

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

Resolution

Number 20-0164

Adopted Date January 28, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF RICHARD BAKER, WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MARCH 27, 2020

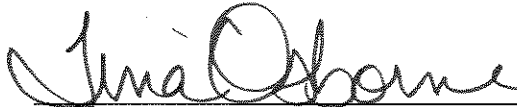
BE IT RESOLVED, to accept the resignation of Richard Baker, Water Treatment Plant Technician, within the Warren County Water and Sewer Department, effective March 27, 2020.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
R. Baker's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0165

Adopted Date January 28, 2020

AUTHORIZE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE AND WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize President of the Board of County Commissioners to sign an union agreement on behalf of the Warren County Sheriff's Office and Warren County Deputy Sheriff's Benevolent Association regarding Non-Sworn employees; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association
Sheriff (file)

AGREEMENT
BETWEEN
THE WARREN COUNTY SHERIFF
AND
THE WARREN COUNTY DEPUTY SHERIFF'S
BENEVOLENT ASSOCIATION
NON-SWORN EMPLOYEES

SERB CASE NUMBERS
2019-MED-07-0646; 2019-MED-07-0647; 2019-MED-07-0648.

EFFECTIVE THROUGH
NOVEMBER 20, 2022

2020-2022 Tentative Agreement between WCDSBA and Warren County Sheriff's Office
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PREAMBLE

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

ARTICLE 1
RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board on July 9, 1998 in case number 98-REP-02-0044 and as amended in case numbers 2001-REP-11-0279 and 0280, as may be amended/clarified by SERB as set forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all non-sworn employees in the classifications of corrections officer, corrections sergeant, corrections lieutenant, property room and evidence managers, DTF investigative assistant, IT manager, computer technician, clerical specialists, and custodial worker.

This contract represents three (3) units. The corrections sergeant, corrections lieutenant (Unit B), and property room and evidence manager/DTF investigative assistant/IT manager/clerical specialist/custodial worker/computer technician (Unit C) must be in exclusive units, though they will be covered by the same agreement as the corrections officers (Unit A).

Section 1.2. The Benevolent Association recognizes the following employees as being excluded from the bargaining unit: all deputized employees; all other employees. The position of Internal Affairs shall be included in the bargaining unit.

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 agency, 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 Benevolent Association in writing within thirty (30) calendar days. If the Benevolent 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 Benevolent Association notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent 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 Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

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ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him 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 agency, the Employer shall retain all rights imposed upon him by law to carry out the administration of the agency and include, but not be limited to:

- 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 agency, 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 agency; maintain and improve the efficiency and effectiveness of the agency, and the county.
- E. The right to make reasonable rules and regulate the agency, and to establish and amend policies and procedures, and necessary rules relating to the operation of the agency in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the agency 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.

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- 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
NONDISCRIMINATION

Section 3.1. The Employer and the Benevolent 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, or genetic information of any person, or Benevolent 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.

Any grievance filed concerning an alleged violation of this Article may be only be pursued through step 3 of the grievance procedure.

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
BENEVOLENT ASSOCIATION SECURITY

Section 4.1. The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent 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 Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees who authorize such deductions in writing. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent 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.

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Section 4.3. 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 Benevolent Association dues to be deducted after all other deductions are made, (6) or upon written notice of an employee's revocation of the dues authorization.

Section 4.4. The parties agree that neither the employees nor the Benevolent 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 Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.5. The Benevolent 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
BENEVOLENT ASSOCIATION REPRESENTATION

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association, to act as Benevolent 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 Benevolent Association shall provide to the Employer an official roster of all Benevolent 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. Benevolent Association office held.

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

Section 5.4. 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 activity does 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 a 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 Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

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

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

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ARTICLE 7
PROBATIONARY PERIODS

Section 7.1. Every newly hired employee shall be required to successfully complete a probationary period of three hundred and sixty-five (365) calendar days from the date of hire. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a permanent reassignment to a specialized unit shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position.

Section 7.2. Employees promoted to corrections sergeant or corrections lieutenant shall serve a probationary period of one hundred and eighty (180) calendar days. Employees promoted into the bargaining unit as sergeant or from sergeant to lieutenant shall be assigned to the classification pay rate upon the effective date of the promotion. A promoted employee whose performance is unsatisfactory during probation shall be returned to his former position. The promoted employee may at any time during probation voluntarily elect to return to his former position.

Section 7.3. Any employee who, while serving a probationary period, misses twenty-two (22) or more work days may have the probationary period extended by the length of the absence. Such extension may not exceed the length of the original probationary period.

Section 7.4. Benefits for newly hired employees shall be effective upon completion of thirty (30) calendar days employment, with the exception of insurance benefits, which shall be effective in the same manner as for all non-bargaining unit county employees.

Section 7.5. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

ARTICLE 8
SENIORITY

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Sheriff.

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

1. absence while on approved paid leave of absence or while on FMLA;
2. absence while on disability leave;
3. military leave; and

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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.
- 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 8.2(A)(1) through (4) above.

Section 8.3. "Agency Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. "Rank Seniority" shall be computed on the basis of the total time in rank. Rank seniority shall prevail over agency seniority where seniority rights are listed in this agreement.

ARTICLE 9
VACANCIES/PROMOTIONS

Section 9.1. Whenever the Employer determines that a new assignment or a vacancy in any assigned area becomes available in the Divisions covered by this Agreement, notice of such assignment or vacancy shall be posted in the Sheriff's Office front office and jail. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel from within the respective Division who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Should the position be unfilled by the posting process, the Employer may assign the least senior qualified member of the bargaining unit from a related work unit, or fill the vacancy with a new hire. An employee cannot qualify for assignment to a specialized unit (i.e., Administrative Lieutenant, Corrections Training Sergeant, Corrections Canine Handler, Property Room Evidence Manager, E.R.T. and D.T.F. Investigative Assistant) until all applicable probationary periods have been completed.

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Section 9.2. In the selection of a successful applicant for a vacancy to any position other than a specialized assignment or promotion, rank seniority shall prevail.

Section 9.3. In the selection of a successful applicant for a specialized unit vacancy the following factors shall prevail:

- A. Rank seniority (20%)
- B. Records of Attendance *(10%)
- C. Records of Discipline * (10%)
- D. Records of Commendation * (10%)
- E. Ability to perform specialized job duties (40%). Physical standards shall account for ten percent (10%) for Corrections Training Sergeant and Corrections Canine Handler. The remaining thirty percent (30%) shall apply to ability to perform specialized job duties.
- F. Performance Evaluations ** (excludes probationary evaluation) (10%)

*Based on the twelve (12) months prior to the date the posting ends.

**Based on the most recent performance evaluation issued prior to the date the posting ends.

Section 9.4. In the selection of a successful applicant for a promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards) and the following factors will determine a successful applicant:

- A. Rank seniority (4/10's of a point per year with a maximum of 5 points)
- B. Records of Attendance (5 points)
- C. Records of Discipline (5 points)
- D. Records of Commendation (5 points)
- E. Performance Evaluations (excludes probationary evaluation) ** (4 points)

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.).

*Based on the twelve (12) months prior to the date the posting ends.

**Based on the most recent performance evaluation issued prior to the date the posting ends.

Section 9.5. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.6. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.7. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his or her previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article may voluntarily elect to return to his or her previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

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Section 9.8. When a temporary assignment which will exceed forty-five (45) calendar days becomes available, it will be posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Section 9.9. The position of Corrections Sergeant is a promotional opportunity for corrections officers. Whenever the Employer determines to fill a vacancy in the corrections sergeant classification, it shall be filled by the corrections officer receiving the highest rating on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to apply and test for Corrections Sergeant, an employee must have completed at least three (3) years of service in the Corrections Division. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his or her testing packet, exclusive of any proprietary material.

Section 9.10. The position of Corrections Lieutenant is a promotional opportunity for Corrections Sergeant. Whenever a vacancy occurs in the Corrections Lieutenant classification, it shall be filled by the employee receiving the highest rating on the promotional eligibility list established from a promotional examination, assessment and testing procedure. In the event that there are less than two (2) Corrections Sergeants who apply for the position of Corrections Lieutenant, qualified employees within the Corrections Officer classification may test for the Corrections Lieutenant position. In order to be eligible to apply and test for Corrections Lieutenant, an employee must have completed at least one hundred and eighty (180) days of service as a Corrections Sergeant. In the event that there are not at least two (2) eligible Sergeants, Corrections Officers with at least four (4) years of service as a Corrections Officer and any Corrections Sergeant shall be eligible to test for a Corrections Lieutenant position. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In the event no other candidates are eligible to test for the position of Corrections Lieutenant, the Employer may extend the eligibility list for a period of one hundred and eighty (180) days. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his or her testing packet, exclusive of any proprietary material.

ARTICLE 10
DISCIPLINE

Section 10.1. 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;

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- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 10.2. 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 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office, or where the employee's on or off-duty action, creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the date on which the statement of charges is issued to the employee.

Section 10.4. 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 affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have an Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than twenty-four hours 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 10.5. 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 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. 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. 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 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his

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representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. 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 Benevolent Association, and the Employer upon completion of the report.

Section 10.11. 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 a Benevolent Association representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. The Employer may audio record any investigative interviews or disciplinary conferences. 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.

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- 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 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. 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 11.2. 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 ten (10) business 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 ten (10) business day period. The immediate supervisor must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him. For employees in the rank of Lieutenant, "immediate supervisor" shall mean the first non-bargaining unit supervisor in the chain of command.

Section 11.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Major or

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Captain who shall rule on the merits of the grievance and must respond in writing within ten (10) business days.

Section 11.4. Step 3: If the grievance is not resolved by the Major or Captain to the satisfaction of the aggrieved employee within the ten (10) business day time period, the employee may then refer the matter to the Sheriff or designee within ten (10) business days following the Major's or Captain's response. Should the Major or Captain fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Major or Captain. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

Section 11.7: The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent 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. 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 11.8. 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 11.9. 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. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. 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, unless paid by the State of Ohio, shall be equally shared by the Employer and the Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office employees who

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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 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent 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 Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. 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 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 11.15. 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.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

ARTICLE 12
PERSONNEL FILES

Section 12.1. 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 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions shall cease to have force and effect six (6) months from the date of issuance. Provided no similar intervening discipline has occurred, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. In the event of intervening discipline, the active record of discipline shall cease to have force and effect upon the expiration of the most recent discipline. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office.

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Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. 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 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

ARTICLE 13
SAFETY AND WELFARE

Section 13.1. The Employer and the Benevolent 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 13.2. The Benevolent 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 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. 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 his 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.

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Section 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefit plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

ARTICLE 14
LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties 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 Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

Section 14.2. 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 Benevolent Association of 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 Benevolent 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.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

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ARTICLE 15
EDUCATION AND TRAINING

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training, which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

Section 15.4. Required training shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. 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 shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1½) the employee's hourly wage.

ARTICLE 16
INSURANCES

Section 16.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

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Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Effective January 1, 2020, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$110.00 per pay period.

Effective January 1, 2021, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$120.00 per pay period.

Effective January 1, 2022, the premium contribution shall not exceed fifteen percent (15%) of the premium not to exceed \$130.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty five thousand dollars (\$25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater, for each bargaining unit employee.

Section 16.5. The Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's High Deductible Health Care Buy-up plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's High Deductible Health Care Buy-up plan. These amounts shall be made in two (2) equal deposits in January and July.

Section 16.6. If both spouses work for the County, only the most senior full time member shall be charged for the family plan.

ARTICLE 17
PROFESSIONAL INSURANCE

Section 17.1. 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 17.2. 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. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

ARTICLE 18
TRAVEL EXPENSE REIMBURSEMENT

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

TRAVEL

A. By County vehicle - actual expense upon presentation of receipts.

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- B. By employee private vehicle - per County policy.
- C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.
- D. Tolls and parking - actual costs upon presentation of receipts.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of receipts.

MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene and Clinton. An employee assigned to such out of county travel (such as training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays for the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

ARTICLE 19
UNIFORMS AND EQUIPMENT

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Employees in Units A and B are eligible for uniform shoe replacement on an "as needed" basis. The Employer will provide the Custodial Worker with two (2) pair of footwear and will replace them when the Employer deems appropriate due to on-the-job wear and tear. Property Room and Evidence Managers, Computer Technician and IT Manager are eligible for uniform shoe replacement on an "as needed" basis.

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Section 19.2. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of two hundred dollars (\$200.00), but not more than seventy five dollars (\$75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this section.

Section 19.3. Employees in Units A, B & C shall be provided necessary equipment to complete their job functions.

ARTICLE 20
PHYSICAL STANDARDS

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

ARTICLE 21
ALCOHOL/DRUG STANDARDS

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or on a random basis (for safety-sensitive positions) after 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 21.2. 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

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administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. 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 21.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of 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 21.5. 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 21.6. 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 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. A representative for the bargaining unit shall have a right of access to the results upon

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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 21.8. If the alcohol or drug test is positive, and if it 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 successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position which he or she is qualified, subject to any follow up testing, and any terms of a Last Chance Agreement. 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 substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. 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 screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

ARTICLE 22
HOURS OF WORK AND OVERTIME/
CALL-OUT TIME/ON-CALL TIME/COURT TIME

Section 22.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 22.2. With the exception of shift changes, employees in bargaining Unit C who work in excess of eight (8) hours in any calendar day, or more than forty (40) hours in the work week shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate. The work day for all Unit C personnel and any Unit A or B personnel not assigned to continuous operations is exclusive of an unpaid meal period.

With the exception of shift changes, employees in bargaining units A and B (corrections officers, Corrections Sergeants, and Corrections Lieutenants) who work in excess of eight (8) hours in any calendar day, or more than one-hundred sixty (160) hours within a twenty-eight (28) calendar day period shall be compensated at one and one-half (1½) times their regular hourly rate.

Overtime for all units shall be calculated to the nearest twelve (12) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10] hour days).

Section 22.3. 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 (1½) hours off for each one (1) hour of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. 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. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;
- D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.

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Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of two (2) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry an agency issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a three (3) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of three (3) hours at a time and one-half pay at his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If he is required to stay in attendance at such court for more than three (3) hours in any one day, he shall be paid at one and one-half (1½) times the regular hourly rate for all hours in excess of three (3) hours spent in attendance that day. Any employee required to attend court on their regular scheduled day off, or required to attend court at a time which is more than four (4) hours before or after their regular scheduled shift shall receive a minimum of three (3) hours at one and one half (1½) times their regular rate of pay for such attendance in lieu of the three (3) hour court time. Any and all fees, compensation or allowances, to which any employee is or would be entitled to for such court time as provided by the statute or court order shall be turned over and paid to the County and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour lay-over between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour lay over, but shall normally be afforded a lay over of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit (for clerical positions, work units shall be designated as: front office clerical, fiscal clerical, human resource clerical, CIS clerical, jail clerical, etc.) the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. If no one signs up, and the overtime assignment is for a clerical specialist, the posting

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supervisor will determine who is available within the clerical specialist classification and assigned to the same work unit as the overtime shift is posted for with the least amount of overtime hours worked that year, and assign that person to work. That person assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). If no one signs up, and the overtime assignment is for a corrections officer, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two employees assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). If no one signs up, and the overtime assignment is for a Corrections Lieutenant or Corrections Sergeant, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two supervisors to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two supervisors assigned will be required to work but may give their assigned overtime away with at least two hours' notification to the on-duty supervisor (a shorter notice may be accepted at the discretion of the Employer). In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If an employee misses an overtime opportunity required by this Agreement due to an error on the part of the Employer, the employee shall receive compensation for such overtime hours as the employee would have worked at time and one-half their regular hourly rate. When a Corrections Officer (CO) completes his or her initial field training officer (FTO) period, he will be credited with any number of extra hours of overtime necessary to bring him up to the average of the lowest one third (1/3) as listed as of the end of the previous pay period for any CO who has completed such FTO period listed as of the end of the previous pay period for any CO who has completed such FTO period. The CO is not required to work those extra credited hours and the Employer is not required to pay for such hours credited. They just represent an equalization credit. Once he or she receives that credit, any overtime hours the CO works thereafter will be added to his or her total for that year.

Overtime (scheduled or unscheduled) covering vacations should be posted 14 days (in no case less than ten [10] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Overtime (scheduled or unscheduled) covering compensatory time should be posted five (5) days (in no case less than three [3] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary in the Supervisory bargaining unit, corrections officer bargaining unit, or clerical specialist classification, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit. Employees shall not be assigned overtime out

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of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need, and if no one in the unit accepts the overtime, the supervisor shall determine who is available in the work unit on the shift preceding the need with the least amount of hours worked that year (including any amounts credited to Corrections Officers who complete their initial FTO periods) and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, with the least amount of hours worked that year (including any amounts credited to corrections officers who complete their initial FTO periods), and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the person in the work unit with the least amount of hours worked that year to work the shift.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however such employment may be considered by the Employer when assigning overtime.

Full shift overtime may be offered to and split among two (2) employees. The overtime accumulation record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record.

Section 22.11. For purposes of Sections 22.9 and 22.10 for Unit B only, the parties agree the following shall apply:

- A. In the event an overtime shift occurs and there are no available employees from one of the shifts, either the shift preceding OR the shift following the overtime need, the available employee from the other shift will be assigned to work the entire overtime shift.
- B. In the event an overtime shift occurs and there are no available employees from both the shift preceding AND the shift following the overtime need, the available employee with the least number of overtime hours for the year from ANY shift will be assigned to work the entire overtime shift.

Section 22.12. For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period exclusive of their regularly scheduled shift.

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Section 22.13. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Department, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.14. The Employer agrees the work schedule in effect upon the signing of this Agreement shall remain in effect unless operational requirements of the Sheriff's Office necessitate a change. In the event operational requirements necessitate a change in schedule, the parties agree to explore scheduling alternatives. Any schedule change will result in employees selecting their preference of shifts, according to rank seniority, based on operational needs of the Office.

Section 22.15. Regular schedules shall be posted ten (10) days prior to their effective date.

ARTICLE 23
WAGES AND COMPENSATION

Section 23.1. Effective the beginning of the first pay period including January 1, 2020 the regular hourly pay rate for all bargaining unit members shall be increased by two and one half percent (2.5%) as follows:

Clerical	0-6	7-18	19-30	31+	10	20
Specialist	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$19.31	\$20.76	\$22.35	\$24.01	\$24.31	\$24.86
Annual	\$40,164.80	\$43,180.80	\$46,488.00	\$49,940.80	\$50,564.80	\$51,708.80
Corrections Officer	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$21.71	\$23.17	\$24.74	\$27.47	\$27.77	\$28.32
Annual	\$45,156.80	\$48,193.60	\$51,459.20	\$57,137.60	\$57,761.60	\$58,905.60
Corrections Sergeant					10	20
Community Corrections Coordinator					<u>Years</u>	<u>Years</u>
Hourly			\$31.56		\$31.86	\$32.41
Annual			\$65,644.80		\$66,268.80	\$67,412.80
Corrections Lieutenant						
Hourly			\$36.30		\$36.60	\$37.15
Annual			\$75,504.00		\$76,128.00	\$77,272.00
Custodial Worker	0-6	7+			10	20
	<u>Months</u>	<u>Months</u>			<u>Years</u>	<u>Years</u>
Hourly	\$16.41	\$16.90			\$17.20	\$17.75
Annual	\$34,132.80	\$35,152.00			\$35,776.00	\$36,920.00

Evidence/Property Room Manager/
Drug Task Force Investigative Assistant

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	0-12	12-24	25+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$23.17	\$24.75	\$27.47	\$27.77	\$28.32
Annual	\$48,193.60	\$51,480.00	\$57,137.60	\$57,761.60	\$58,905.60
Computer Technician					
	0-12	12-24	25+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$27.72	\$28.79	\$29.97	\$30.27	\$30.82
Annual	\$57,657.60	\$59,883.20	\$62,337.60	\$62,961.60	\$64,105.60
IT Manager					
				10	20
				<u>Years</u>	<u>Years</u>
Hourly		\$36.60		\$36.90	\$37.75
Annual		\$76,128.00		\$76,752.00	\$78,520.00

Section 23.2. Effective on the first day of the first full pay period including January 1, 2021 regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

Clerical	0-6	7-18	19-30	31+	10	20
Specialist	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$19.79	\$21.28	\$22.91	\$24.61	\$24.91	\$25.46
Annual	\$41,163.20	\$44,262.40	\$47,652.80	\$51,188.80	\$51,812.80	\$52,956.80
Corrections Officer						
	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$22.25	\$23.75	\$25.36	\$28.16	\$28.46	\$29.01
Annual	\$46,280.00	\$49,400.00	\$52,748.80	\$58,572.80	\$59,196.80	\$60,340.80
Corrections Sergeant						
Community Corrections Coordinator						
				10	20	
				<u>Years</u>	<u>Years</u>	
Hourly			\$32.35	\$32.65	\$33.20	
Annual			\$67,288.00	\$67,912.00	\$69,056.00	
Corrections Lieutenant						
Hourly			\$37.21	\$37.51	\$38.06	
Annual			\$77,396.80	\$78,020.80	\$79,164.80	
Custodial Worker						
	0-6	7+		10	20	
	<u>Months</u>	<u>Months</u>		<u>Years</u>	<u>Years</u>	
Hourly	\$16.82	\$17.32		\$17.62	\$18.17	
Annual	\$34,985.60	\$36,025.60		\$36,649.60	\$37,793.60	

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Evidence/Property Room Manager/
Drug Task Force Investigative Assistant

	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$23.75	\$25.37	\$28.16	\$28.46	\$29.01
Annual	\$49,400.00	\$52,769.60	\$58,572.80	\$59,196.80	\$60,340.80

Computer
Technician

	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$28.41	\$29.51	\$30.72	\$31.02	\$31.57
Annual	\$59,092.80	\$61,380.80	\$63,897.60	\$64,521.60	\$65,665.60

IT Manager

			10 <u>Years</u>	20 <u>Years</u>
Hourly		\$37.52	\$37.82	\$38.37
Annual		\$78,041.60	\$78,665.60	\$79,809.60

Section 23.3. Effective on the first day of the first full pay period including January 1, 2022, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

Clerical Specialist	0-6 <u>Months</u>	7-18 <u>Months</u>	19-30 <u>Months</u>	31+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$20.28	\$21.81	\$23.48	\$25.23	\$25.53	\$26.08
Annual	\$42,182.40	\$45,364.80	\$48,838.40	\$52,478.40	\$53,102.40	\$54,246.40

Corrections Officer	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$22.81	\$24.34	\$25.99	\$28.86	\$29.16	\$29.71
Annual	\$47,444.80	\$50,627.20	\$54,059.20	\$60,028.80	\$60,652.80	\$61,796.80

Corrections Sergeant Community Corrections Coordinator			10 <u>Years</u>	20 <u>Years</u>
Hourly		\$33.16	\$33.46	\$34.01
Annual		\$68,972.80	\$69,596.80	\$70,740.80

Corrections Lieutenant				
Hourly		\$38.14	\$38.44	\$38.99
Annual		\$79,331.20	\$79,955.20	\$81,099.20

Custodial Worker	0-6 <u>Months</u>	7+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$17.24	\$17.75	\$18.05	\$18.60
Annual	\$35,859.20	\$36,920.00	\$37,544.00	\$38,688.00

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Evidence/Property Room Manager/
Drug Task Force Investigative Assistant

	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$24.34	\$26.00	\$28.86	\$29.16	\$29.71
Annual	\$50,627.20	\$54,080.00	\$60,028.80	\$60,652.80	\$61,796.80

Computer
Technician

	0-12 <u>Months</u>	12-24 <u>Months</u>	25+ <u>Months</u>	10 <u>Years</u>	20 <u>Years</u>
Hourly	\$29.12	\$30.25	\$31.49	\$31.79	\$32.34
Annual	\$60,569.60	\$62,920.00	\$65,499.20	\$66,123.20	\$67,267.20

IT Manager

		10 <u>Years</u>	20 <u>Years</u>
Hourly	\$38.46	\$38.76	\$39.31
Annual	\$79,996.80	\$80,620.80	\$81,764.80

Section 23.4. 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 multiplied by one and one-half (1½) 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 23.5. When an employee is assigned by the Employer to be a Field Training Officer (FTO), such employee will receive a \$2.00 per hour wage stipend for all hours worked as a FTO.

ARTICLE 24
PAY FOR WORKING IN A HIGHER CLASSIFICATION

Section 24.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate shall receive the rate of the next higher classification. Corrections Sergeants, when working without a Corrections Lieutenant for three (3) days or more, shall receive Corrections Lieutenant pay for hours worked in that capacity. In the event two (2) Corrections Sergeants without a Corrections Lieutenant are working together, the Corrections Sergeant with the most seniority in rank shall receive the higher pay rate.

ARTICLE 25
VACATION

Section 25.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
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Upon completion of seven (7) years	120 hours
Upon completion of fourteen (14) years	160 hours
Upon completion of twenty four (24) years	200 hours

Section 25.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 25.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than fourteen (14) days prior notice may be granted at the discretion of the Employer.

Section 25.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 25.5 Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 25.6. When an employee with more than one (1) year of continuous service resigns, retires or dies while working for the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

ARTICLE 26
HOLIDAYS

Section 26.1: All full-time continuous bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

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Section 26.2. All full-time bargaining unit non-continuous employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 26.3. 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 for in this Article.

If a holiday provided for in Section 26.1 or 26.2 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 26.4. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 26.1 or 26.2 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 26.1 or 26.2 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 26.5. Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

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Section 26.6. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 26.7. Employees who work on a Holiday will have the option to (1) receive their holiday pay and one and one-half (1½) for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 26.8. Holiday Trades: Certain officers, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as schools. With prior approval of the appropriate division commander, officers on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trades.

ARTICLE 27
SICK LEAVE

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions of the employee; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- E. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
 - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)

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In no case will this change in shift cause anticipated overtime at the time of scheduling.

2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any other use of sick leave shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- F. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- G. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 27.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc. to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 27.4. The Employer maintains the right to investigate any employee's absences.

Section 27.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 27.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 27.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 27.8. Employees on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to

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do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 27.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less fifteen (15) minutes. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 27.10. Within ten (10) scheduled working days of the employee returning to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the difference between the hours paid and eight (8) hours, if any. The following are examples of the application of this provision:

Example #1 - An employee assigned to the 4-12 shift and works four (4) hours of overtime. He then calls off sick on his 4-12 shift later that day. He will receive six (6) hours pay for the overtime, and will be charged two (2) hours of sick leave for the shift called off, for a total of eight (8) hours of pay.

Example #2 - The employee works the entire midnight to 8 shift on overtime, then calls off sick for his 4-12 shift. He receives twelve (12) hours of pay for overtime, and is charged no hours of sick leave.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 27.11. Falsification of the written, signed statement or altering the physician's certificate will be grounds for disciplinary action.

Section 27.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 27.13. 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 for a period of up to twelve

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(12) weeks in compliance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FML. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
 2. The health care provider's prognosis for recovery;
 3. The employee's history of paid leave usage; and
 4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.

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- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time unless they make themselves available to resume duties for the employer by notifying the on duty supervisor. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer) during such period shall be subject to disciplinary action.

Section 27.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

ARTICLE 28
SICK LEAVE CONVERSION

Section 28.1. Employees who have completed ten (10) years or more of 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 accumulated sick leave hours as set forth below:

1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.
2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.
3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.
4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 28.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 28.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

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Section 28.4. 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.

ARTICLE 29
PERSONAL DAY LEAVE

Section 29.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused leave.

Section 29.2. 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.

Section 29.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 29.4. Employees must schedule and use personal day leave as provided for in Section 29.1 of this Article on or before December 31st of each calendar year. Personal leave not scheduled and used on or before December 31st will be forfeited. If, after December 1st of any calendar year, an employee requests personal day leave in compliance with Section 29.3 above, and the Employer denies the scheduling of such personal day leave, the employee may request and the Employer shall schedule such denied personal leave day during January of the following calendar year before it is forfeited.

Employees must schedule and use earned personal day leave as provided for in Section 29.2 of this Article within one hundred eighty (180) calendar days of the date on which such personal leave day is earned. Earned personal day leave not scheduled and used within one hundred eighty (180) calendar days shall be forfeited.

ARTICLE 30
JURY DUTY (CIVIL LEAVE) WITNESS FEES

Section 30.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day, at the discretion of the Employer.

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Section 30.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 30.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 30.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

ARTICLE 31
MILITARY LEAVE

Section 31.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 32
OCCUPATIONAL INJURY LEAVE

Section 32.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer, and the procedures for administering its use.

Section 32.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 32.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Benevolent Association and the Employer from a list submitted

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by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

Section 32.4. An employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

Section 32.5. The Employer may assign the employee to transitional duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if transitional duty work is available.

Section 32.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 32.7. Employees on Workers' Compensation lost income benefits do not earn sick or vacation leave.

ARTICLE 33
LEAVE OF ABSENCE WITHOUT PAY

Section 33.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 33.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 33.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 33.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 33.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 33.6. An employee who fails to return to work within seventy two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

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Section 33.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 33.8. 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 can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy two (72) hours of receipt of such notice.

