with approval from the Warren County Auditor's Office.

Procedure:

For our internal records, cards will be purchased and inventoried. Sign-out sheets, and inventory listings will accompany every card issued to us and to the foster parent/child. The sign-out sheets and the inventory listings will be locked in the agency safe. Cards will be locked also, with one person designated as the issuer. The office Administrative Assistant is designated to issue the gift cards. Internal records of card numbers, amounts, names of recipients, signatures of foster parents, and authorized agency signatures will be maintained. A spreadsheet will show how many cards have been purchased, the denomination, and each store in which they are purchased/valid to use. This information will be password protected to ensure only the authorized user can make changes to the spreadsheet. We will maintain copies of receipts showing the cards were purchased in accordance with the policy. All original receipts will to be submitted to Accounting.

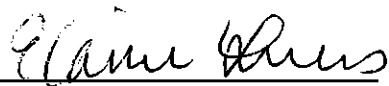
- Gift cards will be marked on the front of the card, by us or manufacturer, as to value.
- Inventory sheets will include date, time, item (removed or added), and value
- Person who will receive item
- Staff person administering item

Internal audits will occur at least once a year, on June 30th, and at any time deemed necessary. If any items are found to be unaccounted for, or abuse of the cards is suspected, the program will be suspended while the issue is investigated. The Business Manager will conduct these audits. Proof of this audit will be maintained and signed off on by the Business Manager and the agency Director or designee.

Resources:

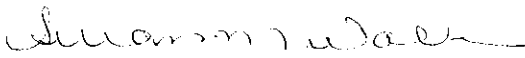
Attachments

Submitted by:

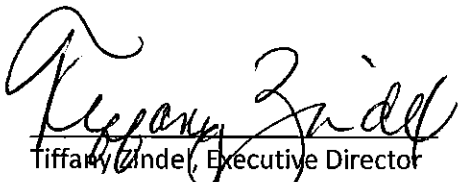


Elaine Luers, Policy Coordinator
Warren County Children Services

Approved by:



Susan M. Walther, Director
Warren County Children Services



Tiffany Zindel, Executive Director
Warren County Job and Family Services
Warren County Administrator

Warren County Children Services

Letter of Administration

Date: _____

Gift Card amount/store: _____

Card Recipient (print): _____

Card Distributer (print): _____

By signing this document the recipient and the distributor are acknowledging the distribution of a gift card. The recipient further understands that this gift card is not to be traded or sold for any other goods or services.

Distributor Signature: _____ DATE _____

Recipient Signature: _____ DATE _____

*This form is to be returned to the Administrative Assistant of Warren County Children Services, and will be maintained.

Resolution

Number 17-1946

Adopted Date December 12, 2017

APPROVE AND ENTER INTO A CONTRACT WITH ANDREA OSTROWSKI, ATTORNEY AT LAW, ON BEHALF OF THE WARREN COUNTY JUVENILE COURT AS CASA STAFF ATTORNEY, AN INDEPENDENT CONTRACTOR.

BE IT RESOLVED, to approve and enter into an agreement with Andrea Ostrowski on behalf of the Warren County Juvenile Court as CASA Staff attorney, and independent contractor, copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Ostrowski, Andrea
Juvenile (file)
Auditor

CASA Staff Attorney Independent Contractor AGREEMENT

THIS AGREEMENT is made this 29th day of November, 2017, by and between Warren County Board of Commissioners (hereinafter "Warren County") on behalf of the Warren County Probate Juvenile Court (hereinafter "Juvenile Court"), and Ostrowski Law Firm Co., LPA (hereinafter "Contractor") and shall be effective upon execution by all parties.

WHEREAS, Warren County desires to engage Contractor to perform the services for Warren County, and Contractor desires to perform such services for Warren County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. *Services to be Performed*. Contractor agrees to perform the services and tasks of the CASA Staff Attorney as described in the CASA Attorney Scope of Services, attached hereto and marked as **Schedule 1**, and conduct herself in a professional manner, and at all times comply with the Ohio Rules of Professional Conduct. Contractor will reasonably determine her own method, details, and means of performing the services for Warren County; Warren County may specify only the desired results. The Contractor may, at the Contractor's own expense, employ any assistants or employees that Contractor deems necessary to perform the services required of Contractor by this Agreement, and Warren County may not control, direct or supervise the Contractor's assistants or employees in the performance of those services.
2. *Compliance with Laws and Regulations*. Contractor in providing services pursuant to this Agreement shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the practice of law and including but not limited to the subject matter jurisdiction of abuse, neglect, and dependency cases, and have a working knowledge of the same.
3. *Conflict of Interest*. Contractor shall not have any interest nor acquire any interest, direct or indirect, which would conflict in any manner with the performances of services required under this Contract. Contractor shall not represent other clients in abuse, neglect, or dependency cases in Juvenile Court, and shall avoid all professional conflicts of interest relevant to the services to be performed under this Agreement. If a CASA volunteer is not available for any reason on a particular case, Contractor may be considered for appointment by the Juvenile Court as a Guardian ad litem, pursuant to the then existing policy and requirements of appointment by the Juvenile Court.
4. *Licensure*. Contractor shall maintain in good standing her license to practice law in the State of Ohio and shall immediately report to Juvenile Court any involuntary suspension or termination of her license to practice law in this or any other state. Any involuntary suspension or termination of Contractor's license to practice law shall be a material breach of this Agreement and grounds for termination.

5. *Term.* The term of this Agreement shall begin on the 9th day of October and will continue until such time as the CASA/GAL grant ends (the exact date is unknown), unless terminated sooner as provided for hereinafter. The term of this Agreement does not automatically renew. The parties acknowledge that is Agreement does not represent any promise of future agreements or employment opportunities for Contractor by Warren County and that no such promises have been made.

6. *Compensation.* This Agreement is made possible through and dependent upon the support of the Ohio CASA/GAL Association and limited grant funding provided by the Ohio Attorney General. In consideration for the services to be performed by Contractor, Warren County agrees to compensate at the rate of \$50 per hour for out-of-court services and \$60 per hour for in-court services. The maximum compensation permitted in juvenile proceedings, including CASA representation is as follows:

- \$1,000.00 through disposition;
- \$1,000.00 from disposition until 360 day review;
- \$1,000.00 from 360 day review until the next annual review, permanent custody, etc. (approximately 12 months);
- \$1,000.00 from granting of permanent custody until adoption;
- \$1,000.00 from the granting of PPLA until age of majority.

Contractor shall complete and submit the form "Motion, Entry, and Certification for Appointed Counsel Fees" attached hereto as **Schedule 2**, to Juvenile Court as a means to document and calculate her services performed. The Schedule 2 form shall be completed in routine fashion in accordance with the local rules known as the Warren County Juvenile Rules. The itemization of hours spent in-court and out-of-court by the Contractor is required on every motion, entry and certification form submitted. Hours must be itemized on all forms in tenth of an hour (6 minute) increments.

All fee applications must be submitted within thirty (30) days after the end of the month in which the latest hearing indicated on the form was held. Juvenile Court reserves the right to inquire into the legitimacy of any charge or service.

7. *Expenses & other Limitations .* Unless otherwise provided herein, Contractor shall be solely responsible for any expenses incurred in performance of her services under this agreement. Contractor shall have no authority to bind Warren County to any agreements or contracts (oral, written, express or implied), authorizations, acceptances, proposals or change orders.

8. *Scope of Obligations of the Contractor* . Except as is specifically set forth in writing by the parties, Contractor shall supply all facilities, tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. Contractor agrees to provide workers' compensation insurance for Contractor and Contractor's employees and agents, if any. Contractor agrees to maintain a policy of professional or liability insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement, and to name Warren County as an additional insured under that policy of insurance.

9. *Independent Contractor*. Warren County and Contractor expressly acknowledge and agree that the services to be provided by Contractor under this Agreement shall be performed as an independent contractor, and not as an agent or employee of Warren County. The parties expressly acknowledge and agree that with respect to any payments made to Contractor hereunder that Warren County will issue a form 1099-MISC to Contractor and Contractor will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Contractor; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Contractor also acknowledges that as an independent contractor, Contractor will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Contractor shall complete form w-9 [Request for Taxpayer Identification Number and Certification] attached hereto as **Schedule 3** and return with this Agreement to Warren County.

10. *Indemnification/Hold Harmless*. Contractor shall indemnify and hold Warren County harmless for all damages, costs, expenses, claims, suits, causes of action, deductibles, and attorney fees as may be occasioned to Contractor while performing pursuant to this Agreement or as a result of Contractor's negligence, reckless and/or willful and wanton performance of her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of her responsibilities pursuant to this Agreement. Contractor's obligations to indemnify and hold harmless Warren County shall survive and continue after termination of the term of this Agreement or due to termination, with or without cause, prior to expiration of the term of this Agreement.

