

RESOLUTION R1-19

A RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS AND
AUTHORIZING THE VILLAGE ADMINISTRATOR TO CONDUCT AN INTERNET
AUCTION TO SELL EQUIPMENT

Whereas, The Village of Covington deems it appropriate and beneficial to dispose of a
2007 International / Labrie trash truck Vin # ; 3HTWGAZT07N506697

Whereas, the internet auction site gov deals provides this service for a fee ;

Whereas, The Village of Covington Council believes that an internet auction is the most
efficient and beneficial way to sell this surplus equipment;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of
Covington, State of Ohio, that:

SECTION 1: The council of the Village of Covington is hereby declaring the 2007
International / Labrie trash truck Vin # 3HTWGAZT07N506697 as surplus; and

SECTION 2: The Village Administrator is authorized to auction off this Trash Truck to
the highest bidder utilizing the internet auction site gov deals.

SECTION 3: this Resolution shall take effect and be in force from and after
the earliest period allowed by law.

APPROVED January 7, 2019



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk\Fiscal Officer

RESOLUTION R2-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A
CONTRACT WITH INVOICE CLOUD

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of
Covington, State of Ohio, that:

SECTION 1: Invoice Cloud is in the position to provide payment services to the Village
of Covington and has offered to provide said services as set forth in the contract
attached as Exhibit A;

SECTION 2: The Village of Covington's Counsel finding said contract reasonable and
necessary, therefore, authorizes the Village Administrator to enter into the contract
attached as Exhibit A for the services described in said exhibit; and

SECTION 3: This Resolution shall take effect and be in force from and after
the earliest period allowed by law.

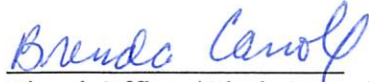
APPROVED February 4, 2019:



Mayor, Edward L. McCord



President of Council, R. Scott Tobias



Fiscal Officer/Clerk, Brenda Carroll

RESOLUTION. R3-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
CONTRACT FOR BASKETBALL COURT RENOVATION DESIGN SERVICES
WITH POGGEMEYER DESIGN GROUP INC.

WHEREAS, the Village of Covington intends renovate the Maple Street Basketball Courts;

WHEREAS, the Village of Covington believes that this renovation requires the services of a design engineer;

WHEREAS, Poggemeyer Design Group has submitted a proposal to the village to complete the Maple Street Basketball Court Renovation Design;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with Poggemeyer Design Group for engineering services to complete the Maple Street Basketball Court Renovation Design as described in attachment A, not to exceed \$ 17,850.00;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: February 4, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer



November 13, 2018

Mr. Mike Busse, Administrator
Village of Covington
1 South High Street
Covington, OH 45318

Re: Village of Covington Basketball Court Rehabilitation
Design Services
PDG Project No. 300214 00005

Dear Mr. Busse:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG proposes to provide professional engineering services to assist the Village with the Basketball Court Rehabilitation, (hereinafter referred to as the "project").

The Village shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the Village will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following:

The fee for providing these basic services is as follows:

- Prepare project scope documents to assist the Village in procuring materials and construction.
- Documents will include general guidelines for the project, specifications, typical sections and general evaluation requirements. Assist the Village with obtaining construction and material bids.
- Construction administration and observation services.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible.

PDG will complete these services within three (3) months following execution of this agreement.

The fee for providing these services is a lump sum fee of \$17,850.00, including reimbursables.

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.



Mr. Mike Busse, Administrator
November 15, 2018
Page 2

PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

If there are delays beyond two (2) months from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

This letter contract, with Exhibits A (2 pages) and B (1 page), represents the entire agreement between PDG and the Village in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copies of this letter contract in the space provided below and return the original and one copy to PDG, retain the other copy for your files. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the Village in writing.

If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

Kenneth A. Maag, P.E.
Principal Owner

Lee P. Rausch, P.E.
Senior Project Manager

Accepted this 4th day of February, 2018 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity and their client. (Please specify: Sole Proprietor, Partnership, Corporation, Other.)

VILLAGE OF COVINGTON

By: 

Title: Village Administrator



EXHIBIT A

1. OWNER'S RESPONSIBILITIES

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

2. REUSE OF DOCUMENTS

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

3. REIMBURSABLE EXPENSES

Reimbursable Expenses are included in to the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

4. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) 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. In the event of any termination, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5. SUCCESSORS AND ASSIGNS

OWNER and ARCHITECT/ENGINEER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to help in the performance of services hereunder.



6. HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE

In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.

The above indemnification provision extends to claims against ARCHITECT/ ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

7. SALES TAX ON ENGINEERING DRAWINGS AND PLANS

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

8. LIMITATION OF LIABILITY CLAUSE

The ARCHITECT/ENGINEER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.