Section 33.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

ARTICLE 34
DISABILITY LEAVE

Section 34.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administering its use.

Section 34.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 34.3. 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.

Section 34.4. Disability Leave. An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave, however, in no case will an employee be allowed more than twelve (12) months disability leave in an eighteen (18) month period for the same illness or condition. When an employee is ready to return to work, he shall furnish a statement from a

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physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 34.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 34.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Section 34.7. An employee who has been granted a disability leave shall not accrue vacation leave or sick leave during such a disability leave.

ARTICLE 35
FUNERAL LEAVE

Section 35.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and up to five (5) days additional 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, legal ward, 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.

Section 35.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 35.1 continue to apply.

ARTICLE 36
RETIREMENT

Section 36.1. Upon age and service retirement, employees shall be presented with a badge, agency patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

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Section 36.2. Retired employees (those employees who have separated employment by an age and service retirement) may retain their agency credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 36.3. The Employer shall allow the retired employee to retain one complete set of the agency's uniform with accessories which includes the following if applicable: Retirement badge, collar brass, buttons and backs, and whistle chain.

Section 36.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

ARTICLE 37
LAYOFF AND RECALL

Section 37.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 37.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees 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.

Section 37.3. Employees shall be laid off in inverse order of seniority within each classification affected.

Section 37.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 37.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

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Section 37.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 37.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 37.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid-off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 37.9. The employee recalled from long-term layoff 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 return to work is otherwise specified in the notice.

ARTICLE 38
NO STRIKE/NO LOCKOUT

Section 38.1. 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 39
SAVINGS CLAUSE

Section 39.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, 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 Benevolent Association shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

ARTICLE 40
INTEGRITY OF THE AGREEMENT

Section 40.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Benevolent Association, and all prior agreements, practices and policies, either

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oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 41
WAIVER IN EMERGENCY

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, 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 42
CANINE HANDLER

Section 42.1. The Employer and the Corrections Canine Handler agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Corrections Canine Handler may be required to remain on shift and leave three (3) hours early). The Corrections Canine Handler will be afforded one (1) formal training day every other week to work with the dog or a combination not to exceed two (2) training days per month. This training day will be part of the Corrections Canine Handler's work shift.

Section 42.2. The Corrections Canine Handler shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Corrections Canine Handler's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 42.3. The Corrections Canine Handler has no legal authority off jail grounds (ORC 341.05C) and will not be used to search, supplement or perform the functions of enforcement canines. Their area is strictly limited to the secure perimeter of the jail, jail lobby, area immediately surrounding the jail's secure perimeter, persons in the jail or delivery vehicles with products or goods coming to the jail once delivery begins.

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ARTICLE 43
DURATION

Section 43.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2022.

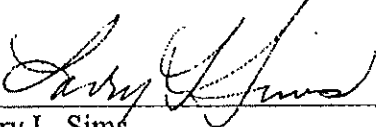
Section 43.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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SIGNATURE PAGE

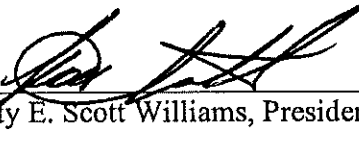
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as
of the 28 day of January, 2020.

FOR THE WARREN COUNTY SHERIFF



Larry L. Sims
Warren County Sheriff

**WARREN COUNTY DEPUTY SHERIFF'S
BENEVOLENT ASSOCIATION**

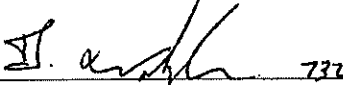


Deputy E. Scott Williams, President

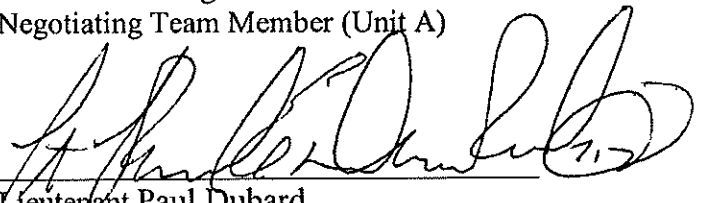
**FOR THE WARREN COUNTY
COMMISSIONERS**




Dave Young
President of the Board




Travis Woleslagle
Negotiating Team Member (Unit A)



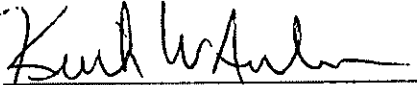
Lieutenant Paul Dubard
Negotiating Team Member (Unit B)



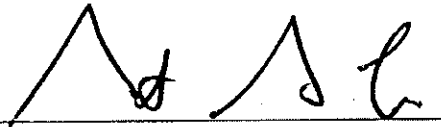
Marc Fishel
Fishel Downey Albrecht Riepenhoff, LLP



Dana Chiamonte
Negotiating Team Member (Unit C)



Keith Anderson
Assistant Prosecuting Attorney



Stephen S. Lazarus
Counsel to the Association

Approved and journalized by the Warren County Board of Commissioners on
1/28/2020 by resolution number 20-0165.

Resolution

Number 20-0166

Adopted Date January 28, 2020

APPROVE THE CONTRACT FOR POLICE PROTECTION WITH THE KINGS AUTOMALL OWNER'S ASSOCIATION, INC., ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve the Contract for Police Protection with the Kings Automall Owner's Association, Inc., on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Automall Owner's Association Inc.,
Sheriff (file)

WARREN COUNTY SHERIFF SPECIAL DETAIL AGREEMENT

This Special Detail Agreement ("Agreement") is made by and between the Warren County Sheriff ("Sheriff") 550 Justice Drive, Lebanon, Ohio 45036 and the Kings Automall Owner's association, Inc. ("Automall"), an Ohio corporation, 4780 Socialville Foster Road, Mason, Ohio 45040.

RECITALS

WHEREAS, the Automall desires to have a deputy sheriff patrol the Automall in a marked police cruiser during the evening and night time hours and,

WHEREAS, the Sheriff is willing to provide that service subject to the below terms and conditions,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

I. TERM

This Agreement shall commence on January 1, 2020 and continue for 3 years, ending on December 31, 2022. Either party may cancel this Agreement without any further obligation to the other by giving 90 days advance notice to the other party pursuant to paragraph V. below.

II. PATROL DAYS AND TIMES

The Sheriff shall assign a deputy to patrol the Automall area each weekday from 10PM to 6AM and each Saturday, Sunday and holiday from 8PM to 6AM. The starting and ending times for each day's patrol may be increased or decreased at the discretion of

the Automall, but in no event will the hours of patrol on any one day be less than 6 hours.

III. COMPENSATION

The Automall shall pay each deputy sheriff assigned to patrol the Automall area a fee of \$36.50 per hour for each hour worked during the calendar year 2020, and \$38.00 per hour for each hour worked during the calendar year of 2021, and \$40.00 per hour for each hour worked during the calendar year of 2022. In addition, the Automall will pay to the political entity designated by the Sheriff a fee of \$6.00 per hour for the use of a marked cruiser during the term of this Agreement.

The Sheriff shall bill the Automall on the 15th and 30th day of each month for the deputy's services for the preceding ½ month. Each billing statement shall identify the deputy to be paid and the amount earned by him or her along with the appropriate fee for the cruiser. The Automall will issue checks for the foregoing within 14 days of receipt of the billing statement.

IV. INSURANCE

The Automall shall purchase and keep in force through an "A" rated insurance company, an insurance policy providing general liability coverage for the Automall in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. In addition, the Automall shall provide Worker's Compensation insurance, through the State of Ohio Worker's Compensation Bureau, for the deputies while performing services for the Automall. The Automall will provide the Sheriff with a certificate of insurance each year upon the renewal of the above policies. The Sheriff will provide full coverage insurance on its cruiser for the Automall patrol.

V. NOTICES

Notices required or permitted under the Agreement shall be sent by certified mail, return receipt requested as follows:

To Sheriff's Office:
Warren County Sheriff's Office
550 Justice Drive
Lebanon, Ohio 45036

With a copy to:

To Automall Owner's Association, Inc.:

Automall Owner's Association
C/O Robert C. Reichert, Esq.
4780 Socialville Foster Road
Mason, Ohio 45040

VI. INDEMNIFICATION

The Automall will indemnify and hold harmless the Sheriff and Warren County (the "Indemnified Parties") from any and all claims, demands, actions or causes of action asserted by third parties against the Indemnified Parties arising from or connected to the actions or omissions of the Automall, its employees, agents, officers, directors or contractors, except claims arising from the wanton, reckless, grossly negligent or illegal actions or omissions of the deputy sheriffs acting outside the scope of their employment while providing security services for the Automall pursuant to this Agreement.

VII. MISCELLANEOUS

A) This instrument contains the entire Agreement between parties and supersedes all prior written or oral agreements. No representations, promises, understandings or agreements, not expressly stated herein shall be of any force or effect.

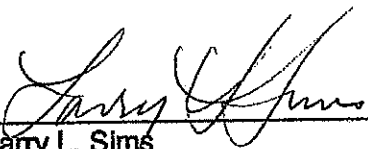
- B) No modification or amendment of this Agreement shall be effective unless made in a separate writing signed by both parties.
- C) Should any portion of this Agreement be declared unenforceable by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
- D) A waiver by either party of a breach of this Agreement, whether by conduct or otherwise, shall not be deemed as a further or continuing waiver of such breach or as a waiver of any other provision of this Agreement. The failure of either party to require the performance of any provision of this Agreement shall not affect such party's right to enforce the provision at a later time.
- E) Neither party shall assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other.
- F) Deputies working for the Automall are bound by all Rules and Regulations, Policies and Procedures, and General Orders utilized by Sheriff's Office personnel acting in their regular capacity as deputy sheriffs.
- G) This Agreement will be interpreted under the laws of the State of Ohio.
- H) This Agreement may be executed in counterparts, each counterpart constituting an original.


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IN WITNESS WHEREOF the parties have signed this Agreement on this 5th
day of DECEMBER, 2019.

Warren County Sheriff

Kings Automall Owner's Association, Inc.


Larry L. Sims

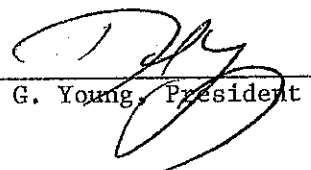

Robert C. Reichert, President

Approved as to Form


Assistant Prosecuting Attorney

Date 12 / 20 / 19

Warren County Commissioners


David G. Young, President

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0167

Adopted Date January 28, 2020

APPROVE ADDENDUM TO AGREEMENT FOR POLICE PROTECTION WITH SOUTH LEBANON, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve Addendum to Agreement for Police Protection with South Lebanon, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—South Lebanon
Sheriff (file)
South Lebanon (file)

**Addendum to Agreement
For Police Protection**

WHEREAS, the parties entered into an agreement for Police Protection (the Agreement) on August 24, 1998; and

WHEREAS, the parties have extended the terms of the Agreement by mutual consent, pursuant to the terms of the Contract; and

WHEREAS, the parties recognize that the police protection needs of the Village of South Lebanon have changed since the original draft of this agreement;

NOW, THEREFORE, the parties agree to amend the agreement for police protection as follows:

1. The Sheriff will provide five (5) full-time Sheriff's Deputies to provide police protection within the Village and
2. The Warren County Commissioners have agreed to pay for one deputy assigned to the Village of South Lebanon Sheriff's Office Post. The Sheriff's Office personnel assigned to the South Lebanon Post will also Patrol the unincorporated Union Township area. Payment for a Deputy in subsequent years of this Agreement shall be negotiated on a year by basis; however in the event that the Warren County Commissioners discontinue paying for one (1) Deputy assigned to the South Lebanon Post, the South Lebanon Post personnel will no longer patrol the unincorporated Union Township area on behalf of Warren County.
3. The Village, in consideration of the provisions of police protection, shall pay the Sheriff, through the Warren County Auditor, for four (4) of the aforementioned five (5) Deputies.
4. The Village of South Lebanon shall pay for all vehicles, equipment, fuel and the maintenance of the South Lebanon Post facility.

All remaining items of the Agreement for Police Protection will remain in full force and effect until January 1, 2021, unless amended by written agreement of the parties.

By


Larry L. Sims
Warren County Sheriff

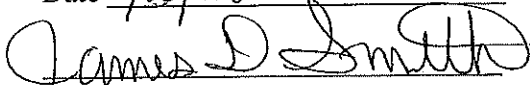
1-10-2020
Date

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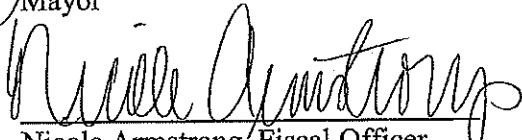
South Lebanon Agreement

By Ordinance Number 2020-1 of the Village of South Lebanon, Ohio

Date 1/2/20



James Smith
Mayor

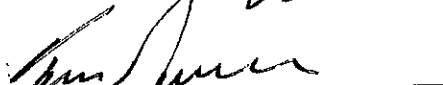
1/2/20
Date


Nicole Armstrong, Fiscal Officer

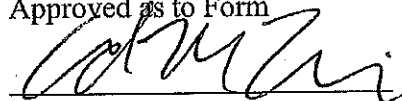
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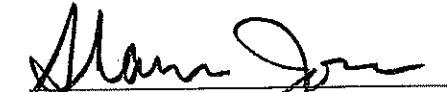
Warren County Commissioners:


Dave Young, President


Tom Grossman, Vice President

Approved as to Form


Adam M. Nice
A.P.A. #0082728


Shannon Jones, Member

ATTACHMENT A

2020 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Village of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2020 and continuing through 12:00 midnight on December 31, 2020.

2020 South Lebanon Enforcement Budget 3% percentage						
Section	#	Name	Position	Date	Insurance	Salary
Sgt.	1	Sergeant Boylan	Sergeant	1/20/1998	F	\$86,424.00
Dep	2	Deputy Pangallo	Deputy	1/9/2007	F	\$74,422.40
	3	Deputy Crooks	Deputy	9/30/2002	F	\$74,422.40
	4	Deputy Stavermann	Deputy	3/10/1997	F	\$75,358.40
		Comp Time Payout				\$1,000.00
						\$311,627.20
		630-2258		Updated: 8/14/2019		
		Salaries(102)				\$311,627.20
		Overtime (114)				\$88,000.00
		PERS (811)	18.10%	\$399,627.20		\$72,332.52
		Benefits (820)				\$60,699.84
		Single / Base	0	\$475.02	\$0.00	
		Family / Base	4	\$1,254.58	\$60,219.84	
		Couple / Base	0	\$627.29	\$0.00	
		Waive	0	\$0.00	\$0.00	
		Life Insurance	4	\$10.00	\$480.00	
		Worker's Comp (830)	2%	\$399,627.20		\$7,992.54
		Medicare (871)	1.45%	\$399,627.20		\$5,794.59
		Total (South Lebanon Enforcement)				\$546,446.70

2020 ADDENDUM FOR PAYROLL

EXPENSES:

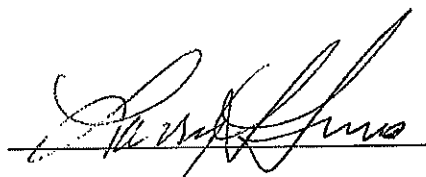
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

COST GRAND TOTAL	\$ 546,446.70
FIRST QUARTER INVOICE	\$ 136,611.68
SECOND QUARTER INVOICE	\$ 136,611.68
THIRD QUARTER INVOICE	\$ 136,611.68
FORTH QUARTER INVOICE	\$ 136,611.68

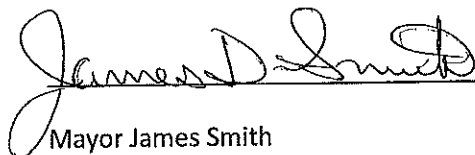
All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this ____ day of

_____,
20__ at _____, Ohio.



Sheriff Larry L. Sims



Mayor James Smith

Resolution

Number 20-0168

Adopted Date January 28, 2020

SET PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY RURAL ZONING COMMISSION

BE IT RESOLVED, to set the public hearing (Case #2019-05) to consider text amendments to the Warren County Rural Zoning Code; proposed amendments attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said public hearing to will be held February 18, 2020, at 9:45 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RZC (file)
RPC
Text Amendment file
Bruce McGary
Township Trustees

Zoning Code Amendments

- **Section 1.204 Board of Zoning Appeals (BZA)**
- **Section 1.205.1 Duties & Responsibilities**
- **Section 1.308.3 Non-Conforming, Legal/Grandfathered Lots of Record**
- **Section 1.308.4 Non-Conforming, Legal/Grandfathered Structure of Record**
- **Section 2.302.3 Conservation Design Option (CDO) (F)(2)**
- **Section 2.401 MINERAL EXTRACTION ZONE (ME)**
- **Section 2.402 SOLID WASTE DISPOSAL ZONE REGULATIONS (SD)**
- **Section 2.403 SOLID WASTE TRANSITION ZONE (ST)**
- **Section 2.404 SALVAGE YARD ZONE (SY)**
- **Section 2.406 PUBLIC INSTITUTIONAL ZONE (PI)**
- **Section 2.408 PUBLIC RECREATION ZONING DISTRICT (PR)**
- **Section 2.509 PUD Development Standards**
- **Section 3.202.7 Winery (Non-Exempt Agriculture)**
- **Section 3.203.5 Secondary Dwelling Units (B) Standards**
- **Section 3.204.2 Construction-Related Activities (4) Deposit**
- **Section 3.612.C Arch Signs**
- **Section 4.103 Definitions**

SEC 1.204 BOARD OF ZONING APPEALS (BZA)

1.204.1 Duties & Responsibilities: The BZA is responsible for the following duties per ORC Chapter 303, or as amended, and the BZA "Rules for Organization and Operation":

- (A) Hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Inspector in the enforcement of ORC Sections 303.01 to 303.25, or as amended, or any resolution adopted pursuant thereto.
- (B) Make a determination in the event the Zoning Inspector is unable to classify a use not listed in the Code per Sec. 1.205.1 (F)
- (C) Approve or deny requests for variance from any dimensional requirement of the Zoning Code.
- (D) Approve or deny issuance of a zoning permit for a conditional use specified in this Code, in accordance with ORC Sections 303.14 or 303.141, as applicable.
- (E) Revoke an authorized variance or conditional use granted for the extraction of minerals, if any approval condition thereof is violated.
- (F) Approve or deny zoning permit requests for completion, restoration, reconstruction, in whole or in part, extension, or substitution of a nonconforming use or structure.
- (G) Determine if the event arises, the certain location of a zoning district boundary that is in question or dispute for purposes of regulation in accordance with this Code.

1.205.1 Duties & Responsibilities: The Zoning Inspector is responsible for the following duties:

- (G) May perform periodic inspections of zoning permit sites to confirm that requirements are being met.

1.308.3 Non-Conforming, Legal/Grandfathered Lots of Record: All lots of record or subdivisions with preliminary plat approval by the RPC prior to the effective date of this Code (which approval has not lapsed by reason of inactivity as provided in the Warren County Subdivision Regulations) shall not be considered non-conforming.

- (A) **Residential Lots:** Setback requirements when applied to non-conforming lots shall not reduce the lot dimensions by greater than twenty percent (20%) of the lot width.

- (B) **Non-Residential Lots:** Lots that do not meet the minimum area, width and/or frontage required by the non-residential zone in which located are non-conforming.
- (C) In any zoning district, an allowable structure may be permitted on a single lot of record provided that the lot has sufficient frontage on a public street to provide access that is appropriate for the proposed use. ~~Lots with existing residential structures,~~ Existing residential structures on nonconforming lots, prior to the effective date of this code, are exempt from this provision and may be replaced or expanded.
- (D) Where a property owner has several abutting lots that do not conform to the dimensional requirements, they shall be combined to create fully conforming lots or, if full conformity is not possible, they shall be combined to the extent that the recombination increases the degree of conformity. Recombination of lots is not required, if:
 - (1) Two or more of the lots are developed with principal buildings, and the recombination of lots would create non-conforming structures;
 - (2) The combination of lots would materially disrupt the character of the area; or,
 - (3) For lots that may individually support sanitary service.
- (E) Any nonconforming site may be enlarged or altered. However, no such enlargement or alteration shall either create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such site, unless otherwise specified in this code.

1.308.4 Non-Conforming, Legal/Grandfathered Structure of Record: A building or other structure of record, which predated the adoption or amendment of this Zoning Resolution and is not permitted, by reason of restrictions on type, area, bulk, height, setbacks or other similar requirements. These structures may remain provided they remain lawful in accordance with the following:

- (A) ~~Shall not be enlarged or altered in any way which increases non-conformity, but may be altered to decrease non-conformity;~~ Any nonconforming structure may be enlarged, maintained, repaired, or altered provided, however, no such enlargement, maintenance, repair or alteration shall not create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such structure or site, unless otherwise specified in this code.
- (B) Shall not be moved, in whole or in part, unless for purpose of coming into complete compliance with the zoning requirements;
- (C) If the structure becomes damaged or destroyed beyond fifty percent (50%) of the

replacement cost, reconstruction shall comply with the current zoning requirements.

- (D) Completion of construction and subsequent routine maintenance and repair is permitted.
- (E) The principal use of a nonconforming building may be changed to any principal permitted use in the applicable zoning district as long as the new use complies with all regulations of this code specified for such use, except the regulations to which the building did not conform prior to the change in use.

SEC 2.302.3 Conservation Design Option (CDO):

(F) Open Space on platted Lots:

- (2) All eligible lots shall conserve the resource area in question, restricting the use of that land to passive open space uses and prohibiting fencing and the clearing, cutting, or disturbing of vegetation with the exception of invasive, dead, or diseased vegetation.

SEC 2.401 MINERAL EXTRACTION ZONE (ME):

2.401.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses are permitted in the ME Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Surface mining for extraction of sand, gravel, rock, stone, or other solid mineral resource other than coal, as defined in ORC Section 1514.01.
- (B) Processing, inclusive of crushing, cutting, washing and sorting, of minerals extracted on the same site as permitted per (A) of this Section.
- (C) Manufacturing and sale of finished aggregate products made from the minerals extracted and processed on the same site as permitted per (A) of this Section, including production of asphalt or Portland cement-based concrete sold and trucked off-site in uncured form for building and paving purposes.

SEC 2.402 SOLID WASTE DISPOSAL ZONE REGULATIONS (SD):

2.402.3 Permitted Uses(Permitted by Site Plan Review with BOCC): The following are uses, defined in this Code the same as or consistent with, applicable sections

in the ORC and OAC, which are permitted in the SD Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Solid Waste Disposal Facility.
- (B) Construction and Demolition Debris Disposal Facility.
- (C) Central Processing Facility for solid waste transfer, material resource recovery and/or recycling.

SEC 2.403 SOLID WASTE TRANSITION ZONE (ST):

2.403.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following are uses, defined in this Code the same as, or consistent with, applicable sections in the ORC and OAC, which are permitted in the ST Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter. Any other use not listed below shall not be permitted.

- (A) Construction and Demolition Debris Disposal Facility Central Processing Facility for solid waste transfer, material resource recovery, and/or recycling.
- (B) Class I, Class II, Class III, and Class IV Composting Facilities.
- (C) Agriculture support and services directly related to agriculture uses, including, but not limited to agricultural processing, agricultural education, direct market business for sale of products produced on-site, farm based tourism, and pick-your-own (PYO) farms and operations.
- (D) Nursery, Landscape Production.
- (E) Wildlife Area.
- (F) Veterinary Animal Hospital and Clinics.
- (G) Kennels (non-exempt).
- (H) Stables, Equestrian Facilities, Pet Farms, and Aviaries.
- (I) Agricultural Research Facilities.
- (J) Farm Machinery Sales, Rental, Service, and Repair.
- (K) Day Camp, Boarding Camp, Campground, Conference Training Center, Rural Resort and Retreat.

- (L) Commercial recreation area and facilities including but not limited to golf courses, driving ranges, boat docks, fishing lakes, sale of bait, rental or leasing of recreational equipment.
- (M) Office/Warehouse (with a minimum of sixty percent (60%) of the gross floor area devoted to office use, no walk-in retail services, and no outdoor storage), Warehouse, Office, and Self-Storage Buildings.
- (N) Rural Outdoor Recreational Establishment and Outdoor Amphitheater.
- (O) Methane recovery facility associated with soil removal for capping of a closed sanitary landfill.

SEC 2.404 SALVAGE YARD ZONE (SY)

2.404.3 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses, defined in this Code the same as or consistent with applicable sections in the ORC, are permitted in the SY Zone subject to site plan approval per Section 1.303 and meeting the applicable requirements specified by this Chapter.

- (A) Motor Vehicle Salvage Yard Business Facility
- (B) Junk Yard Business Facility
- (C) Scrap Metal Salvage Business Facility
- (D) Storage, dismantling, processing, and sale of materials common to the above noted use facilities, including, but not limited to, discarded appliances, machinery, metals from building construction and demolition, marine vehicles, aircraft, and non-motorized conveyances and apparatuses.

SEC 2.406 PUBLIC INSTITUTIONAL ZONE (PI):

2.406.2 Allowable Uses: Specific types of permitted uses are those which provide a public service or fill a public need.

- (A) **Permitted Uses (Permitted by Site Plan Review with BOCC):**
 - (1) Government buildings or offices such as fire stations, schools and colleges, hospitals, community meeting or recreation halls;
 - (2) Libraries, museums, or similar cultural facilities;
 - (3) Churches;

- (4) Public Utilities, such as electrical, sewer, water, natural gas, stormwater, telecom facilities, and other similar uses;
- (5) Residential uses as an incidental use to the permitted use, such as caretaker's quarters, or as an accessory use to institutional facilities such as housing for students, staff, or faculty of colleges, and hospitals; and
- (6) Similar use as determined by the Zoning Inspector. The criteria for such finding of similarity shall include, but not be limited to, the following: the proposed use is appropriate in this area; the development standards for permitted uses can be met by the proposed use; and the public need is served by the proposed use.

SEC 2.408 PUBLIC RECREATION ZONING DISTRICT (PR):

2.408.2 Permitted Uses (Permitted by Site Plan Review with BOCC): The following uses are permitted within the PR zoning district:

(A) Recreational Uses, Low Impact:

- (1) Bicycle, Walking, and Horse Trails
- (2) Gardens and Arboreta
- (3) Golf Courses
- (4) Marinas
- (5) Public Wildlife Management and Conservation Areas
- (6) Other low impact uses similar to the above listed.
- (7) Uses consistent with a master plan for a particular park

(B) Associated Uses

- (1) Administrative Office
- (2) Campsites or Campground
- (3) Caretaker Residence
- (4) Civic, Community and Cultural Services

SEC 2.509 PUD OVERLAY DEVELOPMENT STANDARDS: The density, total floor area, and land coverage by buildings, within a PUD Overlay, shall not exceed the maximums allowed in the underlying zoning district by an amount greater than twenty percent (20%) except in accordance with Section 2.509.5(B). PUD

SEC 3.202.7 Winery (Non-Exempt Agriculture): Wineries within the RU and RIA zoning districts shall demonstrate that:

- (A) Location: The use is located along, and has direct access to, an arterial roadway.
- (B) Use: Uses such as, but not limited to, administrative offices, laboratories, employee day care, tours and tasting, retail/wholesale wine sales, ancillary retail sales, public display of art- or wine-related items, picnic areas, recreation areas, and food preparation are clearly related to, and incidental to, the production of wine.
- (C) Production Limits: Annual production shall not exceed 100,000 gallons in bulk and bottles combined.

SEC 3.203.5 Secondary Dwelling Units:

- (B) **Standards:** A secondary dwelling unit shall only be allowed in accordance with the following provisions:
 - (1) The secondary dwelling unit is located entirely within the principal structure, or is a ~~standalone~~ detached accessory structure subject to the following provisions. ~~of Section 3.102.2 (Residential Accessory Buildings) except or that such structure shall be subject to the same district setback requirements as the principal structure.~~ Detached Secondary Dwelling Units shall meet the district setbacks standards for a primary structure. Detached Accessory Dwelling Units shall be located in the rear or side yard of the primary dwelling unless located greater than 150ft from the road right of way. Detached Accessory Dwelling Units located greater than 150ft from the road right of way are permitted within the front yard of the primary dwelling unit.
 - (2) When a secondary dwelling unit is within the principal structure, access points (i.e. all door entrances including garage doors) serving the secondary dwelling unit shall not be located on the front façade of the structure. An exception is made for garage doors which are attached to the principal structure and located adjacent to another garage door serving the primary dwelling unit.
 - (3) When a secondary dwelling unit is a standalone structure or an addition to the principal structure, it must be architecturally similar (excluding exterior building materials) to the principal structure.

- (4) The secondary dwelling unit shares the same address and utility bill as the primary dwelling unit.
- (5) Off-street parking is sufficient to accommodate all occupants of both the primary dwelling unit and secondary dwelling unit.
- (6) The secondary dwelling unit's maximum living space shall be fifty (50) percent of the total living space of the primary dwelling unit, but at no time shall exceed fifteen hundred (1,500) square feet of living space.