11. *Termination*. Warren County or Contractor may terminate this Agreement for convenience upon 30 days prior written notice to the other party. Should the support of the Ohio CASA/GAL Association and/or limited grant funding provided by the Ohio Attorney General no longer be available or provided to Juvenile Court, such condition shall be grounds for termination. Notice under this section may be without cause.

12. *Confidential Information* . During the term hereof and thereafter, Warren County may disclose to Contractor confidential and/or proprietary information (collectively, "Confidential Information"). Confidential Information at all times is the exclusive property of the Warren County and shall not be disclosed or used by Contractor for purposes other than performance of services provided for in this Agreement. As Contractor will be serving in the capacity of CASA Staff Attorney, Contractor shall at all times adhere to Rule 1.6 of the Ohio Rules of Professional Conduct as it pertains to Confidentiality of Information.

13. *Duty to Produce Public Records*. Contractor acknowledges that Warren County is subject to the Ohio Public Records Act and as a party in privity of contract with Warren County, Contractor may be required to and shall timely produce public records in response to a public records request. In the event Contractor receives a public records request from any one other than through Warren County, Contractor shall consult with Warren County and Juvenile Court before responding and shall provide Warren County with copies of all records produced.

14. *Return of Warren County Property* . Contractor agrees that she will not use any Warren County property for her personal gain or in any manner that might be adverse to Warren County or interests. At any time upon Warren County or Juvenile Court demand and in any event on or before the termination date, Contractor will return to Warren County all Warren County property that is in Contractor's possession, custody, or control. After the termination of this Agreement, Contractor will return to Warren County any Warren County property that comes into Contractor's possession, custody, or control.

15. *Mediation of Disputes* . In the event that any dispute or disagreement should arise with regard to any provision of this Agreement, the parties will first attempt to resolve such dispute or disagreement by good faith, informal negotiations. If such efforts are unsuccessful, such dispute may be decided by mediation so long as both parties agree in writing to mediation and which party will be responsible for the cost of the mediation. Such mediation will be governed by the laws of the State of Ohio and shall occur in Warren County, Ohio.

16. *Entire Agreement of the Parties; Modification* . This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Warren County, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

17. *Severability* . The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

18. *Force Majeure* . If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

19. *Waiver*. No waiver by either party or any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing wavier of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at any time to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

20. *Assignment*. Neither party may assign any of the rights or delegate any of the responsibilities under this Agreement unless otherwise expressly provided for herein or by separate written consent of the other party.

21. *Policy of Non-Discrimination*. Contractor agrees that all services which he provides under this Agreement shall be made available without consideration of race, color, gender, creed, disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age or national origin. Contractor shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, including any amendments thereto that may occur hereafter.

22. *Notice*. All notices, elections or other communications authorized, required or permitted under this agreement will be made in writing and will be deemed given when received by the party to whom such notice is sent. Notice may be given by (i) personal delivery requesting a signed receipt, (ii) overnight courier service, services prepaid (iii) U.S. certified mail, return receipt requested, postage prepaid, (iv) by fax transmission to the telephone numbers indicated below; or, (v) by email transmission to the email addresses indicated below.

Warren County:

Warren County Commissioners
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1250
Fx. (513) 695-2054

With a copy to:

Warren County Prosecutor
Attn. David P. Fornshell, County Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1325
Fx. (513) 695-2962

Warren County Probate Juvenile Court
Attn. CASA Program Director
900 Memorial Drive
Lebanon, OH 45036
Ph. (513) 695-1160
Fx. (513) 695-2948
Email: Malia.Mumma@co.warren.oh.us

Contractor:

Andrea Ostrowski
Ostrowski Law Firm Co., LPA
20 South Main Street
Springboro OH 45066
Ph. (937) 514-7492

23. *Governing Law & Venue* . This Agreement will be governed by the construed in accordance with the laws of the State of Ohio. The parties stipulate that venue for disputes arising out of and interpretations of this Agreement that result in legal action shall exclusively be the Warren County Court of Common Pleas.

24. *Legal Binding*. Each party acknowledges that each has had a sufficient opportunity to read this entire document and have prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel, and further acknowledge each understands its contents and agrees to be bound by its terms.

25. *Execution by the Parties*.

WARREN COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS, on behalf of Warren County, has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Board Resolution No. 17-1944, dated 12/12/17.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: [Signature]

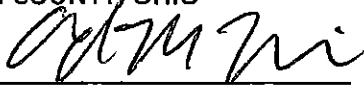
NAME: Tom Grossmann

TITLE: President

DATE: 12/12/17

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Adam M. Nice, Asst. Prosecutor

CONTRACTOR:

IN EXECUTION WHEREOF, Andrea Ostrowski [name of independent contractor] has hereunto set her hand, on the date stated below.


Signature of Witness

Maria D. Mumma
Printed Name of Witness

SIGNATURE: 

PRINTED NAME: Andrea Ostrowski

DATE: 11-29-17

SCHEDULE 1

CASA Attorney Scope of Services: *[attach detailed description the services to be performed]*

SCHEDULE 1

CASA Attorney Scope of Services

The appointed CASA attorney shall generally ensure that CASAs appointed to advocate for abused and neglected children receive sound legal representation by providing the following services.

Qualifications: The CASA attorney must be in good standing with the Ohio Supreme Court, have meet the qualifications outlined in Ohio Superintendents Rule 48, and have completed or are scheduled to complete CASA pre-service training.

Tasks Performed

1. Serve as legal counsel to the CASA volunteers on their court cases, understanding that contested matters and permanent custody trials will be the priority.
2. Provide case management and legal support to CASA volunteers as needed.
3. Prepare and, if applicable, file all legal documents on behalf of the CASA volunteers.
4. Review case records and reports to ensure that the needs of the child victim are being adequately addressed.
5. Hold case conferences with CASA volunteers whenever necessary to prepare for hearings or discuss case issues.
6. Represent and accompany CASA volunteers in their hearings.
7. Research and investigate all legal matters as necessary to assist the CASA volunteers with their cases.
8. Assist with the initial and in-service training of all CASA volunteers as requested.
9. Provide assistance with departmental compliance with all applicable codes, laws, rules, regulations, policies, procedures, and standards of the program and the Court.
10. Perform additional related tasks as requested by the Judge or CASA Program Director, as agreed upon.

Conditions under which work is performed: CASA Attorney must be able to function in a fast-paced office environment with constant interruptions. Interact primarily with CASA volunteers, Children Services staff, Court staff, and attorneys. Be available after-hours for emergency assistance to volunteers. Work regularly scheduled court hours, but may be required to work flexible hours at times. To prevent a potential conflict of interest, this position would prohibit the attorney from representing other parties in abuse, dependency, neglect cases in the Warren County Juvenile Court except for those cases which do not have a CASA available. In the cases that do not have a CASA, the CASA attorney can be selected as the GAL pursuant to the procedures set forth in the local rules.

Knowledge, skills and abilities necessary to perform tasks: CASA attorney must have thorough knowledge of Court and Warren County CASA policies and procedures; ability to

communicate effectively orally and in written format to CASAs, staff, attorneys, and outside agencies; work easily with others and fosters a team approach; works well independently; strong organizational skills and decision making skills; excellent problem solving skills; and computer skills.

Attitudes necessary to successfully perform tasks: CASA attorney must be friendly, energetic, patient, professional, empathetic, creative, positive team work approach, positive attitude toward difficult clients, responds to urgent requests, organized, attends to details, flexible, dedicated, has the ability to work independently, displays a positive persona and professional ethics and integrity, and interacts with all persons and agencies in a non-judgmental, consistent, fair and mature manner. Have concern for public safety and overall well-being of youth, families, and staff.

I, Andrea Ostrowski, have reviewed and understand the scope of services of this contracted position and state that I can perform the essential functions without accommodation. I understand that this position description in no manner states or implies that the above listed tasks are the only responsibilities and duties that are performed under this position.

Andrea Ostrowski
Independent Contractor Signature

11-29-17
Date

Maha Munna
CASA Director's Signature

11-29-17
Date

SCHEDULE 2

Compensation/ "Motion, Entry, and Certification for Appointed Counsel Fees": *[attached a detailed description how compensation is documented and calculated]*

MOTION, ENTRY, AND CERTIFICATION FOR APPOINTED COUNSEL FEES

In the _____ Court of Warren, Ohio

Plaintiff: _____ Case No. _____

v. _____ Appellate Case No. (if app.) _____

Defendant/Party Represented _____ Capital Offense Case (check if Capital Offense case)
 Guardian Ad Litem (check if appointed as GAL)

In re: _____ Judge: _____

MOTION FOR APPROVAL OF PAYMENT OF APPOINTED COUNSEL FEES AND EXPENSES

The undersigned having been appointed counsel for the party represented moves this Court for an order approving payment of fees and expenses as indicated in the itemized statement herein. I certify that I have received no compensation in connection with providing representation in this case other than that described in this motion or which has been approved by the Court in a previous motion, nor have any fees and expenses in this motion been duplicated on any other motion. I, or an attorney under my supervision, have performed all legal services itemized in this motion.