EXHIBIT B

1. CERTIFICATE OF OWNER'S ATTORNEY

I, Frank J. Patrizio, the undersigned, duly authorized and acting legal representative of the Village of Covington, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 2-4-19

Seal:

Signed: Frank J. Patrizio

Title: Law D. Ecobee

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Brenda Carroll, Fiscal Officer of the Village of Covington, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury the Village of Covington, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 2-4-19

Seal:

Signed: Brenda Carroll

Title: Fiscal Officer

RESOLUTION R4-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH O. R. COLAN FOR APPRAISAL AND PROPERTY ACQUISITIONS SERVICES

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:


SEC. 1: The Village of Covington has received a grant for the ST. RT. 41 Reconstruction project;

SEC. 2: Whereas, it is necessary for the Village to acquire property for right of way purposes and to have said property appraised in order to carry out said project;

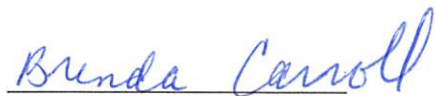
SEC.3: NOW THEREFORE, the Village of Covington's Counsel authorizes the Village Administrator to enter into a contract with O.R. Colan for the acquisition of property and appraisal services; said contract being attached as Exhibit A.

SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED January 22, 2019:


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION. R5-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO CONTRACT FOR SERVICES WITH ACCESS ENGINEERING SOLUTIONS, LLC.

WHEREAS, the Village of Covington intends to complete the complete reconstruction of High Street from State Route 36 to State Route 41 located in said Village;

WHEREAS, the Village of Covington has been awarded grants for the reconstruction of High Street located in said Village;

WHEREAS, it is necessary to engage engineers to continue the development of a topographical survey, right-of-way plans, phase 1 design, and project coordination for said project;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with Access Engineering Solutions, Inc. for engineering services described in attachment A, not to exceed \$97,500.00;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: February 26, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 201 by and between the **VILLAGE OF COVINGTON**, 1 South High Street, Covington, OH 45318 (hereinafter referred to as "Village") and **ACCESS ENGINEERING SOLUTIONS, LLC.**, 1200 Irscher Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the Village is engaged in **High Street (SR 48) Reconstruction – 2019 Phase**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The Village hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the Village, for a period of **Twelve (12)** months, commencing on **January 1, 2019** and ending on **December 31, 2019** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 **Licensure**: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 **Hours**: Consultant is expected to work as necessary, the actual time of which

will be established and agreed upon between the Village and Consultant. The Village has discretion to alter the hours of business from time to time as may be necessary or appropriate. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the Village and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the Village. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the Village.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the Village, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the Village, regardless of how the injury or damage was caused, including negligence on the part of the Village.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the Village in an expedient manner. The Consultant agrees that any Change Order must be approved by the Village in Writing.

2.7. Insurance and Indemnification: Consultant represents to the Village that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the Village harmless for any personal injury or property damage resulting from the performance of its services including but not limited to injuries to its employees incurred during performance of. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by Village shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the Village's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the Village shall compensate Consultant in an amount not to exceed **Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The Village shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the Village shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The Village shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE VILLAGE

5.1 Information: The Village agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the Village with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The Village shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The Village agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Legal: The Village agrees to provide such legal, accounting, and insurance counseling services as may be required for any work requested. However, legal representation of Consultant for its work and employees and or its subcontractors is the sole responsibility of the Consultant.

5.5 Contact: The Village agrees to designate, in writing, a person or persons who shall serve as the Village's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by either party at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The Village shall have the right to terminate Consultant's contract for services at any time for cause. The Village shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the Village that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the Village.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If either the Village or Consultant elects to terminate this contract at will, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.

- (b) If the Village elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the Village and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

7.5 Specifications for Consulting Services: This contract shall be governed by the 'Specifications for Consulting Services, 2016 Edition' as published by the Ohio Department of Transportation. The term "Village" shall be substituted for the term "Department" in said specifications.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC

By: Brice D. Schmitmeyer, PE
President

Dated: _____, 2019

The Village of Covington, Ohio

Signature

Michael L. Busse
Name

Village Administrator
Title

Dated: _____, 2019

Attachment "A"