SEC 3.204.2 Construction-Related Activities:

- (B) **Residential Construction:** Temporary housing, including but not limited to, a manufactured home or RV may be permitted in all residential districts in accordance with the following requirements:
 - (1) **Timing of Approval:** The temporary housing unit may not be placed on the property prior to the issuance of a building permit for the permanent residence, the approval of the foundation, the approval of a curb cut, and health department permit.
 - (2) **Renovation and Remodeling:** The temporary housing unit may be occupied on site during renovation or remodeling of the principle structure. Upon completion of the renovation or remodeling, if the temporary housing unit is an RV, the RV may remain on the Site but it shall comply with the storage requirements of Section 3.102.3 within 30 days of the date of the last final inspection. In no case shall the primary residential structure and the temporary housing unit be occupied at the same time. A manufactured home may not be stored on the site upon completion of the renovation or remodeling.
 - (3) **Occupancy Limitations:** The temporary housing unit may be occupied for a period of six (6) months and an additional six (6) month period may be approved by the Warren County Zoning Department if construction progress has occurred. In no case shall the unit be occupied for more than one (1) calendar year.
 - ~~(4) **Deposit:** A refundable deposit in accordance with the provisions of Section 1.310 (Fees) shall be made with the Zoning Inspector. If necessary, the deposit may be used by the County to defray the cost of removing the unit.~~

SEC 3.612 SIGNS PERMITTED IN ALL DISTRICTS:

(A) **Gateway Signs:** Architectural features with letters, characters, or graphics may be erected at each entry point, subject to the following:

- (1) One (1) sign is permitted on each side of the entrance.
- (2) Gateway signs shall maintain clear zones for pedestrians and motorists and comply with the following:
 - (a) Maintain a setback often (10) feet from public street right-of-way line(s) as determined on the Warren County Thoroughfare Plan;
 - (b) Ten (10) feet from the edge of driveway; and,
 - (c) Five (5) feet from any sidewalk or paved path.
- (3) A maximum height of ten (10) feet from average grade.
- (4) A maximum sign face of twenty-four (24) square feet in residential zones, all other zones subject to Table 3.613-2 Ground Sign Requirements.
- (5) Proof of an established mechanism to ensure the ongoing maintenance of the entire entrance structure and associated landscaping shall be submitted to the Zoning Inspector as part of the sign permit application.

(B) **Changeable Copy Sign:** The use of changeable copy signs shall be permitted subject to the following:

- (1) One changeable copy sign shall be permitted per property.
- (2) Changeable copy signs shall be considered ground signs when determining the number of permitted signs allowed in accordance with the requirements of Table 3.613-1(Sign Quantities). Any portion of the permitted sign may be used as changeable copy.
- (3) The total area of a changeable copy sign shall not exceed twenty (20) square feet.
- (4) Changing of the copy does not require a permit.



Figure 3.612-1: A sign for an institutional use on a brick base with foundation plantings.

(C) **Arch Signs:** An arch sign with logos or name plate shall be subject to the following

standards:

- (1) Maximum height for signage, including any structural elements: 25 ft. A height in excess of 25 ft. may be approved subject to site plan review.
- (2) Minimum clearance: 14 ft., 4 in.
- ~~(3) Maximum width: The maximum width of the signage and any structural elements shall equal the width of the paved driveway or roadway that passes under the sign, plus 5 ft (2.5 ft. on both sides).~~
- (3) A sign shall be set back a minimum of 2.5 ft. from the driveway pavement or lot line. (2.5 ft. on both sides)
- (4) Maximum area of sign face: 2 ft. multiplied by the width of the span of the arch.
- (5) Maximum number of sign faces: 2
- (6) Maximum number of poles (structural supports): 2; one on either side of the driveway/roadway.
- (7) Minimum setback from right-of-way: 10ft.
- (8) Permitted materials: see Sec. 3.606 (A)
- (9) Prohibited materials: See Sec. 3.606 (1)

SEC 4.103 DEFINITIONS:

Nuisance: A condition, activity, or situation (such as a ~~loud noise~~, foul odor, or intrusive lighting) that interferes with the use or enjoyment of property, especially, a non-transitory condition or persistent activity that either injures the physical condition of adjacent land or interferes with its use or with the enjoyment of easements on the land or of public highways.

Resolution

Number 20-0169

Adopted Date January 28, 2020

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- Westinghouse TV WC#23618 located at DTF, no longer works

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
B. Quillen - Auditor

Resolution

Number 20-0170

Adopted Date January 28, 2020

APPROVE AMENDMENT TO THE CONTRACT FOR ADULT AND JUVENILE INMATE HEALTH CARE SERVICES WITH CORRECTIONAL HEALTHCARE COMPANIES, LLC

BE IT RESOLVED, to approve and authorize the Board to sign Amendment to the contract for Adult and Juvenile Inmate Health Care Services with Correctional Healthcare Companies, LLC for health care services to the Warren County Jail and the Warren County Juvenile Justice Facility, as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a –Correctional Healthcare Companies, Inc.
Sheriff (file)
Juvenile (file)

**EIGHTH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE
INMATE HEALTH CARE SERVICES AT WARREN COUNTY, OHIO
(Effective January 1, 2020)**

This Eighth Amendment, effective January 1, 2020 (this "Amendment"), to the Agreement for Adult and Juvenile Inmate Health Care Services, which commenced on September 9, 2013, as amended (the "Agreement"), is by and between Correctional Healthcare Companies, LLC ("CHC") and the Warren County, Ohio (the "County").

WHEREAS, the Agreement automatically renews on January 1st of each year pursuant to Section 9.0 and the Third Amendment; and

WHEREAS, the Parties agree to increase the base compensation pursuant to Section 9.0.1 for services to the Adult and Juvenile facilities as specified below; and

WHEREAS, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SUBSECTIONS 8.0.1 AND 8.0.2 OF THE AGREEMENT.** The Agreement shall be amended by deleting Subsections 8.0.1 and 8.0.2 in their entirety and replacing them with the following language in lieu thereof:
 - 8.0.1 **ADULT FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is Seven Hundred Eighty-One Thousand One Hundred Ninety-Seven Dollars and Seventy-Two Cents (\$781,197.72), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Sixty-Five Thousand Ninety-Nine Dollars and Eighty-One Cents (\$65,099.81), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month of service. In addition to the above, to be paid separately through a grant funding 0.05 FTE, not to exceed Two Hundred Thirty-Six Dollars and No Cents (\$236.00) per hour, of Psychiatrist services is Twenty Four Thousand Five Hundred Forty-Four Dollars and No Cents (\$24,544.00) annually to be paid in quarterly installments of Six Thousand One Hundred Thirty-Six Dollars and No Cents (\$6,136.00) pro-rated for any partial months.
 - 8.0.2 **JUVENILE FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is One Hundred Sixty-Two Thousand Nine Hundred Sixty-Three Dollars and No Cents (\$162,963.00), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Thirteen Thousand Five Hundred Eighty Dollars and Twenty-Five Cents (\$13,580.25), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month

of service.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names by their official acts by their respective representatives, each of whom is duly authorized to execute the same in his sole capacity without further authorization or approval.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Warren, Ohio

Correctional Healthcare Companies, LLC

By: [Signature]
Print: David b Young
President, Board of Commissioners

By: [Signature]
Print: DAVID PERRY
Title: Secretary, / ENP Chief Legal Officer

By: [Signature]
Print: Tom Grossmann
Board of Commissioners

By: [Signature]
Print: Shannon Jones
Board of Commissioners

APPROVED AS TO FORM:

By: [Signature]
Print: Adam M. Nice
Warren County Prosecutor

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Warren County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Warren County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Correctional Healthcare Companies, LLC has no outstanding findings for recovery issued against it by the State of Ohio.

By: [Signature]
Print: Matt Nolan
Warren County Auditor

AFFIDAVIT OF NON COLLUSION

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, DAVID PERRY, holding the title and position of SECRETARY at the firm CORRECTIONAL HEALTHCARE COMPANIES, LLC affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

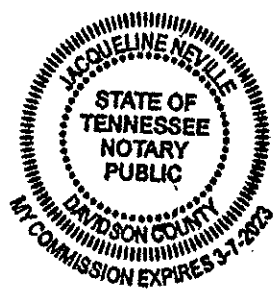
David Perry
AFFIRANT

Subscribed and sworn to before me this 20th day of DECEMBER 20 19.

Jacqueline Neville
(Notary Public),

DAVIDSON County.

My commission expires MARCH 7, 20 23



Resolution

Number 20-0171

Adopted Date January 28, 2020

APPROVE CHANGE ORDER NO. 5 TO THE CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE CONSTRUCTION OF THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT

WHEREAS, this Board on February 26, 2019 entered into a Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project, through Resolution 19-0257; and

WHEREAS, through the course of construction it was determined that additional torpedo sand is required for Filters 4-7 to adequately cover the filter nozzles; and

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

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 5 to the Contract with Layne Christensen Company increasing Purchase Order No. 19000245 by \$5,440.00 and creating a new Contract and Purchase Order price in the amount of \$705,724.68.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.5 of the Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
C/A—Layne Christensen Company
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: January 13, 2020

Change Order Number: 5

Project Name: RAR Water Treatment Plant Filter Rehabilitation Project

Item	Description	Units	Quantity	Unit Cost	ADDITIONS	DELETIONS
4	Procurement and Installation of Additional Torpedo Sand for Filters #4-7	Cu. Ft.	320	\$17.00	\$5,440.00	
Sums of the ADDITIONS & DELETIONS					\$5,440.00	
TOTALS FOR THIS CHANGE ORDER					\$5,440.00	

Purpose of the Change Order: Additional costs associated with adding additional torpedo sand in filters 4-7. During construction it was discovered that the access hatches in Filters #4-7 raises the top of some of the filter nozzles up about 2.5-inches. This causes the nozzles at the access hatches to not be covered by the 3-inches of torpedo sand that was called out in the original project documents. An additional 2.5-inch of torpedo sand is required in all of the filter cells, totaling 320 cubic feet of sand. The procurement and installation of the torpedo sand is based on the price on the original bid form.

Attachments:

Change Order Request from Layne Christensen Company – Additional Torpedo Sand

Original contract price \$669,500 .

Current contract price adjusted by previous change orders \$700,284.68 .

The Contract price due to this change order will be increased/decreased.

The New contract price including this change order will be \$705,724.68.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Donnie Williams
Contractor's Signature

1-15-2020
Date

Recommended By:

Chris Beach
Warren Sanitary Engineer

1-17-2020
Date

[Signature]
Warren County Commissioner

1/28/2020
Date

[Signature]
Warren County Commissioner

1/28/2020
Date

[Signature]
Warren County Commissioner

1/28/2020
Date



Layne
1301 E. Main Street
Louisville, KY 40208

T 502-585-1241
graniteconstruction.com

January 13, 2020

Warren County Water & Sewer Department
P.O. Box 530
406 Justice Drive
Lebanon, Ohio 45036

Attention: Kathryn Gilbert

Subject: Additional Torpedo Sand

Dear Ms. Gilbert:

Following is a description of additional torpedo sand needed:

Labor, material and equipment to add additional torpedo sand in filters 4 – 7. Provide an additional 320 cubic feet of Torpedo Sand 0.8-1.20 mm per specification of effective size and UC. Freight, handling included of additional 2.5" of Torpedo sand in each filter cell.

Torpedo sand will be billed as stated on the original bid form per CF.

The labor and equipment will be ~~..... \$1,150.00~~

Not Approved - VRG 1/14/2020

This pricing includes using the prevailing wage rates as per the original project.

If you have any questions, please contact me at your convenience.

Respectfully,
Layne Christensen Company

Donnie Williams

Donnie Williams
Sr. Project Manager

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

Resolution

Number 20-0172

Adopted Date January 28, 2020

ENTER INTO MEMORANDUM OF AGREEMENT FOR SERVICES WITH OHIO
SECRETARY OF STATE ON BEHALF OF WARREN COUNTY BOARD OF ELECTIONS

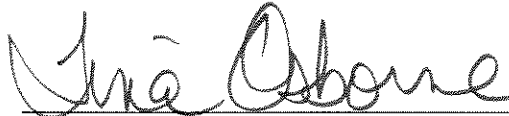
BE IT RESOLVED, to approve and authorize the President of the Board to enter into memorandum of Agreement with Ohio Secretary of State on behalf of Warren County Board of Elections relative to cyber security; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Ohio Secretary of State
Bd. Of Elections (file)

**MEMORANDUM OF AGREEMENT FOR
SERVICES**

This MEMORANDUM OF AGREEMENT (“MOA”) by and between the Ohio Secretary of State (“SOS”), located at 22 North Fourth Street, 16th Floor, Columbus, OH 43215, and Warren County Board of County Commissioners on behalf of the Warren County Board of Elections, (“County”) with its principal place of business at: 520 Justice Drive, Lebanon, Ohio 45036 is hereby entered into as defined herein below. (SOS and County each a “Party” and collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, On June 11, 2019, SOS issued the Security Directive, Directive 2019-08, to further recognize the Parties’ duty to protect the security and integrity of Ohio’s elections and that the threat to our elections infrastructure continues to demand Parties’ attention and diligence, and

WHEREAS, Directive 2019-08 sets forth the security requirements that all boards of elections must implement by January 31, 2020, and

WHEREAS, Directive 2019-08 requires each county to have network monitoring, dissemination of cyber threat warnings, and vulnerability identification and mitigation recommendations, and

WHEREAS, Directive 2019-08 established that SOS will provide a Security Information and Event Management (“SIEM”) system for the purpose of log aggregation and storage, and

WHEREAS, Sophisticated Systems, Inc. (“SSI”) in partnership with RoundTower Technologies, LLC (“RoundTower”), delivers fee based professional managed services including Security Information and Event Management (as defined herein), and

WHEREAS, SOS has contracted for Sophisticated Systems/RoundTower to deploy Security Information and Event Management systems at County for the purpose of log aggregation and storage, at SOS expense, subject to the terms and conditions set forth in a written agreement executed on October 23, 2019 between SOS and SSI/RoundTower (“Agreement”), through December 31, 2020, and

WHEREAS, SSI/RoundTower agreed to incorporate notifications to the Secretary of State as part of its escalation procedures with each individual County, and

WHEREAS, in consideration of SOS paying SSI/RoundTower to provide these services at each county, the County agrees to the meet the requirements described in this MOA, and

WHEREAS, SOS and County wish to enter into this MOA to further set forth the duties and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

- A. Services. Providing Security Event Monitoring and Alerting for the Board of Election's Network, Firewall, PC, Servers, Voter Registration Servers and wireless devices.

II. County Responsibilities

The County hereby agrees that it will undertake the following:

- A. County shall coordinate with Secretary of State to provide access to County premises for SSI/RoundTower for hardware installation. County shall provide facilities, staff, and technology to the extent necessary to install necessary hardware and software and to maintain the services.
- B. County shall provide, at County's expense, logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support network communications with SOS and SSI/RoundTower.
- C. County shall provide the following to the SOS and SSI/RoundTower prior to the commencement of Services and at any time while receiving Services if the previously provided information changes:
 - 1. Current network diagrams to facilitate analysis of security events on the portion(s) of County's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
 - 2. Other reasonable assistance to SOS and SSI/RoundTower, including, but not limited to, providing all technical information related to the Service that is reasonably requested by SOS or SSI/RoundTower, to enable SSI/RoundTower to perform the Security Event Monitoring services for the benefit of County and SOS;
 - 3. Provide to SOS and SSI/RoundTower all technical information required by SOS or SSI/RoundTower to facilitate log ingestion and security event monitoring services, including but not limited to: subnet lists and classifications, specifications of firewalls, network switches and servers, endpoint protection and/or antivirus system information, voter registration servers, wireless controller information, and Microsoft Office 365 information.
 - 4. Provide escalation contact information including the name, e-mail address, and 24/7 contact information for all designated Points of Contact ("POC") including POC designated by SOS such that SOS and County receive contemporaneous notifications of all incidents and events captured by SSI/RoundTower.
 - 5. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.
- D. Within at least thirty (30) days of this agreement being signed, the County must file a copy of the County incident response plan for alerts generated by SSI/RoundTower with the SOS. This document shall be marked TLP:AMBER as it is a security record.

This incident response plan must include:

1. Steps to be performed when an alert is received.
2. Specify who will receive those alerts.
3. After-hours contacts and a procedure for alerts received after normal working hours.
 - a. The County must have a procedure to deal with after-hours alerts in a reasonable time frame. Responding to the alerts cannot wait until the next business day.

E. During the period that County is receiving Services, County shall provide the following:

1. Written notification to SOS (SIEM@ohiosos.gov) at least thirty (30) days in advance of changes in hardware or network configuration affecting SSI/RoundTower's ability to provide Services;
2. Written notification to SOS (SIEM@ohiosos.gov) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect SSI/RoundTower's ability to provide Services;
3. Revised escalation contact information when there is a change in status for any POC for the County or SOS. Any escalation contact information, including any revised escalation contact information, shall contain a POC for SOS.
4. Sole responsibility for maintaining current maintenance and technical support contracts with County's hardware suppliers for any device affected by Services.
5. County shall provide active involvement with SOS and SSI/RoundTower to resolve any tickets requiring County input or action; and
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.
7. After approval by SOS, provide SSI/RoundTower access to SSI/RoundTower owned devices either for maintenance or for final collection within 30 days upon services termination for collection.

Nothing in this section shall subvert the security events reporting requirements pursuant to Directive 2019-07.

III. Secretary of State Responsibilities and Hardware Restrictions

- A. Payment for Services. As consideration for the Services provided to County, SOS has agreed to pay to SSI/RoundTower the costs for such Services as set forth in the Agreement. The Parties acknowledge that SOS will be solely responsible for payment of the costs of all Services provided to County under the Agreement for services through December 31, 2020 or until such time MOA or Agreement is terminated prior to December 31, 2020.
- B. Provision of Hardware. SSI/RoundTower shall provide hardware to the County for the sole and exclusive use of SIEM services. SSI/RoundTower shall maintain ownership of provided hardware. County must not transfer, sell, assign, encumber, or otherwise dispose of the hardware.
- C. Maintenance of Hardware. SSI/RoundTower shall be responsible for any maintenance

expenses relating to hardware.

- D. No Warranty. Hardware is provided without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.
- E. Care for Hardware. County must exercise reasonable care in using the hardware. When the hardware is returned, County must return the hardware in the same condition as it was received. Steps that the County must take to keep care of the hardware include keeping the hardware safe from potential harm, plugging the equipment into surge protectors, physical security, power, cooling and network required for the services, etc. County is solely responsible for damage to, destruction of, or unauthorized disposal of the hardware, including full replacement costs provided by SSI/RoundTower for equipment and travel for device replacement.

IV. Term of this MOA; Termination

- A. Term. This MOA will commence on the date it is signed by the Parties (the “Effective Date”), and shall continue in full force and effect for as long as the Services are made available to County under the Agreement (the “Term”), unless otherwise earlier terminated pursuant to the terms of this Section IV. If the Agreement between SOS and SSI/RoundTower is terminated by SSI/RoundTower for any reason, this MOA shall terminate as of the date of such termination of that Agreement. Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term.
- B. Termination. SOS may terminate this MOA during the Term by providing written notice to the County.

V. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

VI. No Third-Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against SOS or County.

VII. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VIII. Information Sharing

The Parties acknowledge that, as a condition precedent to the execution of this MOA, SSI/RoundTower shall share all incident notification reports involving County with SOS. This

requirement shall remain in effect during the term of this MOA.

IX. Notices

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

Secretary of State

Name: Spencer Wood
Title: Chief Information Officer
Address: 22 North Fourth Street, Columbus, OH 43215
Phone: 614.728.8971
E-Mail: swood@ohiosos.gov

Warren County

Name: Brian Sleeth
Title: Director of Elections
Address: 520 Justice Drive, Lebanon, Ohio 45036
Phone: 513.695.2682
E-Mail: Brian.Sleeth@co.warren.oh.us

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

X. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XI. Entire Agreement; Amendments

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This MOA may only be amended as agreed to in writing by all Parties.

XII. Partial Invalidity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIII. Limitation on Liability

- A. SOS is not liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the County has been advised, knew, or should have known of the possibility of damages.
- B. County further agrees that County shall be liable for all damages due to the fault or negligence of County.

XIV. Controlling Law


This MOA and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. County consents to the exclusive jurisdiction and venue of courts located in Franklin County, Ohio for the adjudication of all disputes arising hereunder and waives any objection that is based upon the doctrine of *forum non conveniens*.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

SECRETARY OF STATE

COUNTY

By: _____

By: 

Name: _____

Name: David B Young

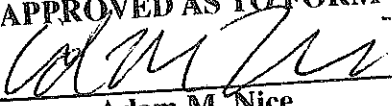
Title: _____

Title: President

Date: _____

Date: 1/28/2020

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0173

Adopted Date January 28, 2020

APPROVE EXTENSION TO AGREEMENT FOR ADMINISTRATIVE FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO RELATIVE TO WARREN COUNTY ELDERLY SERVICES

BE IT RESOLVED, to approve the Agreement for Administrative Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Council on Aging of Southwestern, Ohio
Council on Aging of SW Ohio
Elderly Services file

Fifth Service Agreement Extension

WHEREAS, Resolution Number 15-1379 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2015 and ending 31 December 2015 to provide administrative services for the senior citizens (elderly) residents of Warren County, and

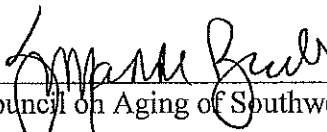
WHEREAS, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

NOW THEREFORE BE IT RESOLVED, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for the administrative services is extended for the third one year term beginning 1 January 2020, and ending 31 December 2020, at a cost of \$472,950.00 per year.



President
Board of Warren County Commissioners

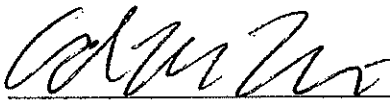
11/28/2020
Date



Council on Aging of Southwestern Ohio

11/16/2020
Date

Approved as to Form:



Adam Nice
Assistant Prosecutor

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

Resolution

Number 20-0174

Adopted Date January 28, 2020

APPROVE EXTENSION TO AGREEMENT FOR INTAKE, ASSESSMENT AND CASE MANAGEMENT FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO ON BEHALF OF WARREN COUNTY ELDERLY SERVICES

BE IT RESOLVED, to approve extension to the agreement for Intake, Assessment and Case Management Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Council on Aging of Southwestern, Ohio
Council on Aging of SW Ohio
Elderly Services file

Fifth Service Agreement Extension

WHEREAS, Resolution Number 15-1378 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2015 and ending 31 December 2015 to provide intake, assessment and case management for the senior citizens (elderly) residents of Warren County, and

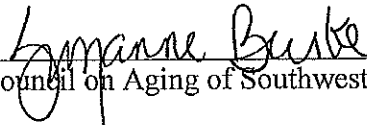
WHEREAS, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

NOW THEREFORE BE IT RESOLVED, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for intake, assessment and case management is extended for the third one year term beginning 1 January 2020, and ending 31 December 2020, at a cost of \$1,612,322.00 per year (\$91,311.00 – intake and information, \$1,521,011.00 – case management).



President
Board of Warren County Commissioners


1/28/2020
Date



Council on Aging of Southwestern Ohio

1/15/2020
Date

Approved as to Form:



Adam Nice
Assistant Prosecutor

Resolution

Number 20-0175

Adopted Date January 28, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A CONVERSION LETTER RELATIVE TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1, PROGRAM INCOME BEING CONVERTED TO CDBG FUNDS UNDER THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the first Neighborhood Stabilization Program was funded through the State of Ohio, Ohio Development Services Agency, Office of Community Development; and

WHEREAS, in 2013, Warren County received Program Income through the Neighborhood Stabilization Program 1; and

WHEREAS, the Office of Community Development is now needing to complete their paperwork on the program which, in turn, will convert the NSP Program Income to CDBG Program Income and transfer the oversight of said funds to HUD; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the conversion letter to convert the NSP PI to CDBG PI and report to HUD through their process.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: Ohio Development Services Agency
Office of Community Development
OGA (file)



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

*Telephone (513) 695-1250
Facsimile (513) 695-2054*

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

1/28/2020

Shana Garrett, Assistant Deputy Chief
Ohio Development Services Agency
Office of Community Development
77 S. High Street
Columbus, OH 43215

Subject: Neighborhood Stabilization Program 1 Program Income Conversion

Grantee Name: Warren County

Please accept this letter confirming the balance of Neighborhood Stabilization Program (NSP) 1 Program Income (PI) and the activities associated with generating these funds. Please see below for items requested for the NSP PI to be converted to Community Development Block Grant (CDBG) PI.

A. Confirm the balance of NSP PI and the activities that generated the funds.

NSP PI Balance on Hand: \$ 187,576.00

NSP Activities Generating NSP PI (check all that apply):

- Rehabilitation/Reconstruction
- Clearance/Demolition
- New Housing Construction
- Land Banking/Acquisition
- Other: First Time Home Buyer Assistance

B. Provide local government's bank statement confirming NSP PI account balance.

Bank Statement Account Balance for NSP PI: \$ \$187,576.00

Exhibit 1 is attached confirming the balance of NSP PI matches the amount entered above and the amount entered in Section A.

The NSP Program Income funds are not in a separate bank account so there is not a bank statement, but they are tracked separately through the County Munis accounting system.

C. Provide documentation reconciling the NSP PI balance with grantee's internal financial records, i.e., Excel spreadsheet, account activity software printout.

Internal Financial Record Account Balance for NSP PI: \$ \$187,576.00

Exhibit 2 is attached confirming the balance of NSP PI matches the amount entered above, and the amounts entered in Sections A and B.

See Attached

D. Provide information demonstrating grantee's compliance with the U.S. Department of Urban Development's Consolidated Plan requirements.

Select one of the following options and attach the appropriate document.

The NSP PI amount does not trigger an amendment to our Consolidated Annual Action Plan. Therefore, attached is Exhibit 3, the section of our Consolidated Annual Action Plan, that includes the NSP PI to be transferred to CDBG PI and how it will be spent.

The NSP PI amount does trigger an amendment to our Consolidated Annual Action Plan. Therefore, attached is Exhibit 3 in the form of a draft or formal amendment to the Consolidated Annual Action Plan.

The NSP Program Income will be accounted for in the upcoming FY 2020 CDBG Action Plan, due in May, 2020, so there will not be a need to amend the existing Consolidated Plan.