Periodic Billing (check if this is a periodic bill)

As attorney/guardian ad litem of record, I was appointed on _____ This case terminated and/or was disposed of on _____ I am submitting this application on _____

Name _____ Signature _____

Address _____ SSN/Tax ID _____
 No. and Street _____ City _____ State _____ Zip _____ OSC Reg. No. _____

SUMMARY OF CHARGES, HOURS, EXPENSES, AND BILLING

OFFENSE/CHARGE/MATTER	ORC/CITY CODE	DEGREE	DISPOSITION
1.)			
2.)			
3.)			

*List only the three most serious charges beginning with the one of greatest severity and continuing in descending order.

Grand Total Hours From Other Side:	IN-COURT			GRAND TOTAL
	OUT-OF-COURT	PRE-TRIAL HEARINGS	ALL OTHER IN-COURT	
0.00	0.00	0.00	0.00	0.00

Flat Fee Hrs:In _____ X Rate 60.00 = \$ 0.00 Tot. Fees \$ 0.00
 Min Fee Hrs:Out _____ X Rate 50.00 = \$ 0.00 Expenses \$ 0.00 Total \$ 0.00

JUDGMENT ENTRY

The Court finds that counsel performed the legal services set forth on the itemized statement on the reverse hereof, and that the fees and expenses set forth on this statement are reasonable, and are in accordance with the resolution of the Board of County Commissioners of Warren County, Ohio relating to payment of appointed counsel, that all rules and standards of the Ohio Public Defender Commission and State Public Defender have been met.

IT IS THEREFORE ORDERED that counsel fees and expenses be, and are hereby approved, in the amount of \$ _____ It is further ordered that the said amount be, and hereby is, certified by the Court to the County Auditor for payment.

Extraordinary fees granted (copy of journal entry attached) Judge _____ Signature _____ Date _____

CERTIFICATION

The County Auditor, in executing this certification, attests to the accuracy of the figures contained herein. A subsequent audit by the Ohio Public Defender Commission and/or Auditor of the State which reveals unallowable or excessive costs may result in future adjustments against reimbursement or repayment of audit exceptions to the Ohio Public Defender Commission.

County Number 83 Warrant Number _____ Warrant Date _____
 County Auditor _____

SCHEDULE 3

Request for Taxpayer Identification Number & Certification *[complete IRS form w-9 attached]*

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ostrowski Law Firm Co., G.P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
20 S. Main St.

6 City, state, and ZIP code
Springboro OH 45066

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number						
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>						
or						
Employer identification number						
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;">20</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">86</td> <td style="width: 12.5%;">07</td> <td style="width: 12.5%;">85</td> <td style="width: 12.5%;">3</td> </tr> </table>	20	-	86	07	85	3
20	-	86	07	85	3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *A. Ostrowski* Date ▶ 1/29/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Resolution

Number 17-1947

Adopted Date December 12, 2017

ENTER INTO A SOFTWARE LICENSING AGREEMENT WITH MICROSOFT CORPORATION ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a software licensing agreement with Microsoft Corporation on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Microsoft Corporation
Telecom (file)

Program Signature Form

MBA/MBSA number		
Agreement number	01E73274	

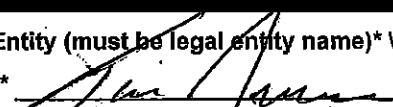
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.


This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0645575.003_PSF

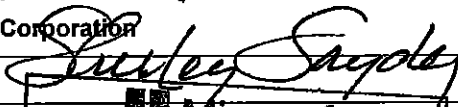
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.


Customer	
Name of Entity (must be legal entity name)*	Warren County Telecommunications
Signature*	
Printed First and Last Name*	Tom Grossman
Printed Title	President
Signature Date*	12/12/17
Tax ID	

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	



Microsoft
Microsoft Corporation

NOV 29 2017

Shirley Snyder
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise

**Sub 250 Program
Amendment ID W29**

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be

transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Proposal ID

0645575.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	70	70	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GOV E3	70

Enrolled Affiliate's Product Quantities				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	70	70	0	0

Enrolled Affiliate's Price Level	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below.	
Quantity of Licenses and Software Assurance	Price Level

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	54506818	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms; the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States; or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact Information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Warren County Telecommunications

Contact name* First Gary **Last** Estes

Contact email address* gary.estes@wcoh.net

Street address* 500 JUSTICE DR

City* LEBANON

State/Province* OH

Postal code* 45036-2379-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 513-695-1810

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Gary Last Estes
Contact email address* gary.estes@wcoh.net
Street address* 500 JUSTICE DR
City* LEBANON
State/Province* OH
Postal code* 45036-2379-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 513-695-1810

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Gary Last Estes
Contact email address* gary.estes@wcoh.net
Phone* 513-695-1810

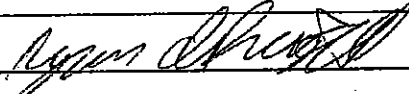
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

- d. **Reseller Information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Ryan DeBrigard
Phone* 888-764-8888
Contact email address* msteam@shi.com
* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* RYAN DEBRIGARD
Printed title* CONTRACTS SPECIALIST
Date* 11/28/2017

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 20537
 EXPENDED AMT. .00
 FUND..... 492
 SUB-FUND.....
 FUNCTION..... 3819
 OBJECT..... 371
 SUB-ACCOUNT..
 VENDOR NUMBER 10273
 APPROVAL DATE 8/15/17
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 41,554.80

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. RENEWAL-MICROSOFT LICENSE
 COMMUNICATION PROJECTS
 *NONE
 PUBLIC SAFETY DATA NETWORK
 DATA-HARDWARE
 *NONE
41,554.80 REMAINING AMOUNT
 Name... SHI INTERNATIONAL CORP
 Address PO BOX 952121

DALLAS, TX 75395-2121

LAST MEMO.. RENEWAL-MICROSOFT LICENSE

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	70	MS OFFICE 365 - YR 1 @ \$197.88	13851.60
2	70	MS OFFICE 365 - YR 2 @ \$197.88	13851.60
3	70	MS OFFICE 365 - YR 3 @ \$197.88	13851.60

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

Resolution

Number 17-1948

Adopted Date December 12, 2017

APPROVE AND ENTER INTO AGREEMENT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF REGARDING PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM

BE IT RESOLVED, to approve and enter into contract with Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for reimbursement for the cost of psychotropic drugs that are dispensed to inmates at the Warren County Jail for the Warren County Sheriff; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on January 1, 2018, and ending on December 31, 2018.

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

Mr. Grossmann -- yea

Mr. Young -- yea

Mrs. Jones -- yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Psychotropic Drug Reimbursement Program Funding Agreement

This Agreement is by and between the Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Rd., Lebanon, OH 45036 (hereinafter "Board"), and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff, 822 Memorial Drive, Lebanon, Ohio 45036 (hereinafter "County").

Whereas, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio;

Whereas, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the program;

Whereas, the amount of reimbursement to be provided to County by OhioMHAS under the Program shall be processed through Board;

Whereas, Board and County wish to set forth their mutual understanding with respect to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Reimbursement Process

- a. County must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each reporting period. *See OhioMHAS Letter to All State of Ohio County Sheriffs dated October 27, 2017.*
- b. Funding amounts for each reporting period will be calculated and allotted according to the Program funding formula identified by OhioMHAS.
- c. Board will draw-down funds once available via the Grants and Funding Management System and shall notify County that the funds are being processed.
- d. County shall submit an invoice to Board for the total reimbursement amount. Invoices shall be sent to the Board address listed above to ATTN: Karen Robinson, CFO or emailed to: *krobinson@mhrswcc.org*
- e. Payment shall be promptly made to County once funds are received and approved, if necessary by MHRS Board of Directors.
- f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to County under the Program for each Program Reporting Period.
- g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS as directed in the OhioMHAS letter referenced above.

2. Length of Agreement

The term of this Agreement shall be January 1, 2018 to December 31, 2018.

3. Information and Audits

Both Parties shall retain all documentation related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

County shall comply with the audit requirements of Board or other government oversight body.

4. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

5. Compliance with Legal Requirements

The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

6. Entirety of Agreement

It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

7. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

8. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

9. No Third Party Beneficiaries/Assignment

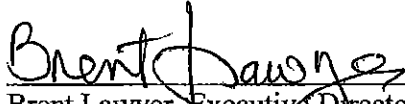
Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

10. Applicable Law

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

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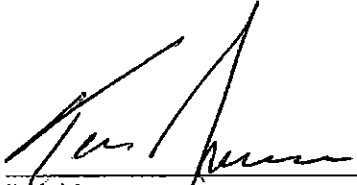
IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.



Brent Lawyer, Executive Director
Mental Health Recovery Services of Warren
And Clinton Counties

12/05/17

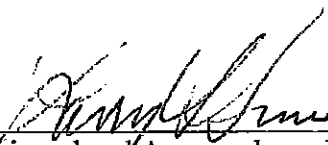
Date




President
Warren County Board of Commissioners

12/12/17 17-1948

Date Resolution#


12-4-17

Reviewed and Approved: Date:
Larry L. Sims
Warren County Sheriff



Approved as to Form
Adam M. Nice
Warren County Assistant Prosecuting Attorney

Resolution

Number 17-1949

Adopted Date December 12, 2017

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER

BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Commissioners' file
E. Hartmann

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 12 day of December, 2017, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

II. Term

The term of this lease shall be for the period of time commencing on January 1, 2018 and ending on the 31st day of December 2018.

III. Rent

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage

of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which

the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

Notices to Warren County:

Clerk of Commissioners
Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Notices to Warren County Career Center

Superintendent
Warren County Career Center
3535 N. State Route 48
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:

Dennis B. Parr
Stephanie Hurley

Warren County Career Center

[Signature]
Superintendent

Witness:

[Signature]
[Signature]

Warren County Board of Commissioners

[Signature]
President

Approved as to form:

[Signature]
Assistant Prosecutor

Resolution

Number 17-1950

Adopted Date December 12, 2017

APPROVE AND ENTER INTO CONTRACT WITH DARE'S GARAGE INC. TO PROVIDE TOWING AND STORAGE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the President of the Board to execute a contract by and between the Board of County Commissioners, on behalf of the Warren County Sheriff's Office, and Dare's Garage Inc. for towing and storage services; said agreement is attached hereto and made a part hereof.

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

Mr. Grossmann -- yea
Mr. Young -- yea
Mrs. Jones -- yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a -- Dare's Garage Inc.
Sheriff (file)

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 16 day of June, 2017 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Dare's Garage Inc

Address: 6255 E US 22+3 Morrow, OH 45152

By: Richard W. Dare, its duly authorized President
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of**

response shall be at the discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor

shall permit the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$150.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of

the contract. No policy of Comprehensive General Liability coverage that provides only excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that is any Comprehensive General Liability coverage is on a ~~"claims made"~~ basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

RD
AMN

10. Term: This contract shall be in effect from June 16, 2017 through December 31, 2018. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed

under the contract. The Contractor agrees that all income reporting requirements to the U.S. Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Richard W. Dare
Signature

Richard W. Dare
Print Name

President
Title

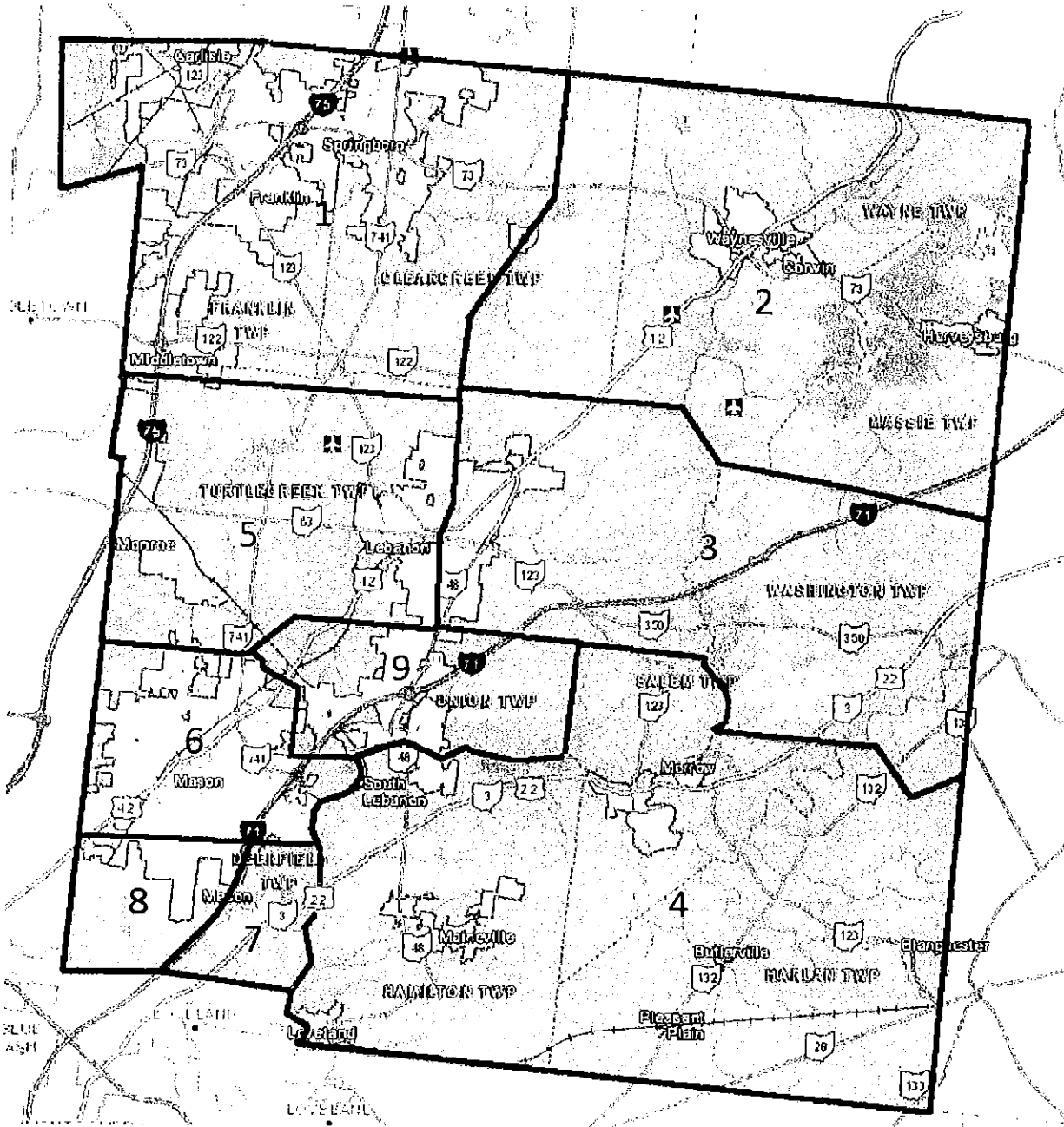
Board of Warren County Commissioners:

By: [Signature]
President, pursuant to Resolution No. 17-1950

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Resolution

Number 17-1951

Adopted Date December 12, 2017

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 17-1952

Adopted Date December 12, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #12/07/2017 001, #12/07/2017 002, #12/07/2017 003, #12/07/2017 004, #12/07/2017 005, #12/07/2017 006, and 12/07/2017 007; said batches are attached hereto and made a part hereof.

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

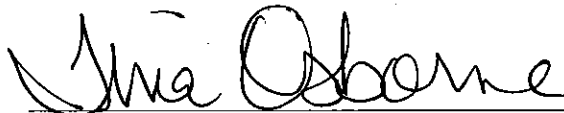
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

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

Resolution

Number 17-1953

Adopted Date December 12, 2017

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

BOE § 394.44

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Board of Elections (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/1/2017

From: Board of Elections

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Not enough funds requested in original PO

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		1300	421	\$ 394.44

VENDOR NAME Ryder Truck Rental

DESCRIPTION OF SERVICES truck rental for election

DATE OF OBLIGATION 11/23/2017

RECEIVED
2017 DEC 11 PM 1:08
WARREN COUNTY AUDITOR
DEPARTMENT 1010

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 9,076.82 DATE 10-31-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,990.82 DATE 12-8-17

FUND BALANCE NOW \$ 37,947,473.76

CERTIFIED BY: Matt Nolan DA

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 17-1954

Adopted Date December 12, 2017

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH HOPEWELL VALLEY DEVELOPMENT, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances Security Agreement:

SECURITY AGREEMENT

Bond Number	:	17-026 (P)
Development	:	Villages of Hopewell Valley, Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$46,390.41
Surety Company	:	Cincinnati Insurance Company (B1247743)

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

STREETS AND APPURTENANCES

Security Agreement No.
17-026 (P)
B1247743

This Agreement made and concluded at Lebanon, Ohio, by and between Hopewell Valley Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Cincinnati Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Villages of Hopewell Valley **Subdivision, Section/Phase** B Fine (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$231,952.06, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$7,841.44; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$46,390.41 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$46,390.41 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Hopewell Valley Development, LLC

1252 Goshen Pike

Milford, Ohio 45150

Ph. (513) 575 - 7668

D. To the Surety:

_____ Cincinnati Insurance Company
_____ 6200 South Gilmore Road
_____ Fairfield, OH 45014
_____ Ph. (513) 870 - 2000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (**CHECK # _____**)

_____ **Original Letter of Credit** (attached) (**LETTER OF CREDIT # _____**)

_____ **Original Escrow Letter** (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

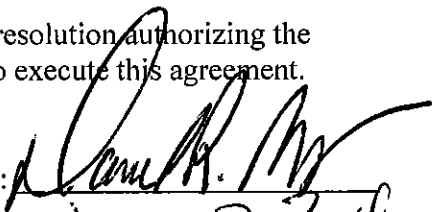
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
- 18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.