Scope of Services

ODOT Stage 1 Plan Design - \$37,500

- Completion of the development of Stage 1 plans for submittal to ODOT in March of 2019
- Plans will be Stage 1 Detailed Design Requirements as described in Section 1400 of the ODOT Location and Design Manual Volume 3.
 - Title Sheet
 - Schematic Plan Sheet
 - Typical Section Sheets
 - General Note Sheets
 - Plan and Profile Sheets
 - Cross Section Sheets
 - Intersection Detail Sheets
 - Conceptual Maintenance of Traffic Sheets
 - Preliminary Pavement Marking Plan
 - Drainage Calculations
 - List of known utility conflicts
 - Post Construction Storm Water BMP Design
 - Define construction limits which will be used for Right of Way Acquisition
 - Complete Airway/Highway Clearance Analysis
- Information sheets on individual lot right-of-way. These sheets are intended to provide ODOT the needed information to minimize the amount of right-of-way takes needed on the project.
- Revise Stage 1 Plan Submission per comments provided by ODOT in their Stage 1 Plan Review

ODOT Stage 2 Plan Design - \$47,500

- Completion of the development of Stage 2 plans for submittal to ODOT in October of 2019
- Plans will be Stage 2 Detailed Design Requirements as described in Section 1400 of the ODOT Location and Design Manual Volume 3.
 - Title Sheet updated for Stage 2
 - Schematic Plan Sheet updated for Stage 2
 - Typical Section Sheets updated for Stage 2
 - General Note Sheets with utility companies
 - Maintenance of Traffic Sequence of Operations and local detour notes
 - Maintenance of Traffic Phasing Plans
 - Plan and Profile Sheets updated for Stage 2
 - Cross Section Sheets updated for Stage 2
 - Intersection Detail Sheets with pavement elevations
 - Drive Detail Sheets showing plan and profile information
 - Storm Sewer Profile Sheets
 - Pavement Marking and Signage Plan Sheets
 - Detailed R/W Plan Sheets from the Preliminary Right-of-Way Review
 - Documentation of local alternate detour route and County Engineer Approval
 - Copies of utility company correspondence
 - Cost Estimate for construction and right-of-way acquisition
 - Disposition of Stage 1 Review comments
- Revise Stage 2 Plan Submission per comments provided by ODOT in their Stage 2 Plan Review

Preliminary Right-of-Way Plan Submission - \$7,500

- Completion of Preliminary Right-of-Way Plans for submittal to ODOT in July of 2019.
- The preliminary Right-of-Way Plan submittal will be based upon ODOT's review of the Stage 1 plan submittal. This review will determine the number of right-of-way takes needed on the project.
 - Right of Way Legend Sheets
 - Centerline Plat Sheets
 - Property Map Sheets
 - Summary of Additional Right-of-Way Sheets
 - Right-of-Way Detail Sheets
- Revise Right-of-Way Plan Submission per comments provided by ODOT in their Right-of-Way Plan Review

Project Coordination - \$5,000

- Submittal of update for Round 35 OPWC Application for this project.
- General assistance to the village with potential property acquisition needed for the project. This does not include legal descriptions, appraisals and other related services that will be required by ODOT. These services would be done by an ODOT approved consultant.
- Meeting with the village to discuss project details.
- Council meeting updates as needed.
- Meetings with Main Street Business and Property Owners to discuss project details and get project input.

Final Right-of-Way Plan Submission Price to be determined at a later date. And added as a Contract Amendment

- Completion of Final Right-of-Way Plans for submittal to ODOT in December of 2019.
- Legal Descriptions for all permanent and temporary Right-of-Way takes as determined by Stage 2 Detailed Design Review.
- Closure Calculations for all permanent and temporary Right-of-Way takes as determined by Stage 2 Detailed Design Review.
- Revisions to Preliminary Right-of-Way plans based on Stage 2 Detailed Design Review.
- The Final Right-of-Way Plan submittal will be based upon ODOT's review of the Stage 1 and Stage 2 plan submittals. This review will determine the number of right-of-way takes needed on the project. The Final Right-of-Way submittal will include the updated sheets listed below:
 - Right of Way Legend Sheets
 - Centerline Plat Sheets
 - Property Map Sheets
 - Summary of Additional Right-of-Way Sheets
 - Right-of-Way Detail Sheets

Not Included with this Proposal

- ODOT Final Right-of-Way Plan design services, ODOT Stage III design services, ODOT plan package design services, project bidding services or construction administration services.
- Assistance with land acquisitions outside of the existing right-of-way area.
- Preparation of legal descriptions for potential land acquisitions outside of the existing right-of-way area.
- Geo-technical investigations at the proposed construction site for the purpose of determining sub-base design parameters or existing pavement thickness.
- All needed permit fees.
- Full or part time resident project representation services.

RESOLUTION. R6-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
CONTRACT FOR SERVICES WITH ACCESS ENGINEERING SOLUTIONS, LLC.