Questions and additional information requests can be directed to Vicki Perry or Susanne Mason at 513-695-1259 or e-mail at vicki.perry@co.warren.oh.us

Sincerely,



David G. Young
President, Warren County
Board of Commissioners

Enclosures

Resolution

Number 20-0176

Adopted Date January 28, 2020

APPROVE AND AUTHORIZE WARREN COUNTY EMERGENCY SERVICES DIRECTOR TO SIGN AND SUBMIT THE OHIO CHEMICAL EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW GRANT APPLICATION TO THE OHIO STATE EMERGENCY RESPONSE COMMISSION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Warren County Emergency Services desires to apply to Ohio State Emergency Response Commission for personnel/fringe for the SERC Program; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Emergency Services Director to sign and apply for said grant; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Emergency Response Commission, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Ohio Emergency Response Commission
Emergency Services (file)

Chemical Emergency Planning and Community Right-to-Know Fund Grant Application

Completed grant application packet must be submitted to:

State Emergency Response Commission
Ohio EPA Right-to-Know Program
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Grant Program

Phone: (614) 644-2260
Fax: (614) 644-3681
Email: Jeffrey.beattie@epa.ohio.gov

<http://www.epa.ohio.gov/dapc/serc/index.aspx>

Grant Application Deadline:

LEPCs and Fire Departments: **February 1, 2020**

State Agencies: **April 1, 2020**

The total grant packet shall consist of information requested in questions in this grant application and a signed resolution "certifying" the LEPC grant application. Fire departments must coordinate and file their grant application form(s) through their LEPC. Applications postmarked after these dates shall be reduced by one percent by day of their calculated award. Applications postmarked more than 30 days after February 1 will not be considered for funding for the state grant funding year in accordance with OAC 3750-50-10(E)

Local Emergency Planning Committee
LEPC Grant Application
(due February 1, 2020)

Approved October 14, 2015

General Information	
County/COUNTIES	Warren
LEPC Name	Warren County LEPC
Tax Identification Number	31-6000-058
Authorized Grant Applicant	Melissa Bour
<i>The Authorized Applicant is the LEPC member authorized to apply for and manage the grant and the grant account. (In most cases this will be the LEPC Chairperson.)</i>	
Authorized Applicant Telephone	(513) 695 - 1315
Designated Contact Person	David Wood
<i>The designated contact person can be the Authorized Applicant or another designated member of the LEPC such as the Information Coordinator or LEPC Secretary.</i>	
Designated Contact Telephone	(513) 695 - 1313
Email	David.wood@wcoh.net
Make Grant Check Payable to	Warren County LEPC
Send check or electronic transfer or voucher to	520 Justice Drive, Lebanon Ohio 45036
Membership	
<input checked="" type="checkbox"/> Current LEPC membership list is attached	
Grant Eligibility	
In determining a grant award to an LEPC, the State Emergency Response Commission shall consider the following:	
Has the LEPC prepared and submitted to the SERC emergency response and preparedness plan under ORC 3750.04(A) during the last grant period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate date of the last plan submission	9 / 30 / 2019
Indicate if plan was submitted as a no change	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the plan was a no change, indicate if this was the 1 st , 2 nd or 3 rd no change	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
Indicate the last date of the hazard analysis update	8 / 1 / 2019
Indicate the percentage of EHS facilities for which the hazard analysis was reviewed and updated as needed in the previous grant period	100%
If the hazard analysis has not been updated in five years, please indicate why	N/A
Has the LEPC conducted its annual exercise or actual incident response which was credited as an exercise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Distribution Information		
1	Total number of facilities in LEPC reporting one or more Hazardous Substances (include only those facilities that did not report an EHS) <i>Date of last review of number of Hazardous Substances reporting facilities</i>	88 9 / 30 / 2019
2	Total number of facilities in LEPC reporting one or more Extremely Hazardous Substances (EHS) <i>Date of last review of number of EHS reporting facilities</i>	72 9 / 30 / 2019
3	Estimated volume of hazardous substances and EHS transported through LEPC (average daily max/year) <i>Date of last review of estimated volume of hazardous substances or of EHS transported in LEPC</i>	9 / 30 / 2019
	<p>A. Hazardous Substances</p> <p>Range in pounds</p> <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000 <p>B. EHS</p> <p>Range in pounds</p> <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000	
4	Estimated amounts of extremely hazardous substances produced, used or stored in the district	<p>Range in pounds</p> <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000
5	Population within the district or under the jurisdiction of the fire department that resides in close proximity to facilities that are subject to ORC 3750 and to principal routes for the transportation of hazardous materials identified or listed by regulations adopted under the "Hazardous Materials Transportation Act," 88 Stat. 2156 (1975), 49 U.S.C.A. 1801, as amended. (An LEPC can use the population of the county for this estimate)	212,693
6	<p>Please demonstrate how this grant will enhance the ability of the recipient or, in the case of the commission, the state as a whole to prepare for and respond to releases of hazardous substances and extremely hazardous substances.</p> <p>This grant will allow the Warren County LEPC to hold its quarterly meetings, and assist in the development of plans relating to the response and mitigation of hazardous materials incidents. It will also help Warren County LEPC to design and execute the yearly LEPC exercise. The Warren County LEPC will maintain a database with information regarding type, quantity, and location of chemicals used and transported. Also, the LEPC will inform the community and first responders of any dangerous substances in which they may encounter on a daily basis.</p>	

Performance of Baseline Requirements			
Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:			
		Yes	No
1	Maintain an LEPC membership in accordance with ORC 3750.03(B) and submit any changes to the membership to the SERC for approval.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Appoint a chairman and vice-chairman and a secretary to keep a record of its proceedings in accordance with ORC 3750.03(D)(1).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Adopt bylaws for the conduct of its business in accordance with ORC 3750.03(D)(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Appoint an information coordinator who shall be responsible for maintaining the committee's files of information received and for receiving and fulfilling requests from the public for that information in accordance with ORC 3750.03(D)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Appoint a community emergency coordinator who shall be responsible for coordinating the development and implementation of the chemical emergency response and preparedness plan of the district and for receiving verbal and follow-up written notices of releases of hazardous substances and extremely hazardous substances, in accordance with ORC 3750.03(D)(4).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Obtained anything to be purchased, leased, or constructed in accordance with the provisions of 307.86 to 307.92 of the Revised Code applicable to boards of county commissioners, in accordance with ORC 3750.03(D)(5).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Establish and carry out a program to monitor regulated facilities within the district and to conduct compliance and enforcement activities to ensure that the facilities have submitted the information required by ORC 3750.05, 3750.07 and 3750.08 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Submit the annual compliance report by October 1 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Credited the LEPC grant monies to a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03(F).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Prepare and submit an emergency response and preparedness plan to the SERC by no later than October 17 for review and concurrence in accordance with ORC 3750.04.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Conduct an annual exercise as required by ORC 3750.04(C).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional Core LEPC Activities Recommended by the SERC			
Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:			
		Yes	No
	Meet at least once during the grant period?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provide meeting minutes to Ohio EPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Prepare and submit the financial status report by July 31 for previous SFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For any "No" answers, please explain below (attach additional sheets as required)			

Training which the LEPC plans to sponsor or support during the grant period				
Title of Training	Anticipated Number Trained	Anticipated Cost	Will grant funds be used to support this training?	
			YES	NO
LEPC Exercise	50	\$ 1500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>

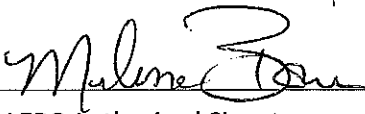
Compliance with Grant Limitations and Assurances

Chapter 3750 of Ohio Revised Code restricts the use of the grant funds and identifies uses which are prohibited. Please confirm that the grant funds will not be used for purposes identified as restricted by Chapter 3750. Please note that if the funds are passed through by contract with the LEPC to another agency, these activities cannot be part of the contract with the sub-contractor, and the sub-contractor cannot use the SERC grant funds to perform these activities.

LEPC Grant Activities Restricted by Ohio Law		Agree (Check box)
1	Grant funds will not be used to acquire first response equipment, except as otherwise provided in Division (D)(4) of Section 3750.14. Division D(4) states: <i>After a committee determines that the initial training needs for emergency management personnel within its emergency planning district set forth in the committee's plan or most recent review of its plan under section 3750.04 of the Revised Code have been met, a committee may make grants from the moneys it receives under this section to fire departments located within the district for the purchase of first response equipment.</i>	<input checked="" type="checkbox"/>
2	Grant funds will not be used to defray costs for copying and mailing hazardous chemical lists, material safety data sheets, or emergency and hazardous chemical inventory forms submitted under this chapter for distribution to the public.	<input checked="" type="checkbox"/>
3	Grant funds will not be used to reimburse any person for expenditures incurred for emergency response and cleanup of a release of a hazardous substance, an extremely hazardous substance, and/or oil.	<input checked="" type="checkbox"/>
4	Grant funds will not be used to perform any assessment of damages to natural resources resulting from a release of oil, a hazardous substance or an extremely hazardous substance.	<input checked="" type="checkbox"/>

Assurances		
In executing this agreement, the grant recipient will be committing to comply with the regulations, policies, guidelines, and requirements as they relate to the application acceptance and use of emergency planning grant funds. Also the grant recipient commits with respect to the grant that:		Agree (Check box)
1	The applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.	<input checked="" type="checkbox"/>
2	The applicant agrees that (a) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies and procedures of the State of Ohio; and (b) funds awarded by the State Emergency Response Commission may be terminated at any time for violation of any terms and requirements of this agreement.	<input checked="" type="checkbox"/>
3	The applicant will give SERC through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant. This provision shall also apply in the event of termination of this agreement.	<input checked="" type="checkbox"/>
4	The applicant will maintain such records as required by state and federal law. The minimum acceptable financial records consist of: a) documentation of employee time; b) documentation of all materials, supplies and travel expenses; c) inventory records and supporting documentation for allowable equipment purchased to carry out the program scope; d) rational supporting allocation of space charges (e.g., rent); e) any other records which support charges to program funds. The Applicant must maintain sufficient segregation of program accounting records from other programs and/or projects.	<input checked="" type="checkbox"/>
5	The applicant will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this grant and which in any manner affect the work or its conduct. In accordance with ORC 3750.02(F), the local emergency planning committee of an emergency planning district lying wholly within the boundaries of a county shall be considered a county board and shall receive the services of the auditor and prosecuting attorney of the county in the same manner as other county boards. As a county board, the LEPC must follow all policies established by the county auditor. The LEPC must also follow the LEPC funding policy, adopted by the SERC on December 12, 2007.	<input checked="" type="checkbox"/>
6	The SERC grant will be deposited into a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03 (F) which states: "Moneys received by the committee of a district lying wholly within the boundaries of a county shall be credited to a special emergency planning fund in the treasury of the county. The fund shall be administered by the committee of the district, and moneys credited to the fund shall be expended only for the purposes of carrying out the powers and duties of the committee under this chapter and rules adopted and orders issued under it."	<input checked="" type="checkbox"/>
7	The applicant will conform with applicable county policies regarding the use of cellular phones, and applicable restrictions regarding the acquisition and disposal of assets (items valued at more than \$300 or amount specified by county policy).	<input checked="" type="checkbox"/>
8	Contracts for personal services shall be in conformance with state and local laws and regulations.	<input checked="" type="checkbox"/>
9	The applicant will comply with State Equal Employment Opportunity and hiring practices	<input checked="" type="checkbox"/>
10	The applicant will comply with public records laws and open meeting laws, including but not limited to the public records requirements in the Emergency Planning and Community Right-to-Know Act and ORC 3750.	<input checked="" type="checkbox"/>

I hereby certify that the information as provided, to the best of my knowledge, is true, accurate and complete in support of the duties assigned to the Warren County LEPC under Chapter 3750 of the Ohio Revised Code.


 LEPC Authorized Signature _____ Date 1 / 14 / 2020
 Melissa Bour _____ (513) 695 - 1315
 Typed/Printed Name _____ Telephone Number

LEPC Budget Request

30,716 County LEPC

Budget Categories

Grant Request

Personnel/Fringe	\$ 29,216
Contracted Services*	\$
Supplies	\$
Training	\$
Travel	\$
Exercise	\$ 1,500
Total LEPC Planning Budget Grant Request	\$ 30,716

- **Contracted Services:** Includes personal and/or public service contracts
- **Supplies:** includes office supplies, telephone/communications, printing, postage, etc.
- **Travel:** includes mileage and lodging

Fire Department Grant:	Training	\$
	Response	
	Equipment	\$
Total LEPC Planning Budget Grant Request		\$ 30,716

*Attach copy of the contract for services

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 20-0177

Adopted Date January 28, 2020

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

BE IT RESOLVED, to enter into an engineering service contract with WSP USA, Inc., 312 Elm Street, Suite 2500, Cincinnati, Ohio 45202 for engineering services for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—WSP USA, Inc.
Engineer (file)



January 24, 2020

Board of County Commissioners
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Board of County Commissioners:

The Hamilton County Engineer's Office, along with our office, began a process of selecting a consultant to perform the engineering for the Fields-Ertel Road Improvement Project between Snider Road (CR 58) and Wilkens Boulevard (CR610). The process included reviewing the Statement of Qualifications (SOQ) that was on file with this Office. From that field of firms we requested Letters of Interest (LOI) from eight (8) consultants requesting they outline their approach to the project. Then the engineer's offices selected four (4) consultants to interview. This process was performed in accordance with the Ohio Revised Code (ORC). We have ranked the consultants, dated April 16, 2018, as follows:

1. WSP
2. Woolpert
3. IBI
4. Carpenter Marty

Thus, we negotiated with WSP and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this contract, feel free to call.

Sincerely,

Neil F. Tunison, P.E., P.S.
County Engineer

WARREN COUNTY ENGINEER'S OFFICE

105 Markey Rd. Lebanon, OH 45036 Telephone (513) 695-3301 Fax (513) 695-3323

**CONSULTING ENGINEERING SERVICES CONTRACT FOR
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD
WARREN COUNTY HIGHWAY SYSTEM**

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 WSP USA Inc., 312 Elm Street, Suite 2500, Cincinnati, Ohio 45202, a corporation for profit organized, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to improve Fields Ertel Road between Snider Road and Wilkens Boulevard on the county highway system, The Fields-Ertel Road Improvement Project, hereinafter referred to as the "PROJECT". COUNTY ENGINEER selected ENGINEER to provide professional engineering services on all phases of the PROJECT pursuant to a Request for Qualifications published November 8, 2016. ENGINEER has completed the first phase consisting of preliminary engineering. In order to proceed with the next phase of the PROJECT, Design and Construction Documents must be completed, which are part of services to be provided by ENGINEER. 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 traffic representative for the Project as set forth below and shall give professional traffic consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and structural engineering, and customary surveying services incidental thereto.
- 1.2 ENGINEER shall provide Construction Contract Plans for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated December 20th, 2019) attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
 - 1.2.1 ENGINEER will submit to the COUNTY ENGINEER a modification to this AGREEMENT with additional scope of services for the Final Construction Contract Plans for the PROJECT once certain existing conditions are surveyed determining the design criteria for the PROJECT.
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

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.
- 3.2 Assist ENGINEER by placing at their disposal all available information pertinent to 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 restrictions, 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 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 ENGINEER.
- 3.6 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.
- 3.7 Bear all costs incidental 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. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Final Design and Construction Phase of the PROJECT, including extra work and required extensions thereto.

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 set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **cost plus fixed fee not to exceed amount of \$1,127,566.**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

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 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 either party upon thirty (30) 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. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

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.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his 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 may deem appropriate to assist him 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, COUNTY ENGINEER 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" AND "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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WSP USA Inc.
Attn. Howard P. Wood
312 Elm Street, Suite 2500
Cincinnati, Ohio 45202
Ph. 513-639-2120

6.12 Insurance

ENGINEER shall carry Commercial General Liability and professional liability insurance providing single limit coverage with limits of \$1,000,000 per occurrence and 2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained 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. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit 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 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, to the extent arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (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.

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SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, WSP USA Inc., an Ohio Corporation for profit, has caused this Agreement to be executed on the date stated below by ROBERT A. HANS, whose title is ASSISTANT VICE PRESIDENT, pursuant to a corporate Resolution authorizing such act.

WSP USA Inc.

SIGNATURE: Robert A. Hans
PRINTED NAME: ROBERT A. HANS
TITLE: ASSISTANT VICE PRESIDENT
DATE: 1/24/2020

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 on the date stated below by David B. Young, its President, pursuant to Resolution No. 20-0177 dated 1/28/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: David B. Young
PRINTED NAME: David B. Young
TITLE: President
DATE: 1/28/2020

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: David P. Fornshell
Assistant Prosecuting Attorney

Exhibit 1



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

December 20, 2019

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036
Attn: Daniel J. Corey, P.E., S.I., Assistant County Engineer

Re: Proposal for Consulting Services
Fields Ertel Road between Snider Road and Wilkens Boulevard
Phase B

Dear Mr. Tunison:

On behalf of WSP USA Inc. ("WSP"), I am pleased to submit this Price Proposal for design services on the Fields Ertel Road between Snider Road and Wilkens Boulevard Improvement project, as requested. This proposal covers the scope of work for performing the Phase B Final Design, which includes improvements along Fields Ertel Road from 300+/- feet west of Snider Road to 300+/- feet east of Wilkens Blvd. This will include 1,400+/- feet of Snider Road and 500+/- of Wilkens Blvd.

WSP will be utilizing four subconsultants for Phase B: G.J. Berding Surveying, Inc.; Razor Marketing Communications, LLC; Terracon Consultants, Inc. and Underground Detective.

We propose a cost plus fixed fee not to exceed amount of \$1,127,566 broken out as follows:

Authorized tasks cost plus fixed fee cost of \$1,069,720:

• WSP	\$1,002,259	(fixed fee \$106,517)
• Berding	\$ 2,241	
• Razor	\$ 9,970	
• Terracon	\$ 55,250	
• Underground Detective	\$ 0	

If Authorized tasks cost plus fixed fee cost of \$57,846:

• WSP	\$ 26,066	(fixed fee \$2,776)
• Berding	\$ 24,280	
• Razor	\$ 0	
• Terracon	\$ 0	
• Underground Detective	\$ 7,500	



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

Thank you for the opportunity to be of service. If you have any questions, or require additional information, please let me know.

Sincerely,

WSP USA Inc.

A handwritten signature in cursive script that reads "Howard P. Wood".

Howard P. Wood
Vice President
Area Manager

Enclosure

Project Overview and Schedule – Phase B

Project Understanding:

The county engineer offices of Warren and Hamilton counties intend to perform a joint project in which Fields Ertel Road will receive improved vertical alignment and widening between Snider Road and Wilkens Boulevard.

WSP has reviewed the Scope of Service document for the Phase B Final Design, which includes improvements along Fields Ertel Road from 300+/- feet west of Snider Road to 300+/- feet east of Wilkens Blvd. This will include 1,400+/- feet of Snider Road and 500+/- of Wilkens Blvd. WSP will utilize the Phase A Preliminary Design recommendations for the Phase B scope of work.

WSP will be utilizing the following subconsultants for Phase B:

- **G.J. Berding Surveying, Inc.** to assist with: Right of Way Plan Development; reset Monument Box (If Authorized); setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provided unit price per parcel – if authorized); provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition (if authorized); survey location of Test Dig/Boring Locations (if authorized).
- **Razor Marketing Communications, LLC** to perform public involvement support;
- **Terracon Consultants, Inc.** to perform geotechnical engineering services, including 12 test borings and recommendations for the retaining wall and culvert portions of the project.
- **The Underground Detective** to perform vacuum excavation, pothole to obtain actual depths and location of utilities.

Overview of the Scope

WSP will complete the design scope of service for the entire project and develop the three separate plan packages for bidding purposes based on logical tie-in locations for phase construction in coordination with the county engineer offices of Warren and Hamilton counties.

Schedule

- Begin Final Design 1/15/2020
- Stage 1 Plans – Submitted 5/8/2020
 - 30-day review 6/8/2020
- Stage 2 Plans – Submitted 9/4/2020
 - 30-day review 10/2/2020
- Preliminary R/W Plans – Submitted 10/2/2020
- Preliminary R/W Plans – Approved 10/30/2020
- R/W establishment hearing 12/2/2020
- Stage 3 Plans – Submitted 1/15/2021
 - 30-day review 2/12/2021
- Final R/W Plans – Submitted 3/5/2021
- Final Tracings – Submitted 6/14/2021

SUMMARY

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No. 0
Modification No. 1
PID No. 0
Proposal Date 9/30/2019

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Not Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$47.05	3196	\$150,379	\$202,412	\$602	\$3,749	\$65,220	\$42,335	\$464,697
Environmental Engineering Phase								
\$44.95	3797	\$170,673	\$229,722	\$682	\$2,347	\$2,241	\$48,049	\$453,714
Final Engineering Phase								
\$45.20	1268	\$57,308	\$77,139	\$229	\$500	\$0	\$16,133	\$151,309
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$45.80	8261	\$378,360	\$509,273	\$1,513	\$6,596	\$67,461	\$106,517	\$1,069,720
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
\$59.50	8	\$476	\$641	\$2	\$0	\$8,640	\$134	\$9,893
Environmental Engineering Phase								
\$45.06	18	\$811	\$1,092	\$4	\$0	\$12,140	\$228	\$14,275
Final Engineering Phase								
\$65.43	40	\$2,617	\$3,522	\$10	\$0	\$0	\$737	\$6,886
Construction Engineering Phase								
\$62.90	80	\$5,032	\$6,773	\$20	\$116	\$0	\$1,417	\$13,358
TOTAL IF-AUTHORIZED TASKS								
\$60.87	162	\$9,861	\$13,273	\$40	\$116	\$31,780	\$2,776	\$57,846
GRAND TOTAL								
	8423	\$388,221	\$522,546	\$1,553	\$6,712	\$99,241	\$109,293	\$1,127,566

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No. 0
Modification No. 1
PID No. 0
Proposal Date 9/30/2019

PROPOSAL COST SUMMARY

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
2 - Preliminary Engineering Phase									
2.3 - AER Design									
2.3.F.C - Conceptual MOT Plan (Without MOTAA)	\$43.59	44	\$1,918	\$2,582	\$8	\$0	\$0	\$540	\$5,048
TOTAL 2.3 - AER Design	\$43.59	44	\$1,918	\$2,582	\$8	\$0	\$0	\$540	\$5,048
2.6 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination	\$65.19	36	\$2,347	\$3,159	\$9	\$1,681	\$9,970	\$661	\$17,827
TOTAL 2.6 - Public Involvement/Coordination	\$65.19	36	\$2,347	\$3,159	\$9	\$1,681	\$9,970	\$661	\$17,827
2.7 - Stage 1 Design									
2.7.A - Roadway									
2.7.A.A - Title Sheet	\$44.17	24	\$1,060	\$1,427	\$4	\$0	\$0	\$298	\$2,789
2.7.A.B - General Notes	\$40.75	36	\$1,467	\$1,975	\$6	\$0	\$0	\$413	\$3,861
2.7.A.C - Schematic Plan	\$35.83	12	\$430	\$579	\$2	\$0	\$0	\$121	\$1,132
2.7.A.D - Typical Sections	\$42.61	36	\$1,534	\$2,065	\$6	\$0	\$0	\$432	\$4,037
2.7.A.E - Cross Sections	\$43.14	175	\$7,549	\$10,161	\$30	\$0	\$0	\$2,125	\$19,865
2.7.A.F - Plan and Profile - Fields Ertel	\$46.66	140	\$6,532	\$8,792	\$26	\$0	\$0	\$1,839	\$17,189
2.7.A.G - Plan and Profile - Snider	\$42.39	28	\$1,187	\$1,598	\$5	\$0	\$0	\$334	\$3,124
2.7.A.H - Plan and Profile - Wilkens Blvd	\$46.77	48	\$2,245	\$3,022	\$9	\$0	\$0	\$632	\$5,908
2.7.A.J - Intersection Details	\$44.47	176	\$7,826	\$10,534	\$31	\$0	\$0	\$2,203	\$20,594
2.7.A.L - Driveway Details	\$43.30	270	\$11,691	\$15,736	\$47	\$0	\$0	\$3,291	\$30,765
2.7.A.M - Design Exception Request	\$58.00	48	\$2,784	\$3,747	\$11	\$0	\$0	\$784	\$7,326
2.7.A.N - Traffic Control	\$45.76	112	\$5,125	\$6,898	\$21	\$0	\$0	\$1,443	\$13,487
2.7.B - Drainage									
2.7.B.A - Storm Sewer Profiles	\$45.85	66	\$3,026	\$4,073	\$12	\$0	\$0	\$852	\$7,963
2.7.B.B - Culvert Detail Sheet	\$41.00	60	\$2,460	\$3,311	\$10	\$0	\$0	\$693	\$6,474
2.7.B.D - Drainage Calculations	\$53.99	78	\$4,211	\$5,668	\$17	\$0	\$0	\$1,185	\$11,081
2.7.B.E - BMP Design	\$50.64	132	\$6,685	\$8,998	\$27	\$0	\$0	\$1,882	\$17,592
2.7.C - Utilities									
2.7.C.A - Utility Coordination and Documentation	\$49.42	12	\$593	\$798	\$2	\$586	\$0	\$167	\$2,146
2.7.C.B - Description of proposed water and/or sewer work	\$49.43	14	\$692	\$931	\$3	\$0	\$0	\$195	\$1,821
2.7.C.C - Subsurface Utility Engineering (SUE)	Costs are included in the If Authorized Section								
2.7.C.D - Add Utilities to Plan/Profile Sheets	\$44.14	36	\$1,589	\$2,139	\$6	\$0	\$0	\$447	\$4,181
2.7.D - Geotechnical Services									
2.7.D.A - Geotechnical Services and Report	\$71.38	8	\$571	\$769	\$2	\$0	\$55,250	\$161	\$56,753
2.7.E - Retaining Wall Plans	\$44.52	1300	\$57,876	\$77,901	\$232	\$0	\$0	\$16,293	\$152,302
2.7.G - Miscellaneous									
2.7.G.A - Perform Airway/Highway clearance analysis	\$54.25	4	\$217	\$292	\$1	\$0	\$0	\$61	\$571
2.7.H - Prepare C2 Cost Estimates and Update Milestones									
2.7.H.A - Roadway/Interchange Costs	\$46.61	35	\$1,678	\$2,259	\$7	\$0	\$0	\$472	\$4,416
2.7.H.C - Utility Costs	\$49.50	6	\$297	\$400	\$1	\$0	\$0	\$84	\$782
2.7.I - Lighting Plans	\$51.54	13	\$670	\$902	\$3	\$0	\$0	\$189	\$1,764
2.7.J - Maintenance of Traffic									
2.7.J.C - Conceptual MOT Revision	\$51.04	24	\$1,225	\$1,649	\$5	\$250	\$0	\$345	\$3,474
2.7.J.D - MOT Coordination Discussions	\$52.21	14	\$731	\$984	\$3	\$0	\$0	\$206	\$1,924
2.7.K - Signal Plans	\$45.46	24	\$1,091	\$1,468	\$4	\$0	\$0	\$307	\$2,870
TOTAL - 2.7 - Stage 1 Design	\$45.85	2632	\$133,042	\$179,076	\$333	\$838	\$55,250	\$37,454	\$406,191
2.8 - Project Management for Preliminary Engineering Phase									
2.8.A - Meetings	\$61.25	40	\$2,450	\$3,298	\$10	\$116	\$0	\$690	\$6,564
2.8.B - General Oversight	\$73.76	144	\$10,622	\$14,297	\$42	\$1,116	\$0	\$2,990	\$29,067
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	\$71.04	184	\$13,072	\$17,595	\$52	\$1,232	\$0	\$3,680	\$35,631
Total - 2 Preliminary Engineering Phase	\$47.05	3196	\$150,379	\$202,412	\$602	\$3,749	\$65,220	\$42,335	\$464,697
3 - Environmental Engineering Phase									
3.3 - Stage 2									
3.3.A - Roadway									
3.3.A.A - Title Sheet	\$33.61	18	\$605	\$814	\$2	\$0	\$0	\$170	\$1,591
3.3.A.B - Schematic	\$33.68	12	\$403	\$542	\$2	\$0	\$0	\$113	\$1,060
3.3.A.C - General Notes	\$41.74	160	\$6,679	\$8,990	\$27	\$0	\$0	\$1,880	\$17,576

C-R-S Fields Ertel Road Phase B

PROPOSAL COST SUMMARY

Consultant: WSP USA Inc.
 Agreement No. 0
 Modification No. 1
 PID No. 0
 Proposal Date 9/30/2019