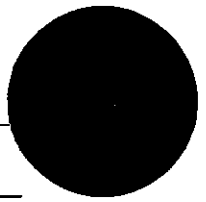
DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 
PRINTED NAME: Daniel R. Rolles
TITLE: Member
DATE: 11/16/17

SURETY:

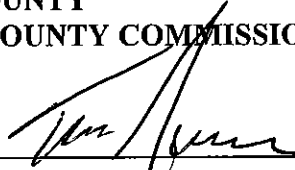
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:  
PRINTED NAME: Diedre Carter
TITLE: Attorney In-Fact
DATE: 11/13/17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1954, dated 12/12/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12/12/17

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Richard Theders; Jonathan Theders; Rebecca Lehpamer; Diedre Carter; Jessica Shoopman and/or Kasey Young

of West Chester, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.

THE CINCINNATI INSURANCE COMPANY

Stacy A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



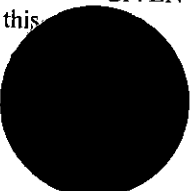
Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 13th day of November, 2017



Scott R. Bolan

Secretary



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2016

ASSETS


Cash	\$ 412,875,678
Bonds	5,628,186,145
Stocks	4,262,647,622
Agents Balance Receivable	1,533,109,276
All Other Admitted Assets	<u>255,877,922</u>
TOTAL ADMITTED ASSETS	<u>\$12,092,696,643</u>

LIABILITIES

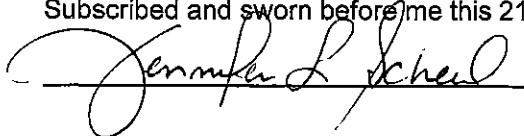
Reserve for Losses and Loss Expense	\$4,505,982,242
Reserve for Unearned Premiums	2,172,469,641
All Other Liabilities	728,283,245
Capital	\$ 3,586,355
Surplus	4,682,375,160
	<u>4,685,961,515</u>
TOTAL LIABILITIES & EQUITY	<u>\$12,092,696,643</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2016 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 21st day of February, 2017.





Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/27/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$12,092,696,643, liabilities in the amount of \$7,406,735,128, and surplus of at least \$4,685,961,515.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



Resolution

Number 17-1955

Adopted Date December 12, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOPEWELL VALLEY DEVELOPMENT, LLC TO INSTALL CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to enter into the following bond agreement upon recommendation of the Warren County Sanitary Engineer.

AGREEMENT

Bond Number	:	17-022 (W/S)
Development	:	Villages of Hopewell Valley-Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$9,252.23
Surety Company	:	Cincinnati Insurance Companies

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev, LLC, 1252 Goshen Pike, Milford, OH 45150
Cincinnati Insurance Companies 6200 South Gilmore Road, Fairfield, OH 45014
Water/Sewer (file)
Bond Agreement File

Form WA-3
Rev. 08/2016

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.
17-022 (W/S)
~~17-026 (water/sewer)~~

This Agreement made and concluded at Lebanon, Ohio, by and between Hopewell Valley Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Cincinnati Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Village of Hopewell Valley Subdivision, Section FIVE (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 92,522.25, and that the Improvements that have yet to be completed and approved may be constructed in the sum of -0-; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of -0- to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,252.23 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Hopewell Valley Development, LLC

1252 Goshen Pike

Milford, Ohio 45150

Ph. (513) 575 - 7668

D. To the Surety:

Cincinnati Insurance Company

6200 South Gilmore Rd.

Fairfield, Ohio 45014

Ph. (513) 870 - 2000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # _____)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.

16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement

SIGNATURE: *Daniel R. Roskac*

PRINTED NAME: Daniel R. Roskac

TITLE: Managing Member

DATE: 11/30/17

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: *Diedre Carter*

PRINTED NAME: Diedre Carter

TITLE: Power of Attorney

DATE: 11/29/17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1955, dated 12/12/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossman

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 12/12/17

RECOMMENDED BY:

By: Ally Burch
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Adam Z...
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Richard Theders; Jonathan Theders; Rebecca Lehpamer; Diedre Carter; Jessica Shoopman and/or Kasey Young

of West Chester, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal and signed by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 29th day of November, 2017



Scott R. Bolan
Secretary



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2016

ASSETS

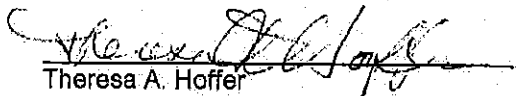
Cash	\$ 412,875,678
Bonds	5,628,186,145
Stocks	4,262,647,622
Agents Balance Receivable	1,533,109,276
All Other Admitted Assets	<u>255,877,922</u>
TOTAL ADMITTED ASSETS	<u>\$12,092,696,643</u>

LIABILITIES

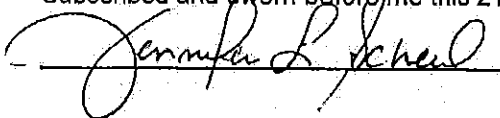
Reserve for Losses and Loss Expense	\$4,505,982,242
Reserve for Unearned Premiums	2,172,469,641
All Other Liabilities	728,283,245
Capital	\$ 3,586,355
Surplus	4,682,375,160
TOTAL LIABILITIES & EQUITY	<u>4,685,961,515</u> <u>\$12,092,696,643</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2016 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 21st day of February, 2017.





Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/27/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$12,092,696,643, liabilities in the amount of \$7,406,735,128, and surplus of at least \$4,685,961,515.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RiskSOURCE® Clark-Theders 9938 Crescent Park Drive West Chester OH 45069	CONTACT NAME: Dee Dee Carter PHONE (A/C, No. Ext): 513-779-2800 E-MAIL ADDRESS: dcarter@risksource.com	FAX (A/C, No): 513-779-2803	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MERID-2 Meridian Mark Management; Freedom Homes Potterhill Homes LLC; Holiday Homes 1252 Goshen Pike Milford OH 45150	INSURER A: Cincinnati Insurance Company		10677
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1893170559 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP 0895462	5/1/2017	5/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Empl Liab	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP 0895462	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CPP 0895462	5/1/2017	5/1/2018	EACH OCCURRENCE	\$6,000,000
							AGGREGATE	\$6,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 2131323-07	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Builders Risk Floor Plan Coverage			CPP 0895462	5/1/2017	5/1/2018	Builders Risk Deductible Floor Plan Coverage	\$4,000,000 \$2,500 \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Coverage - Hopewell Valley Development, LLC

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Resolution

Number 17-1956

Adopted Date December 12, 2017

ENTER INTO SIDEWALK SECURITY AGREEMENT WITH HOPEWELL VALLEY DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following street and appurtenances security agreement:

SECURITY AGREEMENT

Bond Number	:	17-026 (S)
Development	:	Villages of Hopewell Valley, Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$43,497.42
Surety Company	:	Cincinnati Insurance Company (B1247744)

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

SIDEWALKS

Security Agreement No.
17-026 (5)
31247744

This Agreement made and concluded at Lebanon, Ohio, by and between Hopewell Valley Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Cincinnati Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain Sidewalks in Villages of Hopewell Valley Subdivision, Section Phase Five (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter the "Sidewalks"); and,

WHEREAS, it is estimated that the total cost of the Sidewalks is \$33,459.55 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of \$33,495.55; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Sidewalks to secure the performance of the construction of uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Sidewalks after the completion of the Sidewalks and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Sidewalks as may be required between the completion and tentative acceptance of the Sidewalks and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$43,497.42 to secure the performance of the construction of the uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Sidewalks.