WHEREAS, the Village of Covington intends to complete the complete reconstruction of High Street from State Route 36 to State Route 41 located in said Village;

WHEREAS, the Village of Covington has applied for grants for the replacement of Water and Sewer Lines on High Street located in said Village;

WHEREAS, it is necessary to engage engineers to design, prepare plans, and bid documents for the replacement of Water and Sewer Lines on High Street located in said project;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with Access Engineering Solutions, Inc. for engineering services described in attachment A, not to exceed \$90,000.00;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

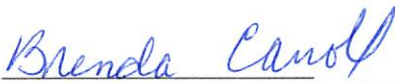
APPROVED: February 26, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 2019 by and between the **VILLAGE OF COVINGTON**, 1 South High Street, Covington, OH 45318 (hereinafter referred to as "Village") and **ACCESS ENGINEERING SOLUTIONS, LLC**, 1200 Irscher Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the Village is engaged in **State Route 48 Waterline and Sanitary Sewer Improvements**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The Village hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the Village, for a period of **Twenty Four (24)** months, commencing on **January 1, 2019** and ending on **December 31, 2020** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 **Licensure**: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 **Hours**: Consultant is expected to work as necessary, the actual time of which

will be established and agreed upon between the Village and Consultant. The Village has discretion to alter the hours of business from time to time as may be necessary or appropriate. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the Village and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the Village. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the Village.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the Village, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the Village, regardless of how the injury or damage was caused, including negligence on the part of the Village.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the Village in an expedient manner. The Consultant agrees that any Change Order must be approved by the Village in Writing.

2.7. Insurance and Indemnification: Consultant represents to the Village that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the Village harmless for any personal injury or property damage resulting from the performance of its services including but not limited to injuries to its employees incurred during performance of. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by Village shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the Village's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the Village shall compensate Consultant in an amount not to exceed **Ninety Thousand Dollars (\$90,000.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The Village shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the Village shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The Village shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE VILLAGE

5.1 Information: The Village agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the Village with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The Village shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The Village agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Legal: The Village agrees to provide such legal, accounting, and insurance counseling services as may be required for any work requested. However, legal representation of Consultant for its work and employees and or its subcontractors is the sole responsibility of the Consultant.

5.5 Contact: The Village agrees to designate, in writing, a person or persons who shall serve as the Village's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by either party at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The Village shall have the right to terminate Consultant's contract for services at any time for cause. The Village shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the Village that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the Village.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If either the Village or Consultant elects to terminate this contract at will, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.

- (b) If the Village elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the Village and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

7.5 Specifications for Consulting Services: This contract shall be governed by the 'Specifications for Consulting Services, 2016 Edition' as published by the Ohio Department of Transportation. The term "Village" shall be substituted for the term "Department" in said specifications.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC

By: Brice D. Schmitmeyer, PE
President

Dated: _____, 2019

The Village of Covington, Ohio

Signature

Michael L. Busse
Name

Village Administrator
Title

Dated: _____, 2019

Attachment "A"

Scope of Services

Preliminary Design Phase \$15,000.00

- In consultation with the Village, determine the general scope, extent, and character of the Project. The general scope is understood to be the replacement of the existing waterline and sanitary sewer on St. Rt. 48 (High Street) starting St. Rt. 41 (Troy Pike) and continuing to the north to US Route 36 (Broadway Street). The approximate overall length of the waterline replacement is 2,500 lineal feet. The approximate overall length of the sanitary sewer replacement is 1,000 lineal feet.
- Work with the Village to obtain OPWC funding for the project. Work includes preparation of funding applications and other necessary measures to secure funding for the project.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings and specifications for review of the waterline layout by the City.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.

Final Design Documents Phase - \$52,500.00

- On the basis of the accepted Preliminary Design Documents, prepare final construction drawings to show the general scope, extent and character of the work to be performed and furnished by the contractor.
- Plans will be designed to the Village's Standards and Specifications.
- Provide the necessary technical criteria, written description and design data for the filing of permit applications to obtain any necessary governmental approvals for the Project.
- Advise the Village as to any adjustments or changes to the Opinion of Probable Construction Cost, based on the final drawings and specifications.
- Prepare for review and approval by the Village; OPWC Funding documentation, Proposed Contract Agreement Forms, Bid Forms, Invitation to Bid, etc., which will be included in the Contract Documents and Specifications.
- Present and review the Final Drawings and Specifications with the Village.

Bidding Phase - \$7,500.00

- Prepare a final construction estimate for use in project bidding.
- Assist the Village in advertising for and obtaining bids, maintain a record of prospective bidders to whom the Bid Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

- Issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents.
- Consult with