Consultant Overhead Rate: 134.60%
 Consultant Overhead Rate: 134.60%
 Cost of Money: 0.40%
 Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3.3.A.D - Typical Sections	\$40.36	36	\$1,453	\$1,956	\$6	\$0	\$0	\$409	\$3,824
3.3.A.E - Plan and Profile - Mainline	\$38.53	120	\$4,624	\$6,224	\$18	\$0	\$0	\$1,302	\$12,168
3.3.A.F - Plan and Profile - Crossroads	\$39.75	24	\$954	\$1,284	\$4	\$0	\$0	\$269	\$2,511
3.3.A.G - Plan and profile - Ramps	\$39.75	24	\$954	\$1,284	\$4	\$0	\$0	\$269	\$2,511
3.3.A.H - Cross Sections	\$43.51	172	\$7,483	\$10,072	\$30	\$0	\$0	\$2,107	\$19,692
3.3.A.I - Intersection Details	\$36.80	176	\$6,476	\$8,717	\$26	\$0	\$0	\$1,823	\$17,042
3.3.B - Drainage									
3.3.B.A - Storm Sewer Profiles	\$42.48	33	\$1,402	\$1,887	\$6	\$0	\$0	\$395	\$3,690
3.3.B.B - Culvert Detail Sheets Including headwall and wingwall	\$40.21	24	\$965	\$1,299	\$4	\$0	\$0	\$272	\$2,540
3.3.B.C - Channel Relocation Details	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.B.D - Underdrain details	\$42.41	66	\$2,799	\$3,767	\$11	\$0	\$0	\$788	\$7,365
3.3.B.E - BMP Details	\$43.40	96	\$4,166	\$5,607	\$17	\$0	\$0	\$1,173	\$10,963
3.3.B.F - Temporary Drainage (MOT)									
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans	\$54.89	28	\$1,537	\$2,069	\$6	\$0	\$0	\$433	\$4,045
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations	\$49.11	37	\$1,817	\$2,446	\$7	\$0	\$0	\$512	\$4,782
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details	\$48.71	48	\$2,338	\$3,147	\$9	\$0	\$0	\$658	\$6,152
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring	\$43.13	48	\$2,070	\$2,766	\$8	\$0	\$0	\$583	\$5,447
3.3.C - Traffic Control									
3.3.C.A - Pavement Marking Plan	\$55.18	98	\$5,408	\$7,279	\$22	\$0	\$0	\$1,522	\$14,231
3.3.C.B - Signing Plan	\$51.80	112	\$5,802	\$7,809	\$23	\$0	\$0	\$1,633	\$15,267
3.3.D - Signals & ITS									
3.3.D.A - Signal Plan Sheets	\$37.89	82	\$3,107	\$4,182	\$12	\$0	\$0	\$875	\$8,176
3.3.D.B - Interconnect Details	\$38.92	13	\$506	\$681	\$2	\$0	\$0	\$142	\$1,331
3.3.D.C - Systems Engineering Analysis	\$53.94	16	\$863	\$1,162	\$3	\$0	\$0	\$243	\$2,271
3.3.E - Maintenance of Traffic									
3.3.E.A - MOT General Notes	\$37.30	40	\$1,492	\$2,008	\$6	\$0	\$0	\$420	\$3,926
3.3.E.E - MOT Typical Sections	\$40.48	88	\$3,562	\$4,794	\$14	\$0	\$0	\$1,003	\$9,373
3.3.E.F - MOT Plan Sheets	\$43.92	528	\$23,169	\$31,212	\$93	\$500	\$0	\$6,528	\$61,522
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	\$41.88	80	\$3,350	\$4,509	\$13	\$0	\$0	\$943	\$8,815
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	\$41.75	16	\$668	\$899	\$3	\$0	\$0	\$188	\$1,758
3.3.E.J - MOT Coordination Discussions	\$49.79	14	\$697	\$938	\$3	\$0	\$0	\$196	\$1,834
3.3.E.K - MOT Constructability Coordination	\$49.88	24	\$1,197	\$1,611	\$5	\$0	\$0	\$337	\$3,150
3.3.E.L - Temporary Pavement Sections and Earthwork	\$39.50	66	\$2,212	\$2,977	\$9	\$0	\$0	\$623	\$5,821
3.3.F - Lighting Plan									
3.3.F.A - Lighting Analysis	\$53.13	30	\$1,594	\$2,146	\$6	\$0	\$0	\$449	\$4,195
3.3.F.B - Power/Circuit Layout & Details	\$45.98	44	\$2,023	\$2,723	\$8	\$0	\$0	\$570	\$5,324
3.3.F.C - Lighting Plan and Details	\$43.33	124	\$5,373	\$7,232	\$21	\$0	\$0	\$1,513	\$14,139
3.3.F.D - Voltage Drop Calculations	\$57.00	11	\$627	\$844	\$3	\$0	\$0	\$177	\$1,651
3.3.F.E - Power Service	\$63.22	9	\$569	\$766	\$2	\$0	\$0	\$160	\$1,497
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation	\$52.67	24	\$1,264	\$1,701	\$5	\$258	\$0	\$356	\$3,584
3.3.J.B - Water Works Plan	\$41.65	144	\$6,027	\$8,112	\$24	\$0	\$0	\$1,697	\$15,860
3.3.J.C - Water Works Details & Notes	\$40.93	96	\$3,929	\$5,288	\$16	\$0	\$0	\$1,106	\$10,339
3.3.K - Geotechnical Services									
3.3.K.A - Finalize Geotechnical Investigation and Report	\$65.38	8	\$523	\$704	\$2	\$0	\$0	\$147	\$1,376
TOTAL 3.3 - Stage 2	\$43.44	2778	\$120,707	\$162,468	\$482	\$750	\$0	\$33,983	\$316,398
3.4 - Right of Way Plans									
3.4.A - Conceptual Right of Way Plan Review	\$42.42	48	\$2,036	\$2,740	\$8	\$0	\$0	\$573	\$5,357
3.4.B - Preliminary Right of Way Plans									
3.4.B.A - Legend Sheet	\$42.40	10	\$424	\$571	\$2	\$0	\$0	\$119	\$1,116
3.4.B.C - Property Map	\$42.41	78	\$3,308	\$4,453	\$13	\$0	\$0	\$931	\$8,705
3.4.B.D - Summary of Additional Right of Way	\$42.41	76	\$3,223	\$4,338	\$13	\$0	\$0	\$907	\$8,481
3.4.B.E - Detailed ROW Plan Sheets	\$42.41	288	\$12,214	\$16,440	\$49	\$0	\$0	\$3,438	\$32,141
3.4.B.F - Special Plats	\$49.83	96	\$4,784	\$6,439	\$19	\$0	\$0	\$1,347	\$12,589
3.4.B.G - Legal Descriptions and Closure Calculations	\$50.01	147	\$7,351	\$9,894	\$29	\$0	\$0	\$2,069	\$19,343
3.4.B.I - Field Review	\$52.97	36	\$1,907	\$2,567	\$8	\$116	\$0	\$537	\$5,135
3.4.C - Final Right of Way Plans									
3.4.C.A - Final Right of Way Plans	\$52.55	75	\$3,941	\$5,305	\$16	\$0	\$2,241	\$1,109	\$12,612
3.4.C.B - Field Review & Verify Property Owners	\$55.61	18	\$1,001	\$1,347	\$4	\$58	\$0	\$282	\$2,692
3.4.C.C - Record Centerline Plat and all appropriate documents	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4.C.D - Set RW Pins after acquisition									
3.4.C.E - Temporary RW Staking									
3.4.C.F - Reset Monument Box									
TOTAL 3.4 - Right of Way Plans	\$48.09	872	\$40,189	\$54,084	\$161	\$174	\$2,241	\$19,312	\$108,171

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No. 0
Modification No. 1
PID No. 0
Proposal Date 9/30/2019

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3.8 - Prepare Cost Estimates and Revise Milestone									
3.8.A - Roadway/Interchange Costs	\$49.72	36	\$1,790	\$2,409	\$7	\$0	\$0	\$504	\$4,710
3.8.C - Utility Costs	\$49.50	6	\$297	\$400	\$1	\$0	\$0	\$84	\$782
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	\$49.69	42	\$2,087	\$2,809	\$8	\$0	\$0	\$588	\$5,492
3.9 - Project Management for Environmental Engineering Phase									
3.9.A - Meetings	\$65.17	24	\$1,564	\$2,105	\$6	\$290	\$0	\$440	\$4,405
3.9.B - General Oversight	\$76.58	80	\$6,126	\$8,246	\$25	\$1,125	\$0	\$1,725	\$17,247
TOTAL 3.9 - Project Management for Environmental Engineering Phase	\$70.94	104	\$7,690	\$10,351	\$31	\$1,415	\$0	\$2,165	\$21,652
Total - 3 Environmental Engineering Phase	\$14.95	3797	\$170,673	\$229,722	\$682	\$2,347	\$2,241	\$48,049	\$453,714
4 - Final Engineering and R/W Phase									
4.2 - Stage 3 Detailed Design Plans									
4.2.A - Quantities and Notes									
4.2.A.A - Pavement Subsummary	\$36.54	54	\$1,973	\$2,656	\$8	\$0	\$0	\$555	\$5,192
4.2.A.B - Drainage Subsummary	\$35.79	24	\$859	\$1,156	\$3	\$0	\$0	\$242	\$2,260
4.2.A.C - Roadway Subsummary	\$33.60	72	\$2,419	\$3,256	\$10	\$0	\$0	\$681	\$6,366
4.2.A.E - Maintenance of Traffic Subsummary	\$39.50	26	\$1,027	\$1,382	\$4	\$0	\$0	\$289	\$2,702
4.2.A.F - Pavement Marking Subsummary	\$47.51	68	\$3,231	\$4,349	\$13	\$0	\$0	\$910	\$8,503
4.2.A.G - Signing Subsummary	\$52.58	78	\$4,101	\$5,520	\$16	\$0	\$0	\$1,155	\$10,792
4.2.A.H - Signal Subsummary	\$35.37	54	\$1,910	\$2,571	\$8	\$0	\$0	\$538	\$5,027
4.2.A.J - Retaining Wall Subsummary	\$42.15	20	\$843	\$1,135	\$3	\$0	\$0	\$237	\$2,218
4.2.A.K - Lighting Subsummary	\$53.12	17	\$903	\$1,215	\$4	\$0	\$0	\$254	\$2,376
4.2.A.M - General Summary Sheet	\$36.96	216	\$7,983	\$10,745	\$32	\$0	\$0	\$2,247	\$21,007
4.2.A.O - Reinforcing Steel Schedule	\$44.72	96	\$4,293	\$5,778	\$17	\$0	\$0	\$1,209	\$11,297
4.2.A.P - General Notes	\$42.53	30	\$1,276	\$1,717	\$5	\$0	\$0	\$359	\$3,357
4.2.A.Q - Driveway Subsummary or Driveway Details (if Included on same sheet)	\$41.14	28	\$1,152	\$1,551	\$5	\$0	\$0	\$324	\$3,032
4.2.A.R - Lighting Notes	\$48.24	46	\$2,219	\$2,987	\$9	\$0	\$0	\$625	\$5,840
4.2.B - Traffic Signal Plans & ITS Plans									
4.2.B.A - Wiring diagram & pole orientation	\$53.77	26	\$1,398	\$1,882	\$6	\$0	\$0	\$394	\$3,680
4.2.B.B - Timing Chart	\$34.08	26	\$886	\$1,193	\$4	\$0	\$0	\$249	\$2,332
4.2.B.C - Elevation Views of Mast Arm Poles	\$37.13	16	\$594	\$800	\$2	\$0	\$0	\$167	\$1,563
4.2.B.D - Traffic Signal Signs	\$39.20	10	\$392	\$528	\$2	\$0	\$0	\$110	\$1,032
4.2.C - Signing Plans									
4.2.C.A - Signing Plans	\$50.75	12	\$609	\$820	\$2	\$0	\$0	\$171	\$1,602
4.2.C.B - Elevation View of Major Signs	\$50.75	12	\$609	\$820	\$2	\$0	\$0	\$171	\$1,602
4.2.C.C - SignCAD	\$41.75	8	\$334	\$450	\$1	\$0	\$0	\$94	\$879
4.2.E - Lighting Plans									
4.2.E.A - Lighting Details	\$41.05	37	\$1,519	\$2,045	\$6	\$0	\$0	\$428	\$3,998
TOTAL 4.2 - Stage 3 Detailed Design Plans	\$41.63	976	\$40,650	\$54,556	\$162	\$0	\$0	\$11,409	\$106,657
4.3 - Prepare Cost Estimates and Revise Milestone									
4.3.A - Roadway/Interchange Costs	\$47.60	40	\$1,904	\$2,563	\$8	\$0	\$0	\$536	\$5,011
4.3.D - Utility Costs	\$42.33	6	\$254	\$342	\$1	\$0	\$0	\$72	\$669
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	\$46.91	46	\$2,158	\$2,905	\$9	\$0	\$0	\$608	\$5,680
4.4 - Final Plan Package									
4.4.A - Submission of Final Tracings and Documentation	\$50.29	150	\$7,543	\$10,163	\$30	\$0	\$0	\$2,124	\$19,850
4.4 - Final Plan Package	\$50.29	150	\$7,543	\$10,163	\$30	\$0	\$0	\$2,124	\$19,850
4.5 - Project Management for Final Engineering and Right of Way									
4.5.A - Meetings	\$65.17	24	\$1,564	\$2,105	\$6	\$290	\$0	\$440	\$4,405
4.5.B - General Oversight	\$76.57	72	\$5,513	\$7,420	\$22	\$210	\$0	\$1,552	\$14,717
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	\$73.72	96	\$7,077	\$9,525	\$28	\$500	\$0	\$1,992	\$19,122
4.6 - Pre-Bid Activities									
4.6.A - Pre-Bid Questions	Costs are included in the If Authorized Section								
TOTAL 4.6 - Pre-Bid Activities	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Final Engineering Phase	\$45.20	1268	\$57,308	\$77,139	\$229	\$500	\$0	\$16,133	\$151,309

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No. 0
Modification No. 1
PID No. 0
Proposal Date 9/30/2019

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
5 - Construction Phase									
5.1 - On-going Services During Construction									
5.1.A - On-going Services During Construction <i>Costs are included in the If Authorized Section</i>									
TOTAL 5.1 - On-going Services during Construction									
	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL - Construction Phase	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOTAL AUTHORIZED PARTS \$45.80 8261 \$378,360 \$509,273 \$1,513 \$6,596 \$67,461 \$106,517 \$1,069,720

IF-AUTHORIZED TASKS:									
2.7.C.C - Subsurface Utility Engineering (SUE)	\$59.50	8	\$476	\$641	\$2	\$0	\$8,640	\$134	\$9,893
3.4.C.D - Set R/W Pins after acquisition	\$42.44	16	\$679	\$914	\$3	\$0	\$11,000	\$191	\$12,787
3.4.C.E - Temporary R/W Staking	\$57.81	16	\$925	\$1,245	\$4	\$0	\$11,000	\$260	\$13,434
3.4.C.F - Reset Monument Box	\$66.00	2	\$132	\$178	\$1	\$0	\$1,140	\$37	\$1,488
4.6.A - Pre-Bid Questions	\$65.43	40	\$2,617	\$3,522	\$10	\$0	\$0	\$737	\$6,886
5.1.A - On-going Services During Construction	\$62.90	80	\$5,032	\$6,773	\$20	\$116	\$0	\$1,417	\$13,358
TOTAL IF-AUTHORIZED PARTS	\$60.87	162	\$9,861	\$13,273	\$40	\$116	\$31,780	\$2,776	\$57,846

GRAND TOTAL \$46.09 8423 \$388,221 \$522,546 \$1,553 \$6,712 \$99,241 \$109,293 \$1,127,566

C-R-S
 Consultant: WSP USA Inc.
 Agreement No.
 Modification No. 1
 PID No.
 Proposal Date 9/30/2019

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

Task Description	Principal	Project Manager	Sr Engineer	Engineer	Sr Tech	Tech	Proj Accl/ Clerical	Total Hours	Total Cost
	\$91.64	\$86.97	\$66.17	\$42.41	\$49.42	\$29.20	\$38.32		
AUTHORIZED TASKS:									
2 - Preliminary Engineering Phase									
2.3 - AER Design									
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			4		24	16		44	\$1,918
TOTAL 2.3 - AER Design	0	0	4	0	24	16	0	44	\$1,918
2.4 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination		12	12	12				36	\$2,347
TOTAL 2.6 - Public Involvement/Coordination	0	12	12	12	0	0	0	36	\$2,347
2.7 - Stage 1 Design									
2.7.A - Roadway									
2.7.A.A - Title Sheet			4	16		4		24	\$1,060
2.7.A.B - General Notes			4	8	8	16		36	\$1,467
2.7.A.C - Schematic Plan				6		6		12	\$430
2.7.A.D - Typical Sections			8	8	4	16		36	\$1,534
2.7.A.E - Cross Sections		7	16	48	40	64		175	\$7,549
2.7.A.F - Plan and Profile - Fields Ertel		8	24	40	28	40		140	\$6,532
2.7.A.G - Plan and Profile - Snider		2	4	8		14		28	\$1,187
2.7.A.H - Plan and Profile - Wilkens Blvd		4	8	24		12		48	\$2,246
2.7.A.J - Intersection Details		8	24	40	40	64		176	\$7,826
2.7.A.L - Driveway Details		8	40	80	40	102		270	\$11,691
2.7.A.M - Design Exception Request		4	24	20				48	\$2,784
2.7.A.N - Traffic Control		14	14	40		44		112	\$5,125
2.7.B - Drainage									
2.7.B.A - Storm Sewer Profiles			24	16		26		66	\$3,026
2.7.B.B - Culvert Detail Sheet			2	48		10		60	\$2,460
2.7.B.D - Drainage Calculations			38	40				78	\$4,211
2.7.B.E - BMP Design			68	24		40		132	\$6,685
2.7.C - Utilities									
2.7.C.A - Utility Coordination and Documentation						12		12	\$593
2.7.C.B - Description of proposed water and/or sewer work						14		14	\$692
2.7.C.C - Subsurface Utility Engineering (SUE)									
2.7.C.C - Add Utilities to Plan/Profile Sheets				4	24	8		36	\$1,589
2.7.D - Geotechnical Services									
2.7.D.A - Geotechnical Services and Report		2	6					8	\$571
2.7.E - Retaining Wall Plans			260	780		260		1300	\$57,876
2.7.G - Miscellaneous									
2.7.G.A - Perform Always/Highway clearance analysis			2	2				4	\$217
2.7.H - Prepare C2 Cost Estimates and Update Milestones									
2.7.H.A - Roadway/Interchange Costs			4	24	8			36	\$1,678
2.7.H.C - Utility Costs					6			6	\$297
2.7.I - Lighting Plans			5	8				13	\$670
2.7.J - Maintenance of Traffic									
2.7.J.C - Conceptual MOT Revision			4	4	16			24	\$1,225
2.7.J.D - MOT Coordination Discussions			4	4	6			14	\$731
2.7.K - Signal Plans		2	6	4		12		24	\$1,091
TOTAL 2.7 - Stage 1 Design	0	59	593	1296	246	738	0	2832	\$133,042
2.8 - Project Management for Preliminary Engineering Phase									
2.8.A - Meetings		10	10	10	10			40	\$2,450
2.8.B - General Oversight		80	40	24				144	\$10,622
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	0	90	50	34	10	0	0	164	\$13,072
Total - 2 Preliminary Engineering Phase	0	161	659	1342	280	754	0	3196	\$150,379
3 - Environmental Engineering Phase									
3.3 - Stage 2									
3.3.A - Roadway									
3.3.A.A - Title Sheet				6		12		18	\$605
3.3.A.B - Schematic				4		8		12	\$403
3.3.A.C - General Notes			40	40		80		160	\$6,679

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No.
Modification No. 1
PID No.
Proposal Date 9/30/2019

PROPOSAL LABOR SUMMARY

Task Description	Project						Proj Acct/ Clerical	Total	
	Principal	Manager	Sr Engineer	Engineer	Sr Tech	Tech		Hours	Cost
	\$91.64	\$86.97	\$66.17	\$42.41	\$49.42	\$29.20	\$38.32		
3.3.A.D - Typical Sections			8	8		20		36	\$1,453
3.3.A.E - Plan and Profile - Mainline			16	40		64		120	\$4,624
3.3.A.F - Plan and Profile - Crossroads			4	8		12		24	\$954
3.3.A.G - Plan and profile - Ramps			4	8		12		24	\$954
3.3.A.H - Cross Sections			24	64	36	48		172	\$7,483
3.3.A.I - Intersection Details				40	40	96		176	\$6,476
3.3.B - Drainage									
3.3.B.A - Storm Sewer Profiles			9	8		16		33	\$1,402
3.3.B.B - Culvert Detail Sheets including headwall and wingwall				20		4		24	\$965
3.3.B.C - Channel Relocation Details								0	\$0
3.3.B.D - Underdrain details				66				66	\$2,799
3.3.B.E - BMP Details			24	36		36		96	\$4,166
3.3.B.F - Temporary Drainage (MOT)									
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans		2	8	8	10			28	\$1,637
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations			6	16	15			37	\$1,817
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details			8	24	16			48	\$2,338
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring			8	16	8	16		48	\$2,070
3.3.C - Traffic Control									
3.3.C.A - Pavement Marking Plan		14	42	14		28		98	\$5,400
3.3.C.B - Signing Plan		28	14	30		40		112	\$5,802
3.3.D - Signals & ITS									
3.3.D.A - Signal Plan Sheets		2	14	6		60		82	\$3,107
3.3.D.B - Interconnect Details			2	4		7		13	\$506
3.3.D.C - Systems Engineering Analysis		1	7	6		2		16	\$863
3.3.E - Maintenance of Traffic									
3.3.E.A - MOT General Notes					16	24		40	\$1,492
3.3.E.E - MOT Typical Sections			8	16	24	40		88	\$3,562
3.3.E.F - MOT Plan Sheets			80	144	144	160		528	\$23,189
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			16	32		32		80	\$3,350
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement			4	4		8		16	\$668
3.3.E.J - MOT Coordination Discussions			2	4	8			14	\$697
3.3.E.K - MOT Constructability Coordination			4	8	12			24	\$1,197
3.3.E.L - Temporary Pavement Sections and Earthwork			4	8	16	28		56	\$2,212
3.3.F - Lighting Plan									
3.3.F.A - Lighting Analysis		2	12	12		4		30	\$1,594
3.3.F.B - Power/Circuit Layout & Details		4	8	16		16		44	\$2,023
3.3.F.C - Lighting Plan and Details		4	24	48		48		124	\$5,373
3.3.F.D - Voltage Drop Calculations		2	3	6				11	\$627
3.3.F.E - Power Service		1	6	2				9	\$569
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation			8	8	8			24	\$1,264
3.3.J.B - Water Works Plan				40	64	40		144	\$6,027
3.3.J.C - Water Works Details & Notes				24	40	32		96	\$3,929
3.3.K - Geotechnical Services									
3.3.K.A - Finalize Geotechnical Investigation and Report		2	4	2				8	\$523
TOTAL 3.3 - Stage2	0	62	421	848	497	995	0	2779	\$120,707
3.4 - Right of Way Plans									
3.4.A - Conceptual Right of Way Plan Review				48				48	\$2,036
3.4.B - Preliminary Right of Way Plans									
3.4.B.A - Legend Sheet				10				10	\$424
3.4.B.C - Property Map				78				78	\$3,308
3.4.B.D - Summary of Additional Right of Way				76				76	\$3,223
3.4.B.E - Detailed ROW Plan Sheets				288				288	\$12,214
3.4.B.F - Special Plats			30	66				96	\$4,784
3.4.B.G - Legal Descriptions and Closure Calculations			47	100				147	\$7,351
3.4.B.I - Field Review			16	20				36	\$1,907
3.4.C - Final Right of Way Plans									
3.4.C.A - Final Right of Way Plans			32	43				75	\$3,941
3.4.C.B - Field Review & Verify Property Owners			10	8				18	\$1,001
3.4.C.C - Record Centerline Plat and all appropriate documents								0	\$0
3.4.C.D - Set R/W Pins after acquisition									
3.4.C.E - Temporary R/W Staking									
3.4.C.F - Reset Monument Box									
TOTAL 3.4 - Right of Way Plans	0	0	135	757	0	0	0	372	\$49,189

Hours are included in the If Authorized Section
Hours are included in the If Authorized Section
Hours are included in the If Authorized Section

C-R-S
 Consultant: WSP USA Inc.
 Agreement No.
 Modification No. 1
 PID No.
 Proposal Date 9/30/2019

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

Task Description	Principal	Project Manager	Sr Engineer	Engineer	Sr Tech	Tech	Proj Accl/ Clerical	Total	
	\$91.64	\$86.97	\$66.17	\$42.41	\$49.42	\$29.20	\$38.32	Hours	Cost
3.8 - Prepare Cost Estimates and Revise Milestone									
3.8.A - Roadway/Interchange Costs			4	8	24			36	\$1,790
3.8.C - Utility Costs					6			6	\$297
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	0	0	4	8	30	0	0	42	\$2,087
3.9 - Project Management for Environmental Engineering Phase									
3.9.A - Meetings		8	8	8				24	\$1,564
3.9.B - General Oversight		40	40					80	\$6,126
TOTAL 3.9 - Project Management for Environmental Engineering Phase	0	48	48	8	0	0	0	194	\$7,690
Total - 3 Environmental Engineering Phase	0	110	608	1599	487	993	0	3797	\$170,673
4 - Final Engineering and R/W Phase									
4.2 - Stage 3 Detailed Design Plans									
4.2.A - Quantities and Notes									
4.2.A.A - Pavement Subsummary				30		24		54	\$1,973
4.2.A.B - Drainage Subsummary				12		12		24	\$859
4.2.A.C - Roadway Subsummary				24		48		72	\$2,419
4.2.A.E - Maintenance of Traffic Subsummary				8	8	10		26	\$1,027
4.2.A.F - Pavement Marking Subsummary		4	16	32		16		68	\$3,231
4.2.A.G - Signing Subsummary		14	16	32		16		78	\$4,101
4.2.A.H - Signal Subsummary			4	14		36		54	\$1,910
4.2.A.J - Retaining Wall Subsummary			2	14		4		20	\$843
4.2.A.K - Lighting Subsummary		1	8	4		4		17	\$903
4.2.A.M - General Summary Sheet			8	80	16	112		216	\$7,983
4.2.A.O - Reinforcing Steel Schedule			16	68		12		96	\$4,293
4.2.A.P - General Notes			4	16	2	8		30	\$1,276
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)			4	8	4	12		28	\$1,152
4.2.A.R - Lighting Notes		2	12	24		8		46	\$2,219
4.2.B - Traffic Signal Plans & ITS Plans									
4.2.B.A - Wiring diagram & pole orientation		2	12	6		6		26	\$1,398
4.2.B.B - Timing Chart			2	4		20		26	\$886
4.2.B.C - Elevation Views of Mast Arm Poles			2	4		10		16	\$594
4.2.B.D - Traffic Signal Signs			2	2		6		10	\$392
4.2.C - Signing Plans									
4.2.C.A - Signing Plans		1	4	4		3		12	\$609
4.2.C.B - Elevation View of Major Signs		1	4	4		3		12	\$609
4.2.C.C - SignCAD			2	2		4		8	\$334
4.2.E - Lighting Plans									
4.2.E.A - Lighting Details		1	6	12		18		37	\$1,519
TOTAL 4.2 - Stage 3 Detailed Design Plans	0	26	124	405	90	392	0	978	\$40,630
4.3 - Prepare Cost Estimates and Revise Milestone									
4.3.A - Roadway/Interchange Costs			4	20	16			40	\$1,904
4.3.D - Utility Costs				6				6	\$254
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	0	0	4	26	16	0	0	46	\$2,158
4.4 - Final Plan Package									
4.4.A - Submission of Final Tracings and Documentation		20	40	40		50		150	\$7,543
TOTAL 4.4 - Final Plan Package	0	20	40	40	0	50	0	160	\$7,543
4.5 - Project Management for Final Engineering and Right of Way									
4.5.A - Meetings		8	8	8				24	\$1,564
4.5.B - General Oversight		36	36					72	\$5,513
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	44	44	8	0	0	0	96	\$7,077
4.6 - Pre-Bid Activities									
Hours are included in the If Authorized Section									
4.6.A - Pre-Bid Questions								0	\$0
TOTAL 4.6 - Pre-Bid Activities	0	0	0	0	0	0	0	0	\$0
TOTAL - Final Engineering Phase	0	90	212	478	46	442	0	1268	\$57,308

C-R-S
 Consultant: WSP USA Inc.
 Agreement No.
 Modification No. 1
 PID No.
 Proposal Date 9/30/2019

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

Task Description	Principal	Project	Sr	Engineer	Sr Tech	Tech	Proj Acct/ Clerical	Total	
	\$91.64	\$86.97	\$66.17	\$42.41	\$49.42	\$29.20	\$38.32	Hours	Cost
5 - Construction Phase									
5.1 - On-going Services during Construction									
5.1.A - On-going Services During Construction Hours are Included in the If Authorized Section									
TOTAL 5.1 - On-going Services during Construction									
TOTAL - Construction Phase	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS	0	361	1479	3419	813	2189	0	8261	\$378,360
IF-AUTHORIZED TASKS:									
2.7.C.C - Subsurface Utility Engineering (SUE)		2	2	4				8	\$476
3.4.C.D - Set R/W Pins after acquisition				16				16	\$679
3.4.C.E - Temporary R/W Staking			8		8			16	\$925
3.4.C.F - Reset Monument Box			2					2	\$132
4.6.A - Pre-Bid Questions		10	20	10				40	\$2,617
5.1.A - On-going Services During Construction		24	24	32				80	\$5,032
TOTAL IF-AUTHORIZED PARTS	0	36	56	62	8	0	0	162	\$9,861
GRAND TOTAL	0	397	1535	3481	821	2189	0	8423	\$388,221

C-R-S Fields Ertel Road Phase B

DIRECT COSTS

Consultant: WSP USA Inc.
 Agreement No. 0
 Modification No. 1
 PID No. 0
 Proposal Date 9/30/2019

Task Description	Unit Cost:	Mileage	Copies	Display Boards	Shipping	US Mail	Large Plots	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.3 - AER Design											
2.3.F.C - Conceptual MOT Plan (Without MOTAA)											\$0
TOTAL 2.3 - AER Design		0	0	0	0	0	0	0	0	0	\$0
2.6 - Public Involvement/Coordination											
2.6.A - Public Involvement / Coordination		200	200	5	1						\$1,681
TOTAL 2.6 - Public Involvement/Coordination		200	200	5	1	0	0	0	0	0	\$1,681
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 - Fields Ertel											\$0
2.7.A.G - Plan and Profile - Snider											\$0
2.7.A.H - Plan and Profile - Wilkens Blvd											\$0
2.7.A.J - Intersection 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.B - Drainage											
2.7.B.A - Storm Sewer Profiles											\$0
2.7.B.B - Culvert Detail Sheet											\$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		80	200				100				\$586
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											\$0
2.7.E - Retaining Wall Plans											\$0
2.7.G - Miscellaneous											
2.7.G.A - Perform Airway/Highway clearance analysis											\$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones											
2.7.H.A - Roadway/Interchange Costs											\$0
2.7.H.C - Utility Costs											\$0
2.7.I - Lighting Plans											
2.7.J - Maintenance of Traffic											
2.7.J.C - Conceptual MOT Revision							60				\$250
2.7.J.D - MOT Coordination Discussions											\$0
2.7.K - Signal Plans											\$0
TOTAL 2.7 - Stage 1 Design		60	200	0	0	0	160	0	0	0	\$836
2.8 - Project Management for Preliminary Engineering Phase											
2.8.A - Meetings		200									\$116
2.8.B - General Oversight		200	500		6	500	100				\$1,116
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		400	500	0	6	500	100	0	0	0	\$1,232
Total - 2 Preliminary Engineering Phase		680	900	5	6	500	250	0	0	0	\$3,749

3 - Environmental Engineering Phase

3.3 - Stage 2											
3.3.A - Roadway											
3.3.A.A - Title Sheet											\$0
3.3.A.B - Schematic											\$0
3.3.A.C - General Notes											\$0