2. The County Commissioners will, upon approval of the County Engineer of all Sidewalks in the Subdivision, tentatively accept all Sidewalks.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Sidewalks is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Sidewalks, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Sidewalks and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Sidewalks in accordance with Warren County subdivision regulations and that upon the Sidewalks having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$6,691.91 to secure the performance of all maintenance upon the Sidewalks as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Sidewalks as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Sidewalks to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Sidewalks as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Sidewalks, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Sidewalks upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Sidewalks and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Sidewalks by the County Commissioners and upon satisfactory completion of any required maintenance upon the Sidewalks to bring the Sidewalks into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Sidewalks. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Sidewalks and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 & 4 or 8 & 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Sidewalks and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to

the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Sidewalks or the performance of maintenance upon the same in the case of default pursuant to Items 3 & 4 or 8 & 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer's Office
Attn: County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Hopewell Valley Development, LLC

1252 Goshen Pike

Milford, Ohio 45150

Ph. (513) 575 - 7668

D. To the Surety:

Cincinnati Insurance Company

6200 South Gilmore Rd.

Fairfield, Ohio 45014

Ph. (513) 870 - 2000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due from Surety shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: *Daniel R. Rollins*

PRINTED NAME: Daniel R. Rollins

TITLE: Member

DATE: 11-17-17

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: *Diedre Carter*

PRINTED NAME: Diedre Carter

TITLE: Attorney In fact

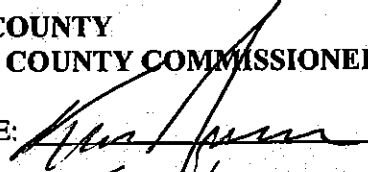
DATE: 10-5-17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1956, dated 12/12/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE:



PRINTED NAME:

Tom Grossmann

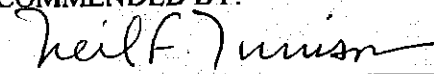
TITLE: President

DATE:

12/12/17

RECOMMENDED BY:

By:



COUNTY ENGINEER

APPROVED AS TO FORM:

By:



COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Richard Theders; Jonathan Theders; Rebecca Lehpamer; Diedre Carter; Jessica Shoopman and/or Kasey Young

of West Chester, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal and attested by its Vice President this 1st day of October, 2015.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 9th day of October, 2017

Scott R. Bolan

Secretary



The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2016

ASSETS


Cash	\$ 412,875,678
Bonds	5,628,186,145
Stocks	4,262,647,622
Agents Balance Receivable	1,538,109,276
All Other Admitted Assets	<u>255,877,922</u>
TOTAL ADMITTED ASSETS	<u>\$12,092,696,643</u>

LIABILITIES

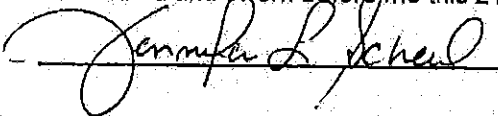
Reserve for Losses and Loss Expense	\$4,505,982,242
Reserve for Unearned Premiums	2,172,469,641
All Other Liabilities	728,283,245
Capital	\$ 3,586,355
Surplus	4,682,375,160
TOTAL LIABILITIES & EQUITY	<u>4,685,961,515</u> <u>\$12,092,696,643</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2016 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 21st day of February, 2017.





Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/27/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$12,092,696,643, liabilities in the amount of \$7,406,735,128, and surplus of at least \$4,685,961,515.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment

Jillian Froment, Director



Resolution

Number 17-1957

Adopted Date December 12, 2017

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- The Villages of Hopewell Valley Section Five – Hamilton Township

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 17-1958

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 311.00	from	#101-1250-421	(Probate – Rent or Lease)
\$ 2,000.00	from	#101-1600-220	(Facilities Management – Operating Supplies)
\$ 1,387.75	from	#101-2810-317	(Telecom – Capital Purchases under \$10,000)
\$ 683.70	from	#101-2810-361	(Telecom – Telephone Equipment)
\$ 6,997.25	from	#101-5220-923	(Veterans – Allowance-Soldier Relief)
\$ 194.69	from	#206-2700-220	(Dog/Kennel – Operating Supplies)
\$103,482.85	from	#463-3120-335	(Engineer – Road Const)
\$ 400.55	from	#492-3819-371	(Telecom – Data-Hardware)
\$.68	from	#496-3725-334	(Juvenile Court – Rehab & Maintenance)
\$ 7,665.85	from	#619-1110-220	(Garage – Operating Supplies)
\$ 5,313.87	from	#631-2810-220	(Telecom – Operating Supplies)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Probate (file)
Facilities Management (file)
Veterans (file)
OMB

Dog/Kennel (file)
Garage (file)
Engineer (file)
Telecomm (file)
Juvenile (file)

Resolution

Number 17-1959

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES WITHIN WARREN COUNTY SHERIFF'S OFFICE FUND #292

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #292 for funds that were anticipated, but not received in calendar year 2017; and

WHEREAS, the appropriation for Fund #292 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$5,458.37	from #292-2222-114	(Overtime)
\$1,076.64	from #292-2222-811	(PERS)
\$499.75	from #292-2222-871	(Medicare)

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

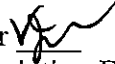
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 17-1960

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES WITHIN WARREN COUNTY SHERIFF'S OFFICE FUND #293

WHEREAS, the Warren County Sheriff's Office has canceled a purchase order that was encumbered; and

BE IT RESOLVED, to approve the following appropriation decreases within Warren County Sheriff's Office Fund #293:

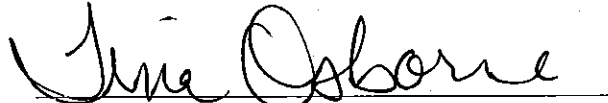
\$20,800.00	from #293-2200-400	(Purchased Services)
\$ 5,000.00	from #293-2200-317	(Capital Purchases Under \$10,000)

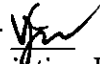
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1961

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES IN OHIO WORKS INCENTIVE PROGRAM
FUND #260

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #260 for funds that were anticipated, but not received in calendar year 2017; and

WHEREAS, the appropriation for Fund #260 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

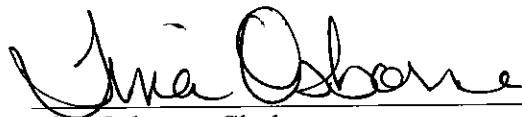
\$ 5,000.00 from #260-5800-102 (Regular Salaries)
\$ 45,000.00 from #260-5800-400 (Purchase Services)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
OhioMeansJobs (file)
OMB

Resolution

Number 17-1962

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES IN OHIO MEANS JOBS FUND #258

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #258 for funds that were anticipated, but not received in calendar year 2017; and

WHEREAS, the appropriation for Fund #258 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 44,514.06	from	#258-5800-102	(Salaries)
\$ 1,991.85	from	#258-5800-114	(Overtime Pay)
\$ 3,578.58	from	#258-5800-220	(Operating Supplies, General)
\$ 6,225.43	from	#258-5800-317	(Capital purchases under \$10,000)
\$ 12,000.00	from	#258-5800-320	(Capital Purchases \$10,000 and Over)
\$ 77,752.11	from	#258-5800-400	(Purchase Services)
\$ 3,245.00	from	#258-5800-421	(Rent or Lease)
\$ 1,000.00	from	#258-5800-450	(Advertise & Printing)
\$ 1,362.76	from	#258-5800-460	(Insurance)
\$ 17,678.00	from	#258-5800-651	(Support, Adults)
\$ 108,366.37	from	#258-5800-663	(Classroom Training, Adults)
\$ 9,298.99	from	#258-5800-811	(P.E.R.S.)
\$ 35,939.54	from	#258-5800-820	(Health Insurance (General))
\$ 3,305.41	from	#258-5800-830	(Workers Comp)
\$ 2,000.00	from	#258-5800-840	(Unemployment Comp)
\$ 230.00	from	#258-5800-860	(Life Insurance)
\$ 227.68	from	#258-5800-871	(Medicare)
\$ 3,000.00	from	#258-5800-872	(Social Security)
\$ 5,338.55	from	#258-5800-881	(Accum. Sick Leave (Payout))
\$ 437.29	from	#258-5800-882	(Accum. Vacation Leave (Payout))
\$ 1,000.00	from	#258-5800-905	(Refunds – Unused Grants)
\$ 2,635.93	from	#258-5800-910	(Other Expenses)
\$ 690.60	from	#258-5800-940	(Travel (General))

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file

OhioMeansJobs (file)
OMB

Resolution

Number 17-1963

Adopted Date December 12, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$6.65 into #258-5800-430 (Utilities)