C-R-S Fields Ertel Road Phase B

DIRECT COSTS

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 Modification No. 1
 PID No. 0
 Proposal Date 9/30/2019

Task Description	Unit Cost:	Mileage	Copies	Display Boards	Shipping	US Mail	Large Plots	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
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.B - Drainage											\$0
3.3.B.A - Storm Sewer Profiles											\$0
3.3.B.B - Culvert Detail Sheets including headwall and wingwall											\$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
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											\$0
3.3.C.A - Pavement Marking Plan											\$0
3.3.C.B - Signing Plan											\$0
3.3.D - Signals & ITS											\$0
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.E - Maintenance of Traffic											\$0
3.3.E.A - MOT General Notes											\$0
3.3.E.E - MOT Typical Sections											\$0
3.3.E.F - MOT Plan Sheets							100				\$500
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)											\$0
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.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.F - Lighting Plan											\$0
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.J - Utilities											\$258
3.3.J.A - Utility Coordination and Documentation		100	100		5	100					\$0
3.3.J.B - Water Works Plan											\$0
3.3.J.C - Water Works Details & Notes											\$0
3.3.K - Geotechnical Services											\$0
3.3.K.A - Finalize Geotechnical Investigation and Report											\$0
TOTAL 3.3 - Stage 2		100	100	0	5	100	100	0	0	0	\$758
3.4 - Right of Way Plans											\$0
3.4.A - Conceptual Right of Way Plan Review											\$0
3.4.B - Preliminary Right of Way Plans											\$0
3.4.B.A - Legend Sheet											\$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 - Special Plats											\$0
3.4.B.G - Legal Descriptions and Closure Calculations											\$116
3.4.B.I - Field Review		200									\$0
3.4.C - Final Right of Way Plans											\$0
3.4.C.A - Final Right of Way Plans											\$58
3.4.C.B - Field Review & Verify Property Owners		100									\$0
3.4.C.C - Record Centerline Plat and all appropriate documents											\$0
3.4.C.D - Set R/W Pins after acquisition											\$0
3.4.C.E - Temporary R/W Staking											\$0
3.4.C.F - Reset Monument Box											\$0
TOTAL 3.4 - Right of Way Plans		300	0	0	0	0	0	0	0	0	\$174

Expenses are included in If Authorized
 Expenses are included in If Authorized
 Expenses are included in If Authorized

C-R-S Fields Ertel Road Phase B

DIRECT COSTS

Version:
Feb 2017

Consultant: WSP USA Inc.
 Agreement No. 0
 Modification No. 1
 PID No. 0
 Proposal Date 9/30/2019

Task Description	Unit Cost:	Mileage	Copies	Display Boards	Shipping	US Mail	Large plots	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
3.8 - Prepare Cost Estimates and Revise Milestone											
3.8.A - Roadway/Interchange 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
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings		500									\$290
3.9.B - General Oversight			500		10	500	100				\$1,125
TOTAL 3.9 - Project Management for Environmental Engineering Phase		500	500	0	10	500	100	0	0	0	\$1,415
Total - 3 Environmental Engineering Phase		900	600	0	15	600	200	0	0	0	\$2,347

4 - Final Engineering and R/W Phase											
4.2 - Stage 3 Detailed Design Plans											
4.2.A - Quantities and Notes											
4.2.A.A - Pavement Subsummary											\$0
4.2.A.B - Drainage Subsummary											\$0
4.2.A.C - Roadway Subsummary											\$0
4.2.A.E - Maintenance of Traffic Subsummary											\$0
4.2.A.F - Pavement Marking Subsummary											\$0
4.2.A.G - Signing Subsummary											\$0
4.2.A.H - Signal Subsummary											\$0
4.2.A.J - Retaining Wall Subsummary											\$0
4.2.A.K - Lighting Subsummary											\$0
4.2.A.M - General Summary Sheet											\$0
4.2.A.O - Reinforcing Steel Schedule											\$0
4.2.A.P - General Notes											\$0
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)											\$0
4.2.A.R - Lighting Notes											\$0
4.2.B - Traffic Signal Plans & ITS Plans											
4.2.B.A - Wiring diagram & pole orientation											\$0
4.2.B.B - Timing Chart											\$0
4.2.B.C - Elevation Views of Mast Arm Poles											\$0
4.2.B.D - Traffic Signal Signs											\$0
4.2.C - Signing Plans											
4.2.C.A - Signing Plans											\$0
4.2.C.B - Elevation View of Major Signs											\$0
4.2.C.C - SignCAD											\$0
4.2.E - Lighting Plans											
4.2.E.A - Lighting Details											\$0
TOTAL 4.2 - Stage 3 Detailed Design Plans		0	0	0	0	0	0	0	0	0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											\$0
4.3.D - Utility Costs											\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	0	0	0	0	0	\$0
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation											\$0
4.4 - Final Plan Package		0	200	0	0	0	0	0	0	0	\$0
4.5 - Project Management for Final Engineering and Right of Way											
4.5.A - Meetings		500									\$290
4.5.B - General Oversight			500			200					\$210
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		500	500	0	0	200	0	0	0	0	\$500
4.6 - Pre-Bid Activities											
Expenses are included in If Authorized											
4.6.A - Pre-Bid Questions											\$0
TOTAL 4.6 - Pre-Bid Activities		0	0	0	0	0	0	0	0	0	\$0
TOTAL - Final Engineering Phase		500	500	0	0	200	0	0	0	0	\$500

C-R-S **Fields Ertel Road Phase B**
Consultant: WSP USA Inc.
Agreement No. 0
Modification No. 1
PID No. 0
Proposal Date 9/30/2019

DIRECT COSTS

Task Description	Unit Cost:	Mileage	Copies	Display Boards	Shipping	US Mail	Large plots	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
5 - Construction Phase											
5.1 - On-going Services during Construction											
5.1.A - On-going Services During Construction <i>Expenses are included in If Authorized</i>											
TOTAL 5.1 - On-going Services during Construction											
TOTAL - Construction Phase 0 0 0 0 0 0 0 0 0 0 \$0											
TOTAL AUTHORIZED PARTS		2080	2000	5	21	1300	450	0	0	0	\$6,596
IF-AUTHORIZED TASKS:											
2.7.C.C - Subsurface Utility Engineering (SUE)											\$0
3.4.C.D - Set R/W Pins after acquisition											\$0
3.4.C.E - Temporary R/W Staking											\$0
3.4.C.F - Reset Monument Box											\$0
4.6.A - Pre-Bid Questions											\$116
6.1.A - On-going Services During Construction											200
TOTAL IF-AUTHORIZED PARTS		200	0	0	0	0	0	0	0	0	\$116
GRAND TOTAL		2280	2000	5	21	1300	450	0	0	0	\$6,712

SCOPE OF SERVICES

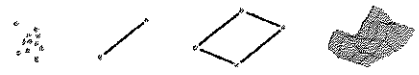
C-R-S		Fields Ertel Road Phase B								
Consultant:	WSP USA Inc.									
Agreement No.	0									
Modification No.	1									
PID No.	0									
Proposal Date	9/30/2019									
Task Description	Consultant	ODOT	LPA	If-Authorized	Narrative					
2.3 - AER Design										
2.3.F.C - Conceptual MOT Plan (Without MOTAA)	X				Develop Conceptual MOT Plan (44 hours)					
2.6 - Public Involvement/Coordination										
2.6.A - Public Involvement / Coordination	X				3 people to attend 1 public meeting with prep work and follow up - 36 hours					
2.7 - Stage 1 Design										
2.7.A - Roadway										
2.7.A.A - Title Sheet	X				Update 3 title sheets - 24 hours					
2.7.A.B - General Notes	X				Update 1 sheet and add 4 more sheets - (1 sheet x 4 hours) + (4 sheets x 8 hours) = 36					
2.7.A.C - Schematic Plan	X				Update 3 sheets x 4 hours = 12 hours					
2.7.A.D - Typical Sections	X				Update 9 typical sections x 4 = 36 hours					
2.7.A.E - Cross Sections	X				Add 20 sections for Wilkens Blvd. x 3 hours = 60 hours					
2.7.A.F - Plan and Profile - Fields Ertel	X				Update 10 sheets x 14 hours = 140 hours					
2.7.A.G - Plan and Profile - Snider	X				Update 2 sheets x 14 hours = 28 hours					
2.7.A.H - Plan and Profile - Wilkens Blvd.	X				Add 2 sheets x 24 hours = 48 hours					
2.7.A.J - Intersection Details	X				11 Intersections x 16 hours = 176 hours					
2.7.A.L - Driveway Details	X				27 drives x 10 hours = 270 hours					
2.7.A.M - Design Exception Request	X				Estimate of 4 design exceptions x 12 hours = 48 hours					
2.7.A.N - Traffic Control	X				Update 14 sheets x 8 hours = 112 hours					
2.7.B - Drainage										
2.7.B.A - Storm Sewer Profiles	X				66 stations x 1 hour = 66 hours for update					
2.7.B.B - Culvert Detail Sheet	X				3 culvert x 20 hours = 60 hours. Low complexity plans are anticipated for the extension of existing CMP culverts in the project.					
2.7.B.D - Drainage Calculations	X				storm sewer calculations. Total = 78 hours					
2.7.B.E - BMP Design	X				66 stations x 2 hours = 132					
2.7.C - Utilities										
2.7.C.A - Utility Coordination and Documentation	X				Coordination with the utility companies within the project limits					
2.7.C.B - Description of proposed water and/or sewer work	X				Identify the possible impact to 16" and 8" water lines					
2.7.C.C - Subsurface Utility Engineering (SUE)	X			X	Coordinate with Subs - 8 hours					
2.7.C.D - Add Utilities to Plan/Profile Sheets	X				12 sheets x 3 hours = 36 hours					
2.7.D - Geotechnical Services										
2.7.D.A - Geotechnical Services and Report	X				Coordination with the geotechnical sub-consultant					
2.7.E - Retaining Wall Plans	X				26 sheets at 50 hours per sheet for an offer of 1,300 hours. Plan sheets will detail five walls of medium complexity: three concrete cantilever walls and two pile & lagging walls with drilled shaft embedment. Sheets include site plan, profile, structure notes and quantities, and structure details for dimensions, concrete reinforcement, incorporation of culverts, limits of piles and shafts, and placement of lagging.					
2.7.G - Miscellaneous										
2.7.G.A - Perform Airway/Highway clearance analysis	X				Perform the airway/highway clearance according to ODOT L&D manual					
2.7.H - Prepare C2 Cost Estimates and Update Milestones										
2.7.H.A - Roadway/Interchange Costs	X				Cost estimate will be performed using ODOT Estimator					
2.7.H.C - Utility Costs	X				Cost estimate will be performed using ODOT Estimator					
2.7.I - Lighting Plans	X				Update Lighting Sheets = 13 hours					
2.7.J - Maintenance of Traffic										
2.7.J.C - Conceptual MOT Revision	X				Adding to the conceptual plans 12 hours per phase x 2 phases = 24 hours					
2.7.J.D - MOT Coordination Discussions	X				1 meeting @ 14 hours					
2.7.K - Signal Plans	X				Update 2 sheets x 12 hours = 24 hours					
2.8 - Project Management for Preliminary Engineering Phase										
2.8.A - Meetings	X				5 meeting for 2 people at 4 hours each = 40 hours					
2.8.B - General Oversight	X				6 months x 24 hours = 144 hours					
3.3 - Stage 2										
3.3.A - Roadway										
3.3.A.A - Title Sheet	X				3 sheets x 4 hours = 12 hours					
3.3.A.B - Schematic	X				3 x 6 hours = 18 hours					
3.3.A.C - General Notes	X				5 x 12 hours = 60 hours					
3.3.A.D - Typical Sections	X				9 sections x 4 hours = 36 hours					
3.3.A.E - Plan and Profile - Fields Ertel	X				Update 10 sheets x 12 hours = 120 hours					
3.3.A.F - Plan and Profile - Snider	X				Update 2 sheets x 12 hours = 24 hours					
3.3.A.G - Plan and profile - Wilkens	X				Update 2 sheets x 12 hours = 24 hours					
3.3.A.H - Cross Sections	X				115 sections x 1.5 hours = 172 hours					
3.3.A.I - Intersection Details	X				11 Intersections x 16 hours = 176 hours (including all the curb ramp details)					
3.3.B - Drainage										
3.3.B.A - Storm Sewer Profiles	X				66 stations x 0.5 hours = 33 hours					
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details	X				3 culverts at 8 hours per culvert for an offer of 24 hours. Low complexity plans are anticipated for the extension of existing CMP culverts. Headwalls/endwalls will be standard units or integrated with earth retention walls.					
3.3.B.C - Channel Relocation Details	X				N/A					
3.3.B.D - Underdrain details	X				66 stations x 1 hour = 66 hours					
3.3.B.E - BMP Details	X				2 ponds x 40 hours + (66 stations x 0.25) = 96 hours					
3.3.B.F - Temporary Drainage (MOT)										
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary	X				1.16 miles x 12 hours per phase x 2 phases = 28 hours					
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage	X				1.16 miles x 16 hours per phase x 2 phases = 37 hours					
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details	X				2 culverts x 24 hours = 48 hours					

Task Description	Consultant	ODOT	LPA	If-Authored	Narrative
3.3.B.F.4 - Temporary Drainage (MOT) – Temporary Shoring	X				2 cantilever x 24 hours = 48 hours
3.3.C - Traffic Control					
3.3.C.A - Pavement Marking Plan	X				14 plan sheets x 7 Hours = 98 Hours
3.3.C.B - Signing Plan	X				14 plan sheets x 8 Hours = 112 Hours
3.3.D - Signals & ITS					
3.3.D.A - Signal Plan Sheets	X				Signal plan sheets 2 Intersections = 82 Hours
3.3.D.B - Interconnect Details	X				Interconnect plan sheets = 13 Hours
3.3.D.C - Systems Engineering Analysis	X				Analysis = 16 Hours
3.3.E - Maintenance of Traffic					
3.3.E.A - MOT General Notes	X				5 sheets x 8 hours = 40 hours
3.3.E.E - MOT Typical Sections	X				MOT will be done for 3 separate segments starting with Seg. 1 - Snider to Kensington, Seg. 2 - Kensington to Brisben and Seg. 3 Brisben to Wilkens Seg 1 - 4 typicals x 2 phases x 4 hours = 32 hours Seg 2 - 6 typicals x 2 phases x 4 hours = 40 hours Seg 3 - 2 typicals x 2 phases x 4 hours = 16 hours Total = 88 hours
3.3.E.F - MOT Plan Sheets	X				22 sheets x 24 hours = 528 hours
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	X				Adjustment of heads, timing and detection. 2 signals x 2 phases x 20 hours = 80 hours
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	X				2 signals x 8 hours = 16 hours
3.3.E.J - MOT Coordination Discussions	X				1 meeting x 14 hours
3.3.E.K - MOT Constructability Coordination	X				medium effort - 24 hours
3.3.E.L - Temporary Pavement Sections and Earthwork	X				Impact to 350' at each tie-in location for 3 segments @ 60' intervals = 7 sections 8 potential temporary pavement areas x 7 sections x 1 hour = 56 hours
3.3.F - Lighting Plan					
3.3.F.A - Lighting Analysis	X				Prepare Lighting Analysis Using Visual Software = 30 Hours
3.3.F.B - Power/Circuit Layout & Details	X				Prepare 2 Plan Sheets x 21 Hours = 42 Hours
3.3.F.C - Lighting Plan and Details	X				Prepare 4 Plan Sheets x 31 Hours = 124 Hours
3.3.F.D - Voltage Drop Calculations	X				Prepare Voltage Drop Calc. = 11 Hours
3.3.F.E - Power Service	X				Power service design and coordination = 9 Hours
3.3.J - Utilities					
3.3.J.A - Utility Coordination and Documentation	X				Coordination - 24 hours
3.3.J.B - Water Works Plan	X				4 plan sheets x 36 hours = 144 hours
3.3.J.C - Water Works Details & Notes	X				6 notes and detail sheets x 16 hours = 96 hours
3.3.K - Geotechnical Services					
3.3.K.A - Finalize Geotechnical Investigation and Report	X				Coordination with the sub
3.4 - Right of Way Plans					
3.4.A Conceptual Right of Way Plan Review	X				12 sheet x 4 hours = 48 hours
3.4.B - Preliminary Right of Way Plans					
3.4.B.A - Legend Sheet	X				Update sheet 10 hours
3.4.B.B - Centerline Survey Plat	X				No Centerline Plat will be prepared
3.4.B.C - Property Map	X				3 sheets x 26 = 78 hours
3.4.B.D - Summary of Additional Right of Way	X				38 owners x 2 hours = 76
3.4.B.E - Detailed ROW Plan Sheets	X				12 sheets x 24 hours = 288 hours
3.4.B.F - Special Plats	X				Required by Warren County 1 per parcel 8.6"x11" - 12 x 8 hours = 96 hours
3.4.B.G - Legal Descriptions and Closure Calculations	X				49 x 3 hours = 147 hours
3.4.B.I - Field Review	X				12 sheets x 3 hours = 36 hours
3.4.C - Final Right of Way Plans					
3.4.C.A Final Right of Way Plans	X				30 sheets x 2.5 hours = 75 hours
3.4.C.B- Field Review & Verify Property Owners	X				12 sheets x 1.5 hours = 18 hours
3.4.C.D - Set R/W Pins after acquisition	X			X	Coordination with Subs
3.4.C.E - Temporary R/W Staking	X			X	Coordination with Subs
3.4.C.F - Reset Monument Box	X			X	Coordination with Subs
3.8 - Prepare Cost Estimates and Revise Milestone					
3.8.A - Roadway/Interchange Costs	X				Prepare cost estimate using ODOT's Estimator - 30 hours
3.8.C - Utility Costs	X				Prepare cost estimate using ODOT's Estimator - 6 hours
3.9 - Project Management for Environmental Engineering Phase					
3.9.A - Meetings	X				2 meetings x 3 people x 4 hours = 24 hours
3.9.B - General Oversight	X				4 months x 20 hours = 80 hours
4.2 - Stage 3 Detailed Design Plans					
4.2.A - Quantities and Notes					
4.2.A.A - Pavement Subsummary	X				1 sheet x 18 hours x 3 projects = 54 hours
4.2.A.B - Drainage Subsummary	X				1 sheet x 8 hours x 3 projects = 24 hours
4.2.A.C - Roadway Subsummary	X				1 sheets x 24 hours x 3 projects = 72 hours
4.2.A.E - Maintenance of Traffic Subsummary	X				22 sheets x 1 hour = 22 hours 2 phases x 1.16 miles x 2 hours = 4 hours Total = 26 hours
4.2.A.F - Pavement Marking Subsummary	X				Prepare Subsummary 4 sheets x 17 Hours = 68 Hours
4.2.A.G - Signing Subsummary	X				Prepare Subsummary 4 sheets x 17 Hours = 68 Hours
4.2.A.H - Signal Subsummary	X				Prepare Subsummary 2 signals x 27 Hours = 54 Hours
4.2.A.J - Retaining Wall Subsummary	X				1 sheet at 20 hours per sheet for an offer of 20 hours. ODOT offers no fee estimation guidance for this task, so the rate is adopted from Task 4.2.A.M (General Summary Sheet) of medium complexity.
4.2.A.K - Lighting Subsummary	X				Prepare 1 sheet x 17 Hours = 17 Hours
4.2.A.M - General Summary Sheet	X				4 sheets x 18 hours x 3 projects = 216 hours
4.2.A.O - Reinforcing Steel Schedule	X				3 sheets at 32 hours per sheet for an offer of 96 hours. One sheet is anticipated for each concrete cantilever wall.
4.2.A.P - General Notes	X				5 sheets x 6 hours = 30 hours

Task Description	Consultant	ODOT	LPA	If Authorized	Narrative
4.2.A.Q - Driveway Subsummary or Driveway Details (if Included on	X				(27 drives x 0.75 hours) + 8 hours = 28 hours
4.2.A.R - Lighting Notes	X				Prepare 2 sheets x 23 Hours = 46 Hours
4.2.B - Traffic Signal Plans & ITS Plans					
4.2.B.A - Wiring diagram & pole orientation	X				2 signals x 13 Hours = 26 Hours
4.2.B.B - Timing Chart	X				2 signals x 13 Hours = 26 Hours
4.2.B.C - Elevation Views of Mast Arm Poles	X				2 signals x 8 Hours = 16 Hours
4.2.B.D - Traffic Signal Signs	X				2 signs x 5 Hours = 10 Hours
4.2.C - Signing Plans					
4.2.C.A - Signing Plans	X				4 sheets x 3 Hours = 12 Hours
4.2.C.B - Elevation View of Major Signs	X				2 sign structures x 6 Hours = 12 Hours
4.2.C.C - SignCAD	X				2 Signs x 4 Hours = 8 Hours
4.2.E - Lighting Plans					
4.2.E.A - Lighting Details	X				Lighting Details = 37 Hours
4.3 - Prepare Cost Estimate and Revise Milestone					
4.3.A - Roadway/Interchange Costs	X				Prepare cost estimate using ODOT's Estimator - 40 hours
4.3.D - Utility Costs	X				Prepare cost estimate using ODOT's Estimator - 6 hours
4.4 - Final Plan Package					
4.4.A - Submission of Final Tracings and Documentation	X				600 sheets x 0.25 = 150 hours
4.5 - Project Management or Final Engineering and Right of Way					
4.5.A - Meetings	X				2 meetings x 3 people x 4 hours = 24 hours
4.5.B - General Oversight	X				6 months x 12 hours = 72 hours
4.6 - Pre-Bid Activities					
4.6.A - Pre-Bid Questions	X			X	40 hours as a placeholder
5.1 - On-going Services during Construction					
5.1.A - On-going Services During Construction	X			X	80 hours as a placeholder

SUBCONSULTANT PROPOSALS

BERDING SURVEING



September 27, 2019

Mr. Duane Phelps, PE
WSP
312 Elm Street, Suite 2500
Cincinnati, OH 45202

SUBJECT: Fields Ertel Road (WAR CR 1- HAM CR 4), Snider Road (WAR CR 58 – HAM CR 227) and Wilkens Blvd (CR 610) Phase B,

Dear Duane,

We are responding with a price proposal associated with the additional services outlined in email correspondences and restated below.

RIGHT OF WAY PLAN DEVELOPMENT

A set of right of way plans will be developed by WSP. Berding will provide a limited review of the plans along with a signed and sealed certification as to our firm's re-establishment of the existing right-of-way and existing property lines.

FEE THIS ITEM \$2,241 l.s.

RESET MONUMENT BOX (if Authorized)

The existing monument box assembly at Fields Ertel and Montgomery Road will need to be re-set. We are providing pricing to mark the location of the box for the contractor to place the assembly and our services assist with then setting the pin or point within the box. We will not place the box.

FEE THIS ITEM \$1,140 l.s.

FIELD STAKING ON AS NEEDED BASIS (if Authorized)

Provide existing right of way stakes, proposed right of way stakes and standard highway and temporary easements staking to establish the right of way and to aid in right of way acquisition. (per parcel pricing)

FEE THIS ITEM \$440 ea.

IRON PINS FEE SIMPLE ACQUISITIONS (if Authorized)

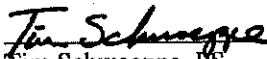
Setting new RIGHT OF WAY / Property Corner pins in case the right-of-way is acquired in fee simple. (For Hamilton County side of Fields Ertel Rd with Fee Simple Takes). (per parcel pricing)

FEE THIS ITEM \$440 ea.

TEST DIG/ BORE LOCATIONS (if Authorized)

Provide survey support to locate up to 15 test bore locations.

FEE THIS ITEM \$1,140 l.s.

 09/27/2019
Tim Schwoeppe, PS Date
REV. 09/27/2019

Signature Date

RASOR



**PROPOSED COMMUNICATIONS SERVICES FOR WSP
January 2019 through December 2019**

The following proposal outlines communications and public outreach services to be performed on behalf of WSP in support of the Fields-Ertel Road widening project for the Warren County Engineer's Office. All work will be performed on an 'as authorized' basis, meaning only those services explicitly authorized by WSP will be submitted for billing.

Services/Descriptions	RMC Deliverables/Activity	Estimate
Public Involvement Meeting Materials	Rasor will review the boards prepared by WSP for the public involvement meeting and provide feedback to ensure meeting materials align with project area messaging and are easily understood by the general public.	\$1,590 (12 hours)
Develop Project Handouts	Rasor will work with WSP and WCEO to develop a project fact sheet related to the planned Fields-Ertel widening project. Additional materials may also include a Frequently Asked Questions document that will be drafted in coordination with the project team based on anticipated concerns within and surrounding the project area.	\$3,900 (30 hours)
WCEO Coordination	Rasor will work closely with the WCEO team to coordinate logistics and information related to the public involvement meeting. Rasor will contribute key learnings from implementation of the public outreach program for the southwest Warren County program of projects, including previous public involvement outreach at the Fields-Ertel Interchange.	\$1,920 (12 hours)
Meeting Attendance	One representative from Rasor will attend the public involvement meeting and provide on-site counsel and meeting support, as needed.	\$960 (6 hours)
WSP Coordination	Rasor will work with the WSP team to obtain project-related information that will inform development and review of meeting materials and other outreach work. Rasor will meet with the project team and prepare summary information, as appropriate.	\$1,600 (12 hours)
TOTAL		\$9,970 (72 hours)

Rasor bills clients at hourly rates ranging from \$45-\$195, depending on the level of the person performing the work. Time is recorded in 15-minute increments with monthly detailed reports available upon request. The project estimate is a not-to-exceed amount. Any out-of-pocket expenses incurred on the client's behalf will be submitted for approval in advance.

TERRACON

September 27, 2019



WSP USA, Inc.
312 Elm St. Ste 2500
Cincinnati, Ohio 45202-2723

Attn: Mr. Duane Phelps, P.E.
P: (513) 639 2138
E: duane.phelps@wsp.com

Re: Proposal for Geotechnical Engineering Services
Fields Ertel Road Improvements- Retaining Walls
Fields Ertel Road
Deerfield, Warren/Hamilton Counties, Ohio
Terracon Proposal No. PN1185313

Dear Mr. Phelps:

We appreciate the opportunity to submit this proposal to WSP USA, Inc. (WSP) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Terracon previously performed geotechnical services for the roadway portion of this project that are summarized in the report dated March 13, 2019. Our base fee to perform the scope of services described in this proposal is \$55,250. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Supplemental Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

David W. Westendorf, P.E.
Senior Associate

Jeff D. Dunlap, P.E.
Senior Geotechnical Engineer

Terracon Consultants, Inc. 611 Lunken Park Drive Cincinnati, Ohio 45226
P (513) 321 5816 F (513) 321 0294 terracon.com

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 12/12/2018, Agreement reference number N1185313) is between WSP USA Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See proposal dated 9/27/2019

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See proposal dated 9/27/2019

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **9/27/2019**
Name/Title: **Jeffrey D Dunlap / Project Geotechnical Engineer II**
Address: **611 Lunken Park Dr
Cincinnati, OH 45226-1813**
Phone: **(513) 321-5816** Fax: **(513) 321-0294**
Email: **Jeff.Dunlap@terracon.com**

Client: **WSP USA Inc.**
By: _____ Date: _____
Name/Title: **Duane Phelps**
Address: **312 Elm St Ste 2500
Cincinnati, OH 45202-2723**
Phone: _____ Fax: _____
Email: **phelpsd@pbworld.com**

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio

September 27, 2019 ■ Terracon Proposal No. PN1185313

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by WSP and the expected subsurface conditions as described below. It is our understanding that this project is not an ODOT project and does not need to be performed by all ODOT specifications and requirements. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along Fields Ertel Road between Snider Road and Wilkens Boulevard in Deerfield, Warren/Hamilton Counties, Ohio. Latitude/Longitude 39.293286° N 84.336612° W (approximate) (See Exhibit D)
Existing Improvements	Existing roadway, above/below grade utilities
Current Ground Cover	Asphalt pavement, grass/brush alongside roadway
Site Access	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development including the previous roadway borings and geologic maps indicates subsurface conditions consist of glacial soils (lean clay with variable amounts of gravel, sand, and silt)

Planned Construction

Item	Description
Information Provided	Fields Ertel Partial Plan Set dated 9/25/2019
Project Description	Improvement along Fields Ertel Road from 300+/- feet west of Snider Road to 300+/- feet east of Wilkens Blvd including pavement rehabilitation and widening (Phase A). Total project length approximately 4,300 feet. Retaining walls and culverts will be required to complete the roadway improvements.
Existing Topography	Elevations of this section of Fields Ertel Road range from approximately 856 feet at the east and west ends and sloping down to approximately 815 feet in the center portion with slight rises and dips.
Estimated Start of Construction	2020

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio

September 27, 2019 ■ Terracon Proposal No. PN1185313

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. This phase of the project includes test borings and recommendations for the retaining wall and culvert portions of the project. The services included in this phase of the project are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
3 (B-1 to B-3)	50	Wall #1
3 (B-4 to B-6)	60	Wall #2
2 (B-7 & B-8)	50	Wall #4
2 (B-9 & B-10)	50	Wall #5
2 (B-11 & B-12)	40	Wall #6

1. Below ground surface

2. Wall #3 not shown on provided set of plans and is not included in the scope provided.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated accuracy of +/-1 feet. Field measurements from existing site features may be utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using hollow stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Where borings are located in the existing pavement, it will be augered and measurements of the pavement and granular base thickness taken in the borehole. Soil sampling is typically performed using split-barrel sampling procedures. In the split-barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio
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Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ rock core barrel) will be performed at the borings. A minimum of 10 feet of rock coring will be performed at each boring. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our compensation and budget considers water will need to be hauled to the site.