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

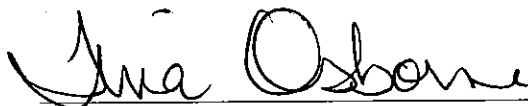
Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App file
OhioMeansJobs (file)
OMB

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

Resolution

Number 17-1964

Adopted Date December 12, 2017

APPROVE APPROPRIATION DECREASES FOR PROSECUTOR'S CRIME VICTIM
GRANT FUND #245

BE IT RESOLVED, to approve the following appropriation decreases:

\$6,815.45	from	#245-2450-102	(Regular Salaries)
\$ 240.00	from	#245-2450-210	(Office Supplies, General)
\$1,560.00	from	#245-2450-820	(Health Ins, General)
\$ 900.00	from	#245-2450-910	(Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CSM/

cc: Auditor 
App. Decrease file
Prosecutor (file)
OMB

Resolution

Number 17-1965

Adopted Date December 12, 2017

ACCEPT AMENDED CERTIFICATE FOR FUNDS 206, 217, 219, 223, 227, 243, 246, 247, 256, 262, 264, 268, 270, 278, 279, 280, 296, 298 and 299

WHEREAS, the anticipated revenue for Fund 206 Dog and Kennel decreased by \$37,272.31; and

WHEREAS, the anticipated revenue for Fund 217 BOE Technology Fund 3501.17 has decreased by \$124,464.13; and

WHEREAS, the anticipated revenue for Fund 219 Wireless 911 Government Assistance has decreased by \$31,787.83; and

WHEREAS, the anticipated revenue for Fund 223 Probate/Juvenile Spec Proj 2303.201 decreased \$7,632.00; and

WHEREAS, the anticipated revenue for Fund 227 Probation Supervision ORC 2951.021 has decreased by \$8,140.65; and

WHEREAS, the anticipated revenue for Fund 243 Juvenile Grants has decreased by \$25,901.73; and

WHEREAS, the anticipated revenue for Fund 246 Juvenile Indigent Driver Alcohol has decreased by \$530.82; and

WHEREAS, the anticipated revenue for Fund 247 Felony Delinquent Care & Custody has decreased by \$155,099.57; and

WHEREAS, the anticipated revenue for Fund 256 WC Solid Waste District decreased by \$9,603.14; and

WHEREAS, the anticipated revenue for Fund 262 Community Corrections Monitoring (Home Incarceration) has decreased by \$97,419.35; and

WHEREAS, the anticipated revenue for Fund 264 Emergency Management Agency has decreased by \$12,306.63; and

WHEREAS, the anticipated revenue for Fund 268 Indigent Guardianship has decreased by \$2,060.00; and

WHEREAS, the anticipated revenue for Fund 270 Juvenile Treatment Center has decreased by \$61,505.38; and

WHEREAS, the anticipated revenue for Fund 278 Juvenile Court Clerk Computer 2151.541 has decreased by \$55,756.42; and

WHEREAS, the anticipated revenue for Fund 279 Juvenile Court Computer 2151.541 has decreased by \$1,089.00; and

WHEREAS, the anticipated revenue for Fund 280 Common Pleas Court Computer ORC 2303.201 has decreased by \$11,520.00; and

WHEREAS, the anticipated revenue for Fund 296 Comp Rehab-Downpayment Asst Community Development has decreased by \$19,229.58; and

WHEREAS, the anticipated revenue for Fund 298 Rehab Inc. Funds has decreased by \$10,000.00; and

WHEREAS, the anticipated revenue for Fund 299 County Transit has decreased by \$474,309.31; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 206, 217, 219, 223, 227, 243, 246, 247, 256, 262, 264, 268, 270, 278, 279, 280, 296, 298 and 299

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

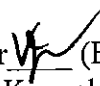
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor  (B. Quillen)
Dog & Kennel (file)
Board of Elections (file)
Telecom (file)
Juvenile/Probate (file)
Common Pleas (file)

Solid Waste (file)
Community Corrections (file)
Emergency Services (file)
OGA (file)
Transit (file)
OMB

Resolution

Number 17-1966

Adopted Date December 12, 2017

APPROVE A CASH ADVANCE FROM ENGINEER'S FUND #202 INTO FUND #453 AND
A CASH ADVANCE REPAYMENT FROM FUND #453 INTO FUND #202

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the projects
has requested a cash advance until monies are received from other sources; and

WHEREAS, repayment of a cash advance is due from fund #453;

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance and cash
advance repayment:

\$261,875.00	from	#202-5555-666	(Advances of Cash Out)
	into	#453-5555-555	(Advances of Cash In)

\$261,875.00	from	#453-5555-666	(Advances of Cash Out)
	into	#202-5555-555	(Advances of Cash In)

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JO
Cash Advance file
Engineer (file)
OMB

Resolution

Number 17-1968

Adopted Date December 12, 2017

ACCEPT AN AMENDED CERTIFICATE DECREASE, AN APPROPRIATION DECREASE AND APPROVE AN OPERATIONAL TRANSFER AND A CASH ADVANCE REPAYMENT FOR THE MIDDLEBORO ROAD BRIDGE REHABILITATION PROJECT FUND 433

WHEREAS, an amended certificate, appropriation decrease, an operational transfer and a cash advance repayment are necessary for the Middleboro Road Bridge Rehabilitation Project; and

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Middleboro Road Bridge Rehabilitation Project has requested an operational transfer from fund 202;

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate decrease in the amount of \$242,730.35, and an appropriation decrease, an operational transfer and a cash advance repayment in Fund 433

Appropriation Decrease

\$203,274.35 from #433-3130-346 (Bridge Construction)

Operational Transfer

\$179,942.47 from #202-3120-997-9000 (Operational Transfer-Out)
into #433-9000-999-9000 (Operational Transfer-In)

Cash Advance Repayment

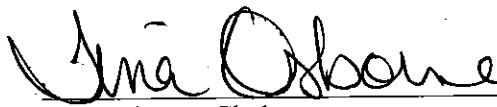
\$203,000.00 from #433-5555-666 (Cash Advance out)
into #202-5555-555 (Cash Advance in)

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

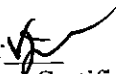
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Appropriation Dec. file
Operational Transfer file

Cash Advance file
Engineer (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 7, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, 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 Project	Jan. 1st, 2017	Taxes	Other Sources	Total
Middleboro Rd Bridge Rehab	\$14,536.00	\$0.00	\$507,461.65	\$521,997.65
Fund 433				
TOTAL	\$14,536.00	\$0.00	\$507,461.65	\$521,997.65

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

AMEND 17 23
 Fund 433 -(242,730.35)
 433 433 2600 278 (59,201.88)
 433 2602 278 +9,921.06
 463 9000 999 -(193,449.53)

2017 DEC -7 PM 3:20

Resolution

Number 17-1969

Adopted Date December 12, 2017

ACCEPT AN AMENDED CERTIFICATE DECREASE, AN APPROPRIATION DECREASE AND APPROVE AN OPERATIONAL TRANSFER AND A CASH ADVANCE REPAYMENT FOR THE ZOAR ROAD IMPROVEMENT PROJECT FUND 436

WHEREAS, an amended certificate, appropriation decrease, an operational transfer and a cash advance repayment are necessary for the Zoar Road Improvement Project; and

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Zoar Road Improvement Project has requested an operational transfer from fund 202;

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate decrease and approve an appropriation decrease, an operational transfer, and a cash advance repayment in Fund 436.