Our exploration team prepares field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Geophysical Testing: Due to the difficult access at this time to the full wall alignments, Terracon is proposing a geophysical survey to obtain subsurface data between test boring locations to map the soil layers/top of bedrock using seismic refraction methods. We plan to perform a geophysical survey at along each of the wall alignments for this project.

A seismic refraction system consisting of a SeismicSource DAQLink III seismograph (or equivalent) in a linear array of 24 geophones will be used to derive subsurface seismic velocity information. Multiple arrays will be placed on the project site. The arrays are anticipated to be 180 to 400 feet long with a geophone spacing of 5-15 feet, depending on accessible space. The arrays will be placed in a straight line, with geophones placed on paved surfaces. Seismic source shots will be taken along the array using a sledge hammer and metal plate.

Multi-channel analysis of surface waves (MASW) is performed by collecting surface waves created by a seismic source consisting of a sledgehammer striking an aluminum ground plate. Multiple source strikes will be completed along the line with the sledge hammer while recording the seismic response. 1D profiles will be created at each interval and then combined to yield a 2D profile. These 2D profiles are then examined for changes in shear wave velocities to indicate changes in stiffness and density. The data is then processed using dispersion analysis software (SurfSeis, engineered by the Kansas Geological Survey) that extracts the fundamental-mode dispersion curve(s). The curves are inverted and modeled to yield 1D and 2D shear-wave velocity profiles along the array for a corresponding depth.

It should be noted that, as with any geophysical testing method, the processes rely on instrument signals to indicate physical conditions in the field. Signal information can be affected by on-site conditions beyond the control of the operator such as but not limited to, soil types, soil moisture, and/or ambient site activity. Heavy vehicular traffic immediately adjacent to the lines can interfere with the data collections. Interpretation of those signals is based on a combination of known factors combined with the experience of the operator and geophysical scientist evaluating the

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio
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results. The results from the geophysical survey will be compared to the results from the borings to ensure data accuracy. As with all geophysical methods, the results provide a level of confidence but should not be considered absolute.

Property Disturbance: We will backfill the borings with auger cuttings after completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Excess auger cuttings will be dispersed in the general vicinity of the borehole. For safety, test borings located in the roadway or pedestrian areas will be backfilled with a concrete plug at the surface and the surface patched.

Site clearing will be required to access approximately 7 of the proposed test boring locations. We have budgeted 3 days of site clearing using a skid-steer loader to perform the necessary clearing. Areas that are currently grass-covered will be restored after the completion of exploration activities by smoothing and ruts with the skid steer and placing seed and straw.

Laboratory Testing

The project engineer will review the field data and assign various laboratory tests to better understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- Water content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength
- Triaxial compression
- Grain size analysis
- Consolidation

Our laboratory testing program will include examination of soil samples by an engineer. We will describe and classify soil and rock samples in accordance with the ODOT Classification System.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio
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unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through OUPS. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Terracon will utilize a traffic control subcontractor to perform a single lane closure to perform the test borings located in the roadway or roadway shoulder. We have budgeted considering work hours of 9am to 3pm and estimate the field work in the roadways will take 2-3 days to complete. If work is to be performed outside these hours, additional costs would apply for nighttime traffic control.

Site Access: Terracon must be granted access to the site by the property owner(s). By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the properties for conducting field exploration in accordance with the scope of services. Anticipated site access paths have been shown on the included proposed test boring plan.

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer. The engineer develops a geotechnical site characterization and performs the engineering calculations necessary to develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project is delivered using our **GeoReport** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Project Planning
- Site Characterization
- Geotechnical Engineering

Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio

September 27, 2019 ■ Terracon Proposal No. PN1185313

When services are complete, we will upload a printable version of our completed final geotechnical engineering report, including the professional engineer's signature, which documents our services. Previous submittals, collaboration, and final report are maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The final geotechnical engineering report provides the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for the retaining walls including lateral earth pressures, foundation recommendations, and lateral design parameters for design by WSP. Design and development of construction plans for the retaining wall is not included in the scope of our services at this time.



Proposal for Geotechnical Engineering Services

Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio

September 27, 2019 ■ Terracon Proposal No. PN1185313

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned scope of services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Traffic Control, Site Clearing/Limited Restoration, Geophysical Survey, Laboratory Testing, Geotechnical Consulting & Reporting	\$55,250

This fee/schedule is valid for 120 days from the date of the proposal. We will invoice you for about ½ of our total fee upon completion of our field work and the remainder upon completion of our report.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

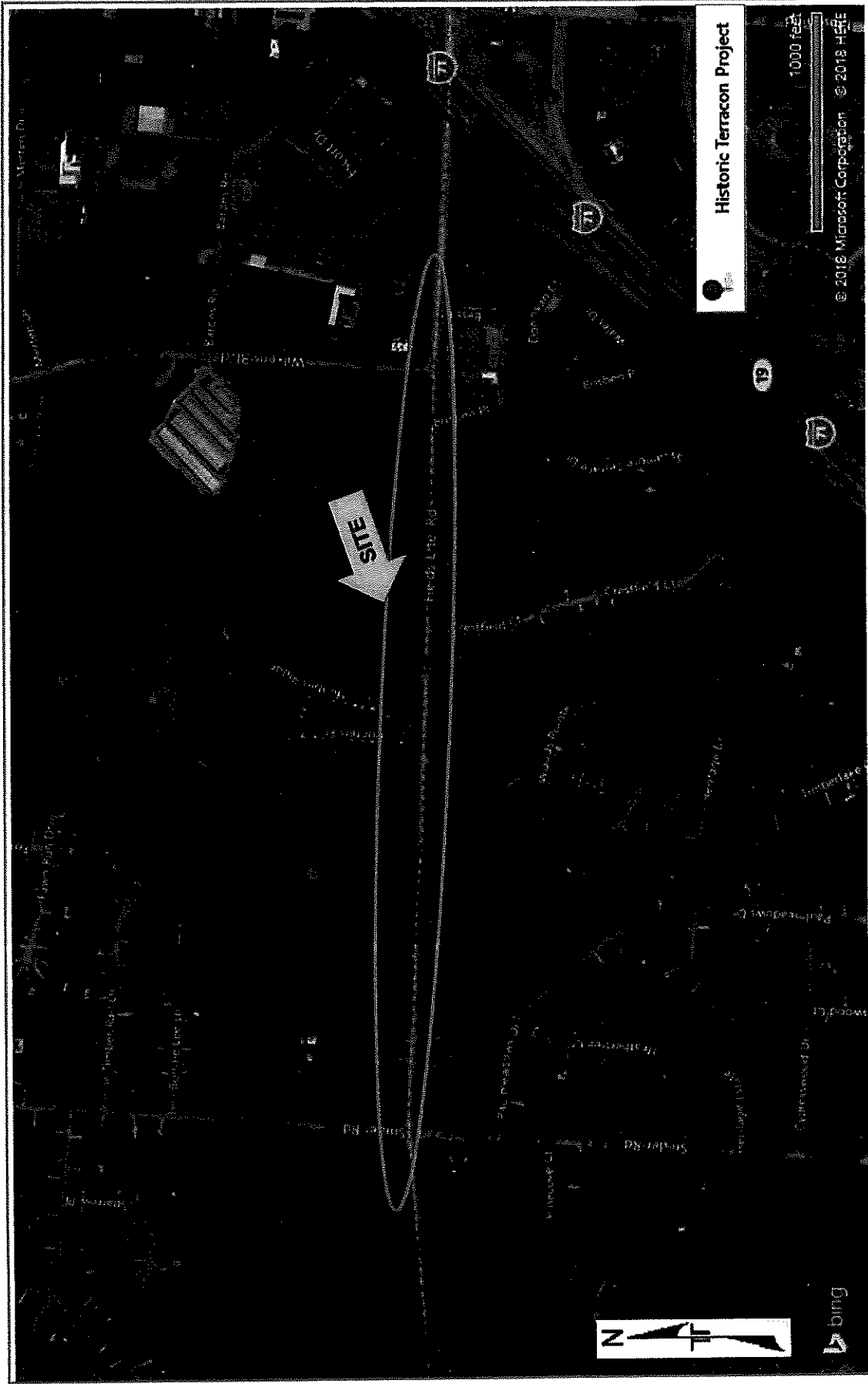
Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed^{1,2} (Business Days)
Project Planning	3 days
Site Characterization	30 days
Geotechnical Engineering	40 days

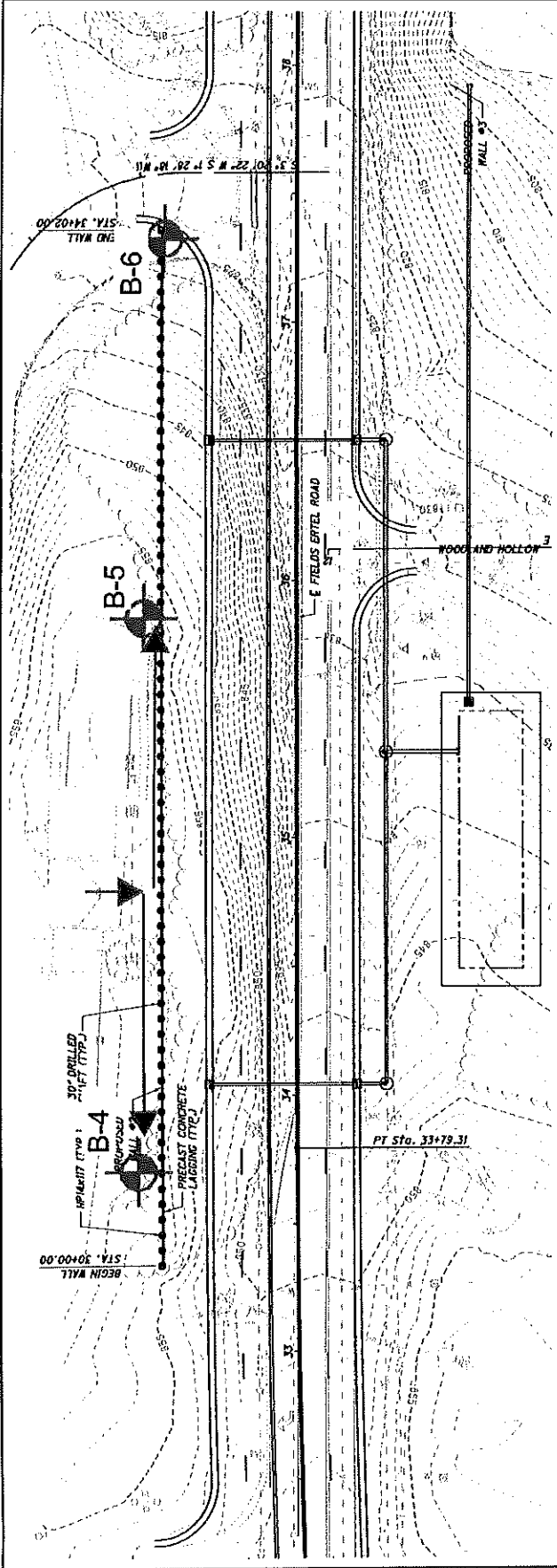
1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D - SITE LOCATION and NEARBY GEOTECHNICAL DATA
Fields Ertel Road Improvements- Retaining Walls ■ Deerfield, Warren/Hamilton Counties, Ohio
September 27, 2019 ■ Terracon Proposal No. PN1185313

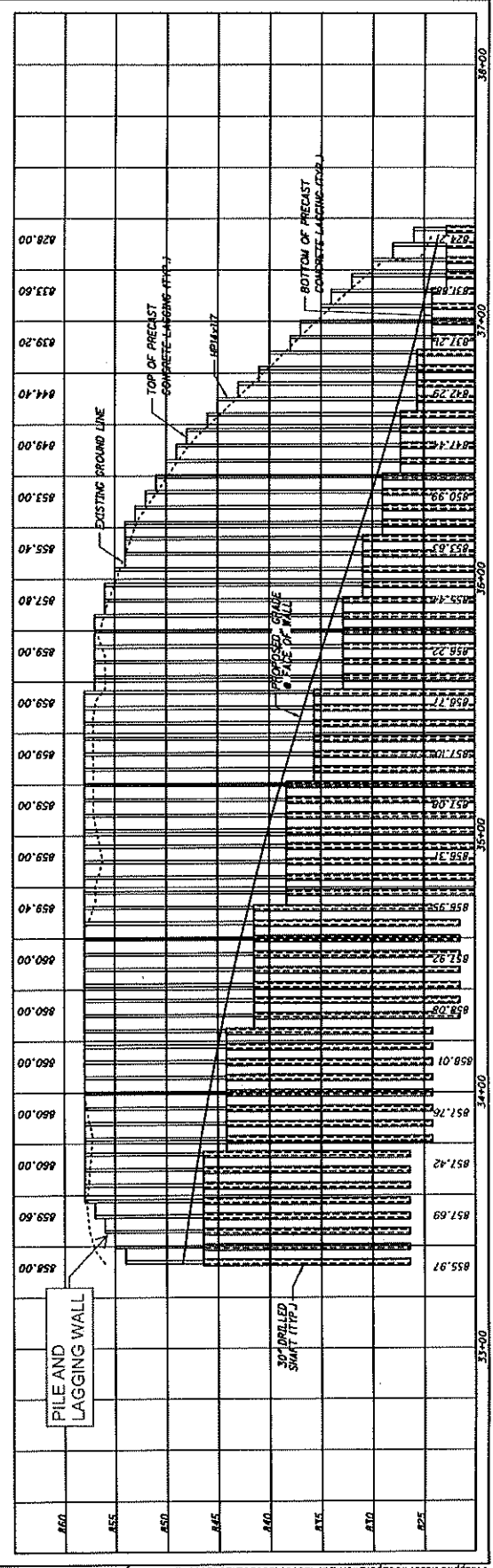


MAP PROVIDED BY MICROSOFT BING MAPS

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

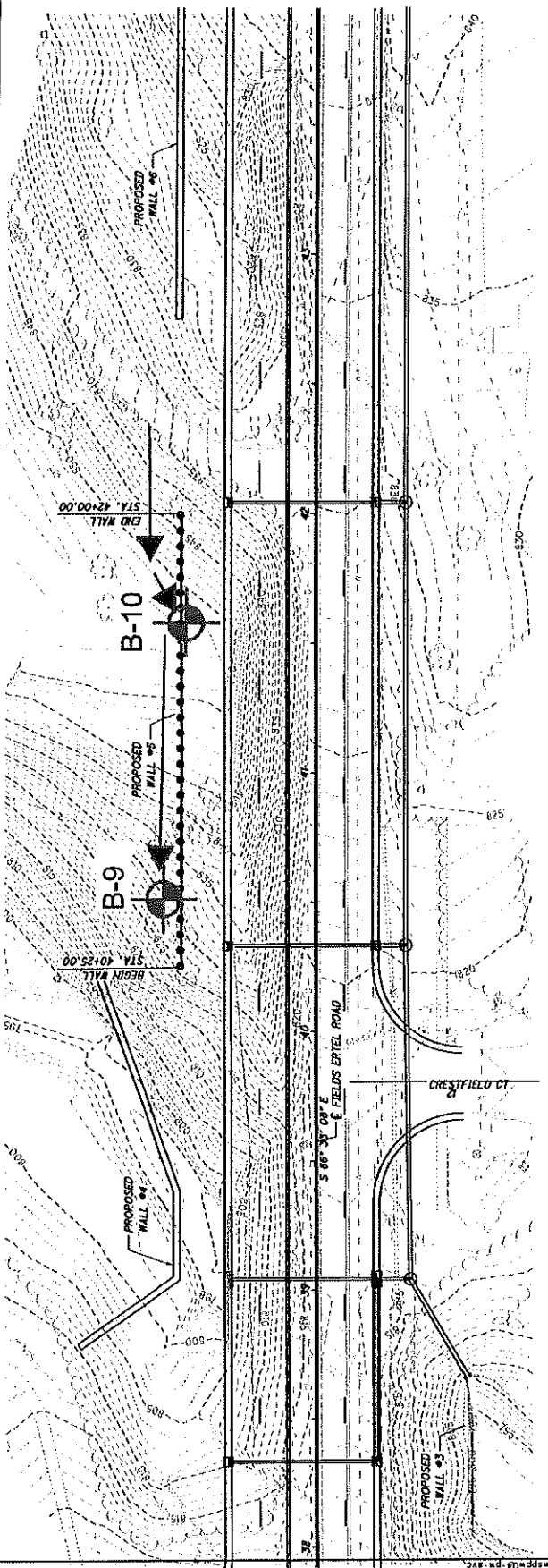


PLAN

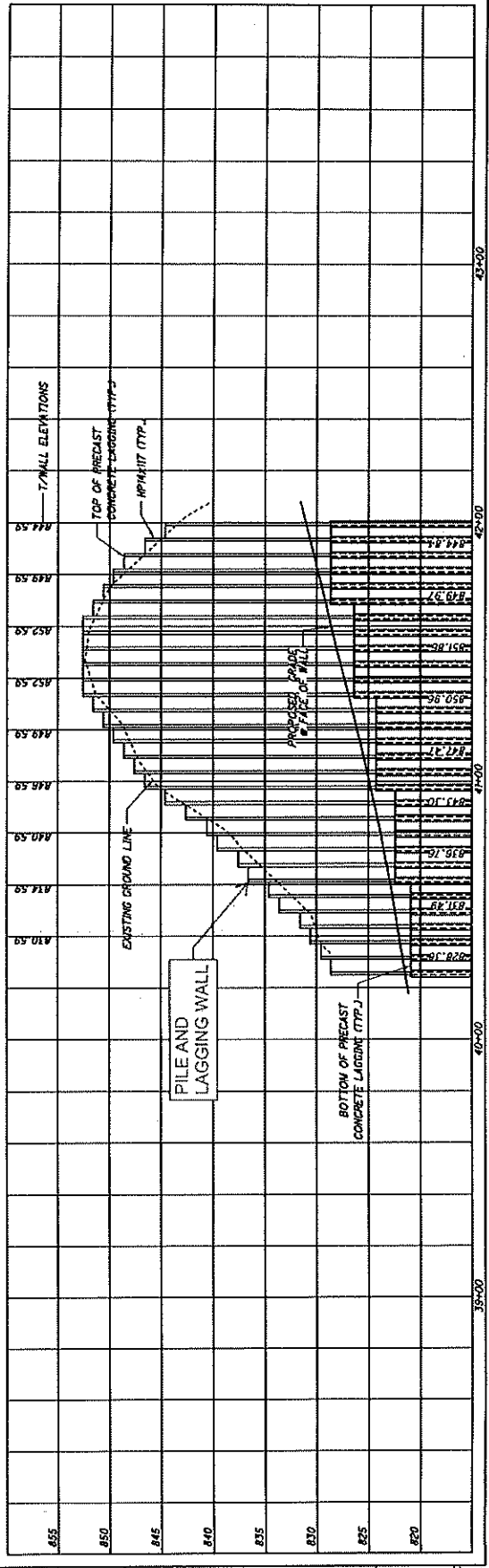


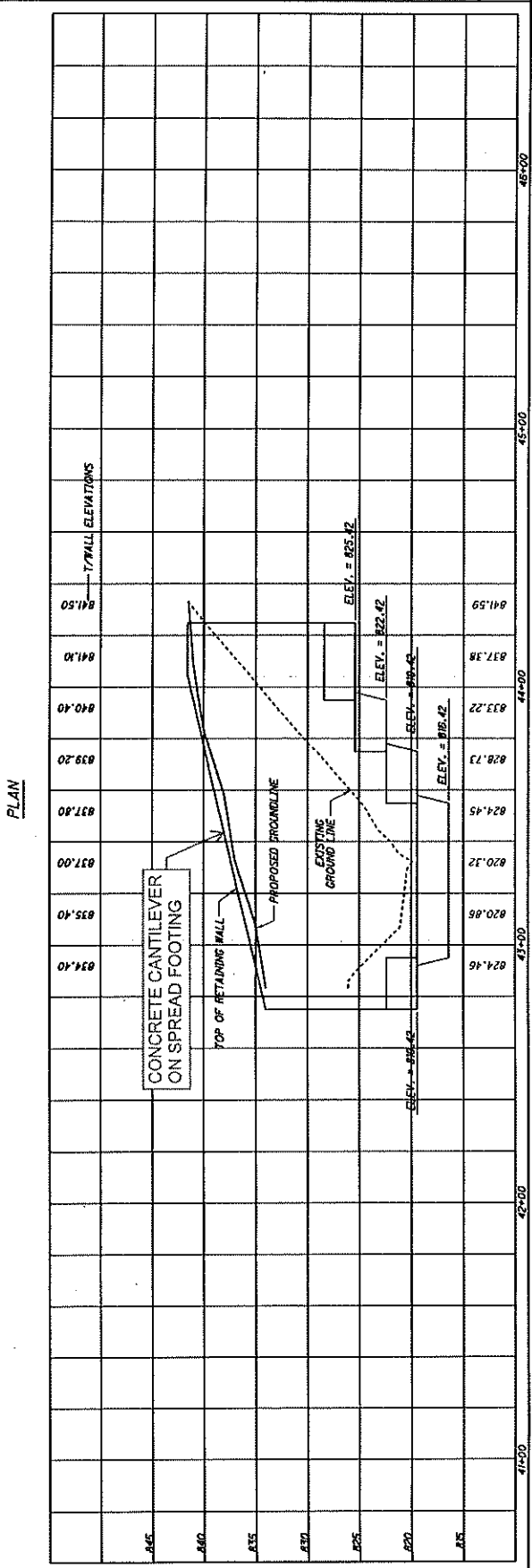
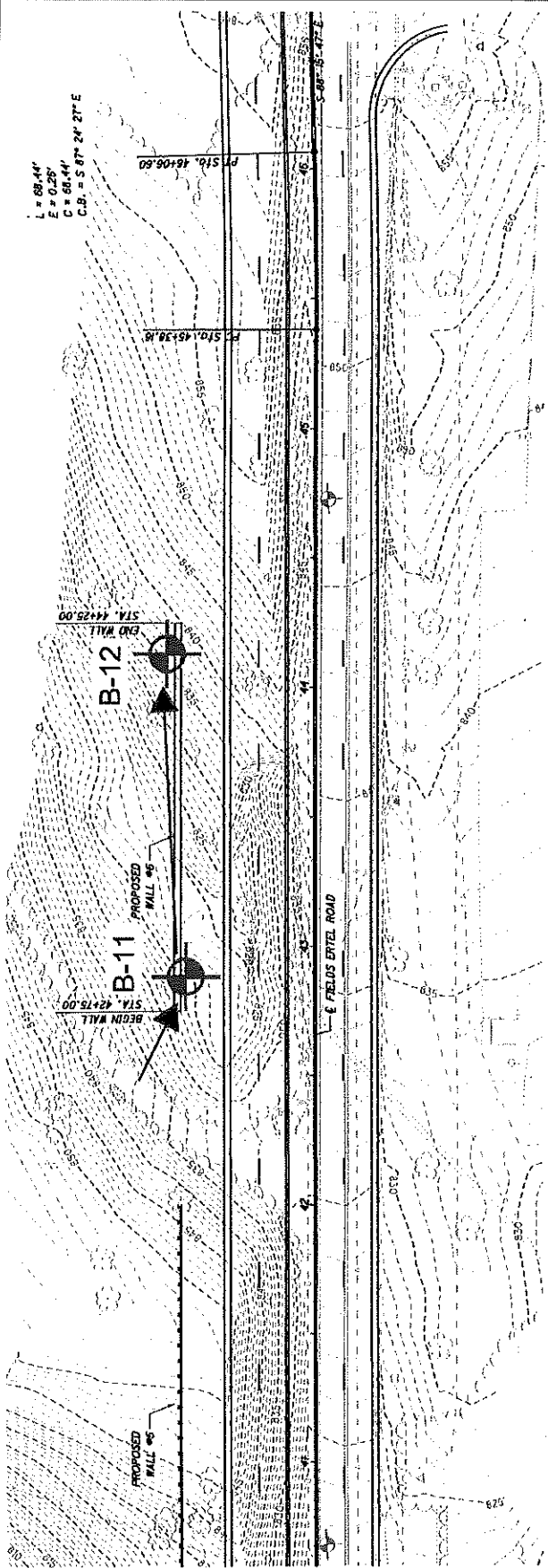
WALL #5 PLAN AND PROFILE

FIELDS ETEL RD



PLAN





THE UNDERGROUND DETECTIVE

Estimate

The Underground Detective
 9192 Colerain Ave
 Cincinnati, OH 45251
 888-747-3799
 888-671-2508
 info@ugdet.com
 www.UgDet.com



Date	Number
9/27/2019	61038

Page 1 of 1

Bill To Address:		Job Location	
WSP USA A/P 312 Elm Street, Suite 2500 Cincinnati, OH 45202		Duane Phelps Fields Ertel Rd & Snider Rd Cincinnati, OH 45249	
Description			Total
Vacuum Excavation Port to Port Using vacuum excavation, pothole to obtain actual depth and location of utilities. -Expecting up to 15 potholes. -Traffic control and restoration is included.			\$7,500.00
We appreciate the opportunity! Schedule online at www.UndergroundDetective.com			Total: \$7,500.00

Due to the uncertainty in locating underground utilities, we are unable to give an exact sum of this project. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practice. All agreements contingent upon accidents or delays beyond our control. Work may not be done in consecutive days. By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees.

With the uncertainty in locating underground utility facilities including those which are plastic, non-conductive, or otherwise unable to be located during scanning and/or limitations of technology including water leak detection, the undersigned ("customer") hereby acknowledges and agrees that The Underground Detective of Greater Cincinnati ("UD") shall have no responsibility for Customer's or Customer's designee's excavation of any underground facility, whether marked or unmarked by UD. Customer further acknowledges and agrees that: (1) he or she hereby assumes, without limitation, all risks of loss and liability relating to or arising out of such excavation by Customer or any third party, including, but not limited to any damage to any underground facility; and (b) there have been no affirmations of fact or promise by UD which relate to services to be provided by UD other than specified in UD's written project proposal delivered in connection with this Disclaimer.

Customer agrees to assume liability for, and does hereby agree to indemnify, release, protect, save, hold harmless and covenant not to sue UD including its member, officers, directors, agents, employees, assigns, successors, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, causes of action, judgements, liens, claims (including, without limitation, claim involving strict, absolute, or vicarious liability), suits, costs, expenses or proceedings (including, without limitation, legal fees) of any kind or nature whatsoever, which may be imposed on, incurred or asserted against UD, by any other person, in for the location of underground facilities or the related excavation by Customer or any third party. The terms of this Disclaimer shall take precedence over any contradictory, different or additional terms in any written terms relating to this subject matter.

Signature:	Print Name:	Date:
-------------------	--------------------	--------------

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF HAMILTON

I, ROBERT A. HANS, holding the title and position of ASSISTANT VICE PRESIDENT at the firm WSP USA INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Robert A. Hans
AFFIANT

Subscribed and sworn to before me this 24th day of January 20 20

Margaret Cheeseman
(Notary Public),

Butler County.

My commission expires November 8 2022



Margaret Cheeseman
Notary Public
State of Ohio
My Commission Expires
November 8, 2022

1/27/20 RCVD
RECEIVED 0830000

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

Resolution

Number 20-0178

Adopted Date January 28, 2020

AWARD THE BID FOR PRECAST REINFORCED BOX CULVERTS FOR BRIDGE REPLACEMENT PROJECTS FOR THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, bids were closed at 9:45 a.m., January 21, 2020 and the bids received were opened and read aloud for Precast Reinforced Box Culverts for Bridge Replacement Projects for the Warren County Engineer's Office and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dominic Brigano, Warren County Assistant Bridge Engineer, Encore Precast, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Dominic Brigano, that the bid be awarded to Encore Precast, LLC, 416 W. Ritter Street, Seven Mile, Ohio, for a total bid price of \$71,828.00.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0179

Adopted Date January 28, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO DDK CONSTRUCTION, INC. FOR THE RE-BID LILY DRIVE BRIDGE #1023-0.17 REPLACEMENT PROJECT

WHEREAS, bids were closed at 9:30 a.m., January 21, 2020, and the bids received were opened and read aloud for the Re-Bid Lily Drive Bridge #1023-0.17 Replacement Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chad Harville, Warren County Bridge Engineer, DDK Construction, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Chad Harville, that it is the intent of this Board to award the bid to DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio, for a total bid price of \$276,982.50; and

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

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0180

Adopted Date January 28, 2020

REDUCE LOAD LIMIT ON BRIDGE #10-0.79 ON OLD 3'C HIGHWAY FROM THE
CURRENT LOAD LIMIT

WHEREAS, Bridge #10-0.79 on Old 3'C Highway over the Little Miami River is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #10-0.79 (Deerfield Township) would be damaged or destroyed by heavy trucks; and

WHEREAS, upon damage and deterioration to Bridge #10-0.79 due to heavy trucks, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 10 tons for all vehicles regardless of the number of axels, effective immediately; and

NOW THEREFORE BE IT RESOLVED, to reduce the load limit on Bridge #10-0.79 on Old 3'C Highway in Deerfield Township.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 20-0181

Adopted Date January 28, 2020

REDUCE LOAD LIMIT ON BRIDGE #41-2.49 ON SPRINGBORO ROAD FROM THE
CURRENT LOAD LIMIT

WHEREAS, Bridge #41-2.49 on Springboro Road over Bull Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #41-2.49 (Clearcreek Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #41-2.49, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 11 tons for 2 axle vehicles, 12 tons for 3 axle vehicles, 12 tons for 4 axle vehicles, 13 tons for 5 axle vehicles, and 13 tons for 6 axle or more vehicles, effective immediately; and

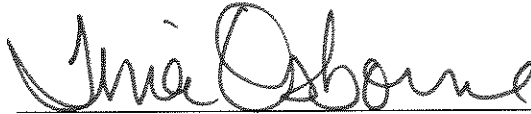
NOW THEREFORE BE IT RESOLVED, to reduce the load limit on Bridge #41-2.49 on Springboro Road in Clearcreek Township.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 20-0182

Adopted Date January 28, 2020

REDUCE LOAD LIMIT ON BRIDGE #71-0.39 ON MCCLURE ROAD FROM THE
CURRENT LOAD LIMIT

WHEREAS, Bridge #71-0.39 on McClure Road over Turtle Creek is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #71-0.39 (Turtlecreek Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #71-0.39, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 11 tons for 2 axle vehicles, 11 tons for 3 axle vehicles, 12 tons for 4 axle vehicles, 12 tons for 5 axle vehicles, and 12 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE BE IT RESOLVED, to reduce the load limit on Bridge #71-0.39 on McClure Road in Turtlecreek Township.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 20-0183

Adopted Date January 28, 2020

REDUCE LOAD LIMIT ON BRIDGE #48-3.17 ON SHAKER ROAD FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #48-3.17 on Shaker Road over a Branch of Dick's Creek is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #48-3.17 (Franklin Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #48-3.17, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 27 tons for 4 axle vehicles, 31 tons for 5 axle vehicles, and 32 tons for 6 axle or more vehicles, effective immediately; and


NOW THEREFORE BE IT RESOLVED, to reduce the load limit on Bridge #48-3.17 on Shaker Road in Franklin Township.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 20-0184

Adopted Date January 28, 2020

AUTHORIZE THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT TO SIGN THE ATTACHED CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FEE/CHARGE EXEMPTION FORM WITH CROWN CASTLE ON BEHALF OF THE WARREN COUNTY COMMISSIONERS

WHEREAS, Crown Castle has provided the attached USF Certificate for Universal Service Fee/Charges Exemption requiring signature by Warren County Telecommunications; and

NOW THEREFORE BE IT RESOLVED, to authorize Warren County Telecommunications to sign the Certification of Federal Universal Service Fund Fee/Charges Exemption with Crown Castle on behalf of the Warren County Commissioners.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Crown Castle
Telecom (file)



2020 ANNUAL CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND FEE/CHARGE EXEMPTION

Dear Customer:

Federal law requires each Crown Castle affiliate¹ (collectively, "Crown") to pay Federal Universal Service Fund ("USF") charges on interstate and international telecommunications services provided to you **UNLESS** you qualify for an exemption. Should you fail to return this Certification, Crown will assume that you are not exempt from USF charges.



Generally, telecommunication services are exempt from USF charges only if they are either

- (i) **resold** by you as telecommunications or Interconnected VoIP, at least in part, and you in turn pay USF charges on the services you provide to your customers, or
- (ii) if the service provided by Crown is **jurisdictionally intrastate**, which, for non-switched services, means that 10% or less of the traffic on the telecommunication circuits crosses state lines.

Customers claiming an exemption from USF charges are required to certify the basis of the exemption to us, on an annual basis, and upon adding new services.

RESELLERS: If you **resell** the services provided by us and you are a FUSF filer and contributor, please complete and sign and return the Reseller Certification on Pages 2-3.

END USER: If you use our services for your own operational purposes (i.e., you do not resell these services as a carrier) and you have not previously completed an End User Certification, please complete, sign and return the End User Certification at the end of this document.



Thank you for your cooperation. If you have any questions, please contact your Client Service Manager.

¹

Crown Castle Fiber LLC (formerly Lightower Fiber Network II, LLC) is a wholly-owned, indirect affiliate of Crown Castle International Corp.

The operations of 24/7 Mid-Atlantic Network, LLC; Crown Castle Solutions LLC; Fibernet Direct Florida LLC; Fibernet Direct Texas LLC; Freedom Telecommunications, LLC; Sunesys, LLC; Wilshire Connection, LLC; Lightower Fiber Networks I, LLC; and Fiber Technologies Networks, LLC, merged into Crown Castle Fiber LLC effective December 31, 2018.



2020 RESELLER CERTIFICATION

The undersigned is a Reseller/Carrier of the Service

Please check A or B:

A. The service(s) we purchase from Crown is for resale at least in part, and we incorporate the purchased services into our own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol service, and;

(a) We contribute directly to the Federal USF; and/or

(b) Where we do not contribute to the FUSF, each entity to which we resell Crown's service is itself an FCC Form 499 worksheet filer and a contributor to the FUSF, or we have a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenue from offerings that incorporate the purchased services,

except with respect to the following Crown service orders (if any), which are **not** exempt from FUSF (attach additional sheets if necessary):

OR

B. We do not meet the exemption set forth above. Services are subject to USF Surcharges.

If you selected A. above, you understand and agree that:

1. The Customer acknowledges that Crown Castle may provide a copy of this Certification to the Universal Service Administrator, the FCC, state regulatory authorities, legal counsel, or an auditor.
2. The Customer acknowledges that Crown Castle's determination of exemption will be based upon the information provided by the Customer in this Certification. In the event Crown Castle exempts the Customer from the payment of FUSF related charges (in whole or in part) based upon the information, representations and certifications contained in this Certification, and Crown Castle thereafter determines that the exemption was granted based upon the Customer's false, inaccurate, or erroneous information, then Crown Castle may bill the Customer, and the Customer will pay, the FUSF related charges that were not billed as the result of the exemption, plus applicable late fees. Accordingly, if the Customer does not provide accurate or timely information to Crown Castle, the Customer may be responsible for payment to both Crown Castle and the Universal Service Administrator for contribution to Universal Service support mechanisms. Furthermore, the Customer agrees to indemnify and hold harmless Crown Castle from any and all claims arising from any breaches of the information, representations or certifications made hereunder.



3. If, at any time, the Customer's information, representations or certifications made hereunder are no longer accurate, the Customer will notify Crown Castle within thirty (30) calendar days by completing and submitting a new Certification form or written request to cancel this Certification. Otherwise, this Certification will remain in effect during the year in its entirety. Customer understands and agrees that in the event Customer's representations or certifications made hereunder are no longer accurate and a new Certification form or cancellation of this Certification occurs within the calendar year of 2020, such changes will apply prospectively only and Crown Castle shall have no obligation to either retroactively charge or credit any FUSF fees that may be affected by such changes to this certification.

4. The individual named below is a representative of the Customer and is authorized to make the representations and certifications contained herein on behalf of the Customer.

I certify under penalty of perjury that my company is purchasing service(s) for resale, and that the company is incorporating the purchased services into its own offerings which are, at least in part, U.S. telecommunications or interconnected Voice over Internet Protocol services. I also certify under penalty of perjury that the company either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services.

Full Name (printed):	PAUL Kindell
Title:	DIRECTOR
Signature:	
Date:	11/29/20
Customer Legal Name:	Warren County Telecommunications
Account Number (on Invoice):	B12096
Customer FCC Form 499 Filer ID:	NA
Customer FCC Form 499 Certification Contact Name:	NA
Phone number of Contact person:	513-695-1318
Email address for FUSF certification requests:	PAUL@WCOH.NET

Return completed and signed form to:

Via email: crowncastle@certifytax.com

By mail: Crown Castle -- Tax Department
2000 Corporate Drive
Canonsburg, PA 15317

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney



END USER CERTIFICATION

The Federal Communications Commission ("FCC") classifies non-switched services as interstate based upon the nature of the traffic over the non-switched service, rather than the physical endpoints of the facilities over which the service(s) is delivered. Internet traffic is considered interstate.

You are the End User of the Service—Please check A or B



A. _____ With respect to dedicated (non-switched) circuits we purchase from Crown, no more than 10% of the traffic carried by means of the non-switched service that is being purchased from Crown is jurisdictionally interstate, pursuant to the FCC's mixed use rule (47 C.F.R. § 36.154(a)), except with respect to the following service orders (if any), which carry greater than 10% interstate traffic are thus interstate services that are not exempt from the Federal Universal Service Fund ("Federal USF" or "FUSF") (attach additional sheets if necessary):

OR

Services are Subject to Federal USF Surcharge

B. We do not meet the exemption set forth above.

The undersigned customer acknowledges and agrees that: (i) it has a duty to update this certification within thirty (30) days to the extent to that its usage changes and this Certificate is no longer accurate with respect to any Service(s); and (ii) Crown may provide a copy of this Certificate to the Universal Service Administrator, the FCC, state regulatory agencies and taxing authorities, legal counsel, or an auditor.

Customer acknowledges that Crown's determination of jurisdiction of the Services will be based upon the information provided by Customer in this Certificate. If Crown determines that the jurisdiction has been established based upon Customer's false, inaccurate, or erroneous information, then Crown may bill Customer, and Customer will pay, any applicable taxes, fees, and surcharges that were not billed based upon the prior determination of jurisdiction, plus applicable late fees. Customer agrees to indemnify and hold harmless Crown from any and all claims arising from any breaches of the certifications made hereunder.

Full Name (printed):	PAUL KINDRICH
Title:	DIRECTOR
Signature:	<i>[Handwritten Signature]</i>
Date:	1/29/20
Customer Legal Name:	Warren County Telecommunications
Account Number (on Invoice):	B12096
Customer Contact Name:	Accountspayable@wcoth.net
Phone number Contact person:	513-695-1318
Email address for FUSF certification requests:	Paul@wcoth.net

Return completed and signed form to:

Via email: crowncastle@certifytax.com
By mail: Crown Castle – Tax Department
2000 Corporate Drive
Canonsburg, PA 15317

APPROVED AS TO FORM

[Handwritten Signature]
Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 20-0185

Adopted Date January 28, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

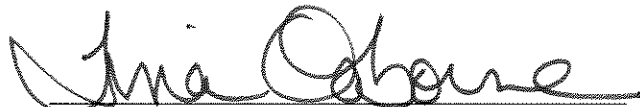
BE IT RESOLVED, to enter into a Memorandum of Understanding with Warren County Community Services for the Baby Therapeutic Interagency Program (Baby TIP) on behalf of the Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Warren County Community Services (file)
Children Services (file)

Baby Therapeutic Interagency Program Memorandum of Understanding

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 570 North State Route 471 Lebanon, Ohio 45036.

This is a contract for **Baby Therapeutic Interagency Program (Baby TIP) Services for the period of January 1, 2020-December 31, 2020.**

ARTICLE I: PURPOSE OF THE CONTRACT

The purpose of the Baby Tip Program is to provide children ages six weeks to three years who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The Baby TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES

A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.

B. Supply Program services during the contract period to children ages six weeks to three years and their families. Services shall include, but not be limited to, therapeutic year-round trauma-focused child development services, family systems mental health therapy, as well as individualized treatment plans, psychiatric services if needed, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.

C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Early Head Start eligibility of client will be verified prior to the provision of services.

D. Ensure that all children in Baby TIP during the school year are Early Head Start children with access to all services that Early Head Start provides, including, but not limited to

educational assessments, health screenings and services, developmental screenings and early intervention services, family needs assessments, and social services.

E. Ensure that all Early Head Start teachers and Home Visitors serving children enrolled in the Baby TIP program are fully trained and qualified with a minimum of a Child Development Associate credential, Prefer degree in early childhood education. Will provide trauma-informed care training and ongoing consultation to all Early Head Start teachers and Home Visitors serving children enrolled in Baby TIP.

F. Employ and maintain one (1) full-time equivalent Baby TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for coordination of services, outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist teachers, home visitors, family advocates, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Early Head Start clients, assist with growth/expansion, replication and dissemination of the Baby TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during their service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions. Knowledge, skills, and abilities of Baby TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

G. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

H. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

I. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each

month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

J. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Ellie Hamilton at Elnora.Hamilton@jfs.ohio.gov and Jenny Carman at Jennifer.Carman@jfs.ohio.gov. The invoice will be submitted in March, June, September and December of 2020.

K. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

L. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

M. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

N. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

O. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES

A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year 2020, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of 2020.

B. Assign a case manager to the children who participate in the Baby TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.

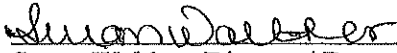
ARTICLE V. MISCELLANEOUS PROVISIONS

A **Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.


B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:




Susan Walther, Director/ Date
Warren County Children Services

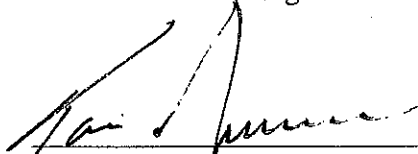


Lisa Cayard, Early Learning Centers Director/ Date
Warren County Community Services

Warren County Board of County Commissioners:



Commissioner Young

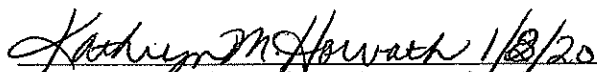


Commissioner Grossmann



Commissioner Jones

Approved As To Form Only:



Kathryn Horvath, Assistant Prosecuting Attorney/ Date

Resolution

Number 20-0186

Adopted Date January 28, 2020

ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS, FOR SERVICES REQUIRED TO MEET THE REQUIREMENTS OF THE WARREN COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT PRESCRIBED UNDER THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PHASE II PROGRAM OF THE CLEAN WATER ACT, ON BEHALF OF THE WARREN COUNTY ENGINEER

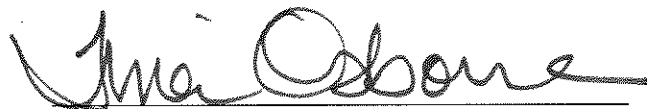
BE IT RESOLVED, to enter into an agreement with the Warren County Soil and Water Conservation District Board of Supervisors, for services required to meet the requirements of the Warren County Municipal Separate Storm Sewer System (MS4) Permit prescribed under the National Pollution Discharge Elimination System (NPDES) Phase II Program of the Clean Water Act, on behalf of the Warren County Engineer, as attached and made part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Soil & Water Conservation District
Engineer (file)

AGREEMENT BETWEEN
THE WARREN COUNTY ENGINEER'S OFFICE
AND
WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT

This working agreement is entered between the Board of Warren County Commissioners (Commissioners) located at 406 Justice Drive, Lebanon, Ohio 45036 on behalf of the Warren County Engineer (WCEO) and the Board of Supervisors of the Soil and Water Conservation District of Warren County (SWCD), located at 320 East Silver Street, Lebanon, Ohio 45036 for services required to meet the requirements of the Warren County Municipal Separate Storm Sewer System (MS4) Permit (Permit) prescribed under the National Pollution Discharge Elimination System (NPDES) Phase II Program of the Clean Water Act. This agreement becomes effective on January 1, 2020 and expires on December 31, 2020. The agreement is subject to the limitations of authorities, resources and policies of the SWCD and the WCEO. The Warren County Engineer serving as the Warren County Sanitary Engineer for Drainage is the acting agent of the EPA National Pollutant Discharge Elimination System (NPDES) Small Municipal Separate Storm Sewer (MS4) Permit (Permit) for Warren County.

The purpose of this agreement is to detail services that SWCD and WCEO will provide as working partners in preparing and meeting the terms of the Permit for the Warren County MS4 and its co-permittees.

SWCD will provide the following services:

1. Write and update the Stormwater Management Plan (SWMP) as agent for the MS4 permit including Warren County unincorporated areas and its co-permittees (Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships and the Villages of Maineville, Morrow and South Lebanon) as required by the permit. The Stormwater Management Plan (SWMP) will be submitted to WCEO in accordance with 40 CFR Part 122.32 and Ohio law. The WCEO will then be responsible for submitting this document to the OEPA through the online portal STREAMS. The SWMP document outlines the steps Warren County and its co-permittees need to take to develop, implement and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act in accordance with the OEPA Phase II program in Ohio. The SWMP addresses the six minimum control measures (MCMs) as required by state regulations.
2. The permit contains six minimum control measures (MCMs) that must be met for permit compliance. The six MCMs and Warren SWCD's related services are as follows:
 - MCM 1 – Public Education & Outreach: provide educational programming opportunities for K-12 students of Warren County through non-traditional educational programming, multi-media outreach and school programming.
 - MCM 2 – Public Involvement & Participation: provide educational programming opportunities to Warren County residents through volunteer and participation opportunities at workshops, festivals, and special events/meetings.
 - MCM 3 – Illicit Discharge Detection and Elimination: oversee the Illicit Discharge Detection and Elimination (IDDE) program in accordance with permit requirements. The District will provide leadership to MCM 3 by,
 - a. leading the IDDE Advisory committee which includes the WCEO as a collaborator,

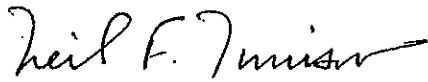
- b. conducting dry-weather screening of outfalls per permit requirements,
 - c. upkeep the system map by adding new infrastructure and track yearly reported outfalls, and
 - d. collaborate with the Warren County Health Department and,
 - e. update the County IDDE program management document.
 - MCM 4 – Construction Site Storm Water Runoff Control: oversee the Construction Site Storm Water Runoff Control program in accordance with the County, State and Federal applicable erosion and sediment control regulations. Warren Co SWCD will provide leadership to MCM 4 by,
 - a. responding to all construction stormwater complaints and track the number of complaints,
 - b. collaborating with the WCEO’s office in reviewing, approving and permitting plans and SWP3 documents for all projects greater than one acre in size,
 - c. issuing an Earth Disturbing permit for each construction site,
 - d. bill developers a permit fee of \$125 per disturbed acre of earth,
 - e. inspecting all active sites in accordance with permit frequency policy, and
 - f. assist the County and co-permittees with enforcement actions for non-compliance. For co-permittees with home rule authority, Warren Co SWCD will work individually with each municipality, assisting with enforcement actions for non-compliance based on their local ordinances and regulations.
 - MCM 5 – Post-Construction: oversee inspections of the stormwater control basins for the post-construction storm water management program in accordance with permit requirements. SWCD will also provide,
 - a. updates to the County Basin Maps as inspections are done with results of the visual inspection,
 - b. work with WCEO to provide letters of maintenance to basin owners documenting concerns that need to be addressed so that basins continue to operate properly, and
 - c. provide basin owners with technical assistance for maintenance and repair of stormwater control basins.
 - MCM 6 – Good Housekeeping & Pollution Prevention: oversee the pollution prevention and good housekeeping practices for municipal operation program to meet the permit’s requirements. This will be done by providing,
 - a. yearly training for municipal, township and county (Municipal)workers,
 - b. lead local (Municipal) facilities to identify BMPs that protect stormwater,
 - c. provide yearly inspection for Municipal facilities as outlined in the Stormwater Pollution Prevention Plans (SWPPPs), and
 - d. provide SWPPPs (SWPPP records held at facilities and SWCD) as deemed necessary for Municipal facilities.
3. Write and update the MS4 annual report for the Warren County MS4 and its co-permittees as required by the permit.
 4. Provide office space, administrative oversight, work assignment and training as needed for a GIS Technician that will serve both the Engineer’s Office and SWCD in MS4 work and general GIS input.

The WCEO will:

1. Administer the Phase II Stormwater Program and ensure that the requirements of the Phase II Stormwater permit are met.
2. The WCEO stormwater engineer will coordinate with SWCD in reviewing, approving and permitting plans and SWP3 documents for all projects greater than one acre in size.

Recommended by

Warren County Engineer



Neil F. Tunison, P.E., P.S.
Warren County Engineer

Approved as to Form

David Fornshell
Warren County Prosecuting Attorney



Adam Nice
Assistant County Prosecuting Attorney

Resolution

Number 20-0187

Adopted Date January 28, 2020

DESIGNATION OF THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT AS AN AGENT OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PURPOSE OF CARRYING OUT TASKS REQUIRED TO COMPLY WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PHASE II PERMIT

WHEREAS, the Board of County Commissioners is required to comply with conditions of the National Pollution Discharge Elimination System Phase II Program (NPDES) of the Clean Water Act that requires this Board to file for a permit as a Municipal Separate Storm Sewer System (MS4) operator and meet all conditions of the permit; and

WHEREAS, this Board has appointed the Warren County Engineer as County Drainage Engineer with the responsibility of, but not limited to, filing for the MS4 permit with the Ohio Environmental Protection Agency (OEPA) and submitting all required reports and administrative functions for the permit; and

WHEREAS, OEPA through administration of the MS4 permits in Ohio requires the permit holder to satisfy and/or enforce six Minimum Control Measures stated in the permit, being: #1-Public Education and Outreach; #2-Public Involvement and Participation; #3-Illicit Discharge Detection and Elimination; #4-Construction Site Storm water Runoff Control; #5-Post Construction; and #6-Good Housekeeping and Pollution Prevention; and

WHEREAS, the Warren County Soil and Water Conservation District (SWCD) has the knowledge and skill to carry out many of the above named Minimum Control Measures, and has entered into an agreement with the Warren County Engineer for this cooperative purpose; and

NOW THEREFORE BE IT RESOLVED, to memorialize the cooperation of the SWCD and WCEO and designate SWCD as an agent of the Warren County Board of Commissioners in complying with the various conditions of the MS4 permit.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Soil & Water (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0188

Adopted Date January 28, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/21/20, 1/23/20, and 1/28/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0189

Adopted Date January 28, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	:	19-005 (P/S)
Development	:	Kerrisdale Subdivision, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$81,769.73
Surety Company	:	The Hanover Insurance Company (1075025)

BE IT FURTHER RESOLVED, that the original amount of bond was \$312,943.48 and after the above reduction, the new required bond amount is \$231,173.75.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
The Hanover Insurance Co., 440 Lincoln Street, Worchester, MA 01653
Engineer (file)
Bond Agreement File

Resolution

Number 20-0190

Adopted Date January 28, 2020

APPROVE BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK SECTION 3 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond reduction upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Robert's Park, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$22,675.00
Surety Company	:	Berkley Insurance Company – BI-8046c

BE IT FURTHER RESOLVED, that the original amount of the bond was \$26,800.00 and now after the above reduction the new required bond amount is \$4,125.00.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0191

Adopted Date January 28, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	:	19-015 (P/S)
Development	:	Kerrisdale Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$122,712.82
Surety Company	:	The Hanover Insurance Company (1078818)

BE IT FURTHER RESOLVED: the original amount of bond was \$340,400.75 and after the above reduction, the new required bond amount is \$217,687.93.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653
Engineer (file)
Bond Agreement File

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

Resolution

Number 20-0192

Adopted Date January 28, 2020

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the first and second quarters of their 2020 local share be transferred into the Children Services Fund #2273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$524,318.25 from #11011112-5749 (Commissioners Grants - Children Services)
into #2273-49000 (Children Services - Operating Transfers)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Children Services (file)
OMB

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

Resolution

Number 20-0193

Adopted Date January 28, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO RECORDER'S OFFICE FUND
#2216

BE IT RESOLVED, to approve the following supplemental appropriation:


\$30,000.00 into #22161160-5400 (Purchased Services)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lo/

cc: Auditor
Supplemental App. file
Recorder (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0194

Adopted Date January 28, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

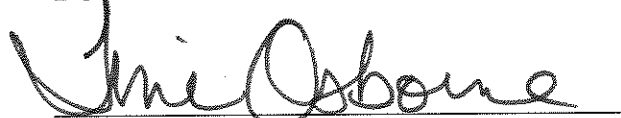
\$38,160.00 into #44793850-5317 (Airport – Non-capital purchase)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

Resolution

Number 20-0195

Adopted Date January 28, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT
FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

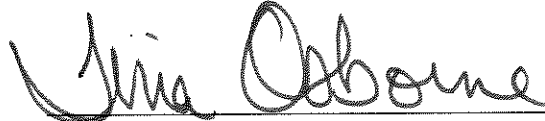
\$120,000.00 into #44953712-5910 (Other Expense)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)
OMB – S. Spencer

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

Resolution

Number 20-0196

Adopted Date January 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COURT OF COMMON PLEAS
COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

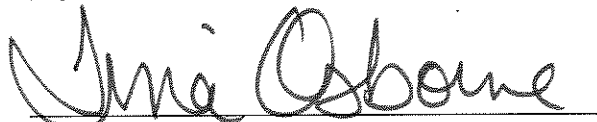
\$ 8,800.00 from #11011223-5400 (Purchased Services)
 into #11011223-5855 (Clothing/Personal Equipment)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-0197

Adopted Date January 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TAX MAP FUND #11011750

BE IT RESOLVED, to approve the following appropriation adjustment for purchase of computer:

\$ 1,450.00 from #11011750-5320 (Tax Map Capital Purchase)
 into #11011750-5321 (Data Board Approval Capital Purchase)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 20-0198

Adopted Date January 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND # 11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 250.00 from #11012810-5210 (Material & Supplies)
 into #11012810-5910 (Other Expense)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 20-0199

Adopted Date January 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT TITLE IV-E
GRANT FUND #2243

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
Title IV-E Grant Fund #2243:

\$3,000.00	from	22431240-5400	(Purchased Services)
	into	22431240-5910	(Other Expense)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-0201

Adopted Date January 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$8,300.00 from #227351005210 (Materials & Supplies)
 into #227351005317 (Non Capital Purchases)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Resolution

Number 20-0202

Adopted Date January 28, 2020

ACCEPT AN AMENDED CERTIFICATE, APPROVE A CASH ADVANCE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE FAIRGROUNDS CONSTRUCTION FUND 4498

WHEREAS, in order to process payments for a roof on barn #1 and electrical work throughout the fairgrounds an amended certificate be accepted, a cash advance be approved and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing 4498—42103 to \$178,526.11 which is a increase of \$127,628.53; and

NOW BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Fairgrounds Construction fund for the paving project;

Cash Advance

\$40,025.50 from 1101 -45556 (Advances of Cash Out)
into 4498-BUDGET -45555 (Cash Advance In)

Supplemental Appropriation

\$81,000.00 into 44983740- 5320 (Capital Projects)

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Amended Cert. file
Cash Advance file

Supplemental App. file
Fairgrounds (file)
OMB

Resolution

Number 20-0203

Adopted Date January 28, 2020

APPROVE MODIFICATION TO THE FEE SCHEDULE WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board met this 28th day of January 2020, to consider a modification to the fee schedule within the Warren County Building and Zoning Department to update the current schedule relative to the ability to phase and expedite plan review; and

WHEREAS, this Board has considered the recommendation by the Chief Building Official and all those present to speak in favor of or in opposition to said modification; and

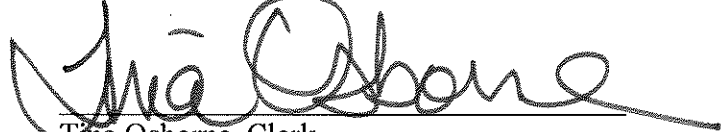
NOW THEREFORE BE IT RESOLVED, to approve a modification to the fee schedule within the Warren County Building and Zoning Department; revised fee schedule attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building Department (file)
Public hearing file

BUILDING FEES

2020 Residential Fees

Building	\$50.00
Electric	\$50.00
HVAC	\$50.00
Move a house	\$50.00
Industrialized Units	\$50.00

Add 1% State Surcharge

Plus \$3.00/\$1,000 valuation
Plus \$1.00/100 sq. ft.
Plus \$1.00/100 sq. ft.
Plus \$3.00/1,000 valuation
Plus \$1.30/1,000 valuation

Temporary Service Release	\$50.00
Service Release Upgrade	\$50.00
Temporary Pole	\$50.00
Generator	\$50.00
Satellite Antennas/Dishes	\$50.00
Solar Collectors (1 inspection)	\$50.00
Radio Towers/Wind Turbines	\$50.00
Fireplace Insert/Heat Stove	\$50.00

Above Ground Pools (1 inspection)	\$50.00
In-ground Pool	\$100.00

Fire Damage	\$50.00
Demolition	\$50.00

Extra Inspection Fees	\$50.00
Plan Revision	\$50.00
Lost Set of Plans	\$50.00
Reactivate permit (dormant 1 year, min. \$50.00)	½ original fee
Cancelled Permit (dormant 1 year, not to exceed \$200.00)	½ original fee