Appropriation Decrease

\$15,710.42 from #436-3120-335 (Road Construction)

Operational Transfer

\$147,364.84 from #202-3120-997-9000 (Operational Transfer-Out)
into #436-9000-999-9000 (Operational Transfer-In)

Cash Advance Repayment

\$164,581.33 from #436-5555-666 (Cash Advance out)
into #202-5555-555 (Cash Advance in)

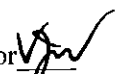
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Appropriation Dec. file
Operational Transfer file

Cash Advance file
Engineer (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

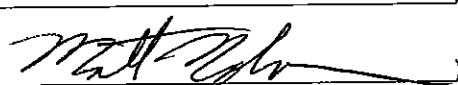
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 5, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, 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 Project	Jan. 1st, 2017	Taxes	Other Sources	Total
Zoar Road Improvement Project	\$0.00	\$0.00	\$524,973.38	\$524,973.38
Fund 436				
TOTAL	\$0.00	\$0.00	\$524,973.38	\$524,973.38

_____)
 _____)
)
 _____) Budget
 _____) Commission

AMEND 17 21
 Fund 436 -(15,710.42)
 436 7031 100 +.05
 436 5999 400 +9,958.61
 463 9000 999 -(25,669.08)

Resolution

Number 17-1970

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND #101-1112 AND APPROVE AN OPERATIONAL TRANSFER FROM GENERAL FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, to approve the following appropriation adjustment:

\$2,094.52 from #101-1112-997 (Commissioners Grants – Oper. Transfers)
 into #101-1112-742 (Commissioners Grants –HS Mandated Share)

WHEREAS, the Department of Human Services has requested that the fifth and sixth months of their mandated share for SFY 2018 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:

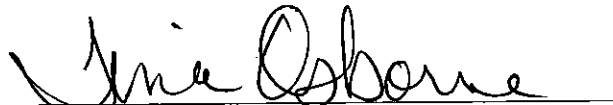
\$34,189.50 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
 into #203-2040-999-9000 (Human Services - Public Assistance)

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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj file
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 17-1971

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

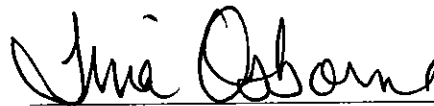
\$500.00 from #101-1116-102 (Econ Dev. – Regular Salaries)
 into #101-1116-220 (Econ Dev. – Operating Expenses)

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

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

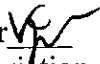
Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AS/

cc: Auditor 
Appropriation Adjustment file
Economic Development (file)
OMB

Resolution

Number 17-1972

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURER'S OFFICE FUND
#101-1130

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,000.00	from #101-1130-102	(Regular Salaries)
	into #101-1130-910	(Other Expense)
\$2,772.58	from #101-1130-114	(Overtime)
	into #101-1130-210	(Office Supplies)
\$ 100.00	from #101-1130-910	(Other Expense)
	into #101-1130-317	(Capital Purchases under \$10,000)

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

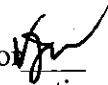
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Treasurer (file)
OMB

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

Resolution

Number 17-1973

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
FUNDS #101-1220 AND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 50.00	from #101-1220-102	(Regular Salaries)
	into #101-1220-130	(Referee, Court)
\$100.00	from #101-1220-102	(Regular Salaries)
	into #101-1220-131	(Reporter, Court)
\$ 1,772.00	from #101-1223-102	(Regular Salaries)
	into #101-1223-840	(Unemployment Comp)

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

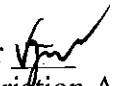
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 17-1974

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #101-1240, FROM #101-1250, #101-2500, AND #101-2600 INTO #101-1240, AND WITHIN #101-2600

BE IT RESOLVED, to approve the following appropriation adjustments:

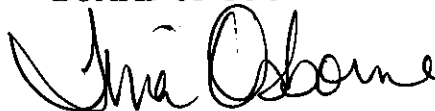
\$ 5,000.00	from #101-1240-830	(Workers Comp)
	into #101-1240-415	(Attorneys Indigent)
\$ 6,500.00	from #101-1250-830	(Workers Comp)
	into #101-1240-415	(Attorneys Indigent)
\$ 5,000.00	from #101-2500-102	(Regular Salaries)
	into #101-1240-415	(Attorneys Indigent)
\$10,000.00	from #101-2600-820	(Health Insurance)
	into #101-1240-415	(Attorneys Indigent)
\$10,000.00	from #101-2600-400	(Purchased Services)
	into #101-1240-415	(Attorneys Indigent)
\$5,000.00	from #101-2600-102	(Regular Salaries)
	into #101-2600-317	(Capital Purchases under \$10,000)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile/Probate (file)
OMB

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

Resolution

Number 17-1975

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION
ADDITION & RENOVATION FUND #496

BE IT RESOLVED, to approve the following appropriation adjustment:

\$17,274.00 from #496-3725-334 (Rehab & Maint Non Capital)
into #496-3725-317 (Non-Capital Purchases)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)
OMB

Resolution

Number 17-1976

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT OF
COMMON PLEAS FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 876.00 from #101-1260-830 (Workers Compensation-D.A.W.R.)
into #101-1260-840 (Unemployment Comp.)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)
OMB

Resolution

Number 17-1977

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$194.34	from	#101-2210-400	(Purchased Services)
	into	#101-2210-840	(Unemployment Comp)

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


Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 17-1978

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustment:

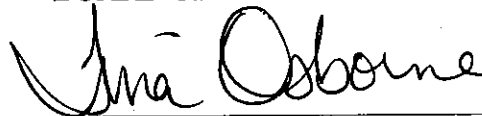
\$110,000.00	from	#101-2200-210	(Office Supplies)
	into	#101-2200-317	(Capital Purchases under \$10,000)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1979

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #101-2812

BE IT RESOLVED, to approve the following appropriation adjustments:

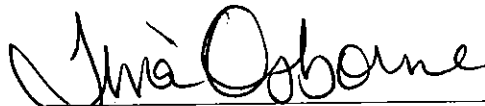
\$	70.00	from #101-2812-114	(Mobile Data-Overtime)
		into #101-2812-860	(Mobile Data – Life Insurance)
\$	48.79	from #101-2812-114	(Mobile Data-Overtime)
		into #101-2812-871	(Mobile Data –Medicare)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Telecom (file)
OMB

Resolution

Number 17-1980

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,438.08 from #492-3819-334 (Telecom-Rehab/Maint)
into #492-3823-317 (Telecom-Capital Purchases under \$10,000)

\$ 41,554.80 from #492-3819-371 (Telecom-Data Hardware)
into #492-3823-317 (Telecom-Capital Purchases under \$10,000)

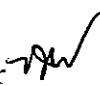
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)
OMB

Resolution

Number 17-1981

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$800.00 from #206-2700-783 (Humane Society)
 into #206-2700-820 (Health Insurance)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. File
Dog & Kennel (file)
OMB

Resolution

Number 17-1982

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES
FUND #207

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,690.51	from	#207-1291-220	(Operating Supplies, General)
	into	#207-1291-210	(Office Supplies, General)

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

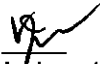
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Law Library (file)
OMB

Resolution

Number 17-1983

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #265

BE IT RESOLVED, in order process voucher for health insurance, it is necessary to approve the following appropriation adjustment:

\$100.00 from #265-3410-210 (Office Supplies)
 into #265-3410-820 (Health Insurance)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor 
Appropriation Adj. file
OGA (file)
OMB

Resolution

Number 17-1984

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for Jessica Turner:

\$240.00	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-882	(Accum. Vacation Payout)

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

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


Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 17-1985

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN GARAGE ROTARY FUND #619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8800.00 from #619-1110-220 (Operating Supplies, General)
 into #619-1110-210 (Office Supplies, General)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Garage (file)
OMB

Resolution

Number 17-1986

Adopted Date December 12, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP SELF INSURANCE FUND #636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00 from #636-0110-400 (Workers Comp – Purchased Services)
into #636-0110-932 (Workers Comp – Medical/Rx Claims)

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


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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Benefits file
OMB (file)

Resolution

Number 17-1987

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN GASOLINE ROTARY FUND #650

BE IT RESOLVED, to approve an appropriation adjustment within Fund # 650 as follows:

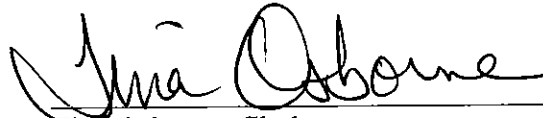
\$209,595.50 from 650-1600-220 (Gasoline Rotary Fund, Operating Supplies)
Into 650-1600-210 (Gasoline Rotary Fund, Office Supplies)


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

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

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Facilities Management (file)
OMB

Resolution

Number 17-1988

Adopted Date December 12, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #202

BE IT RESOLVED, to approve the following appropriation adjustment:

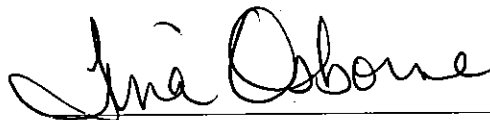
\$5,904.75 from #202-3120-220 (Road – Operating Supplies)
 into #202-3120-210 (Road – Office Supplies)

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

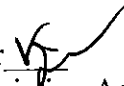
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Engineer (file)
OMB

Resolution

Number 17-1989

Adopted Date December 12, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #12/12/2017 001, #12/12/2017 002, #12/12/2017 003, #12/12/2017 004, #12/12/2017 005, #12/12/2017 006, and #12/12/2017 007; said batches attached hereto and made a part hereof.

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

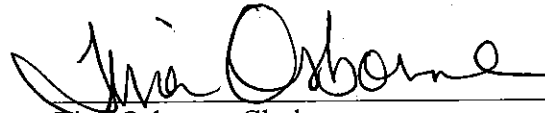
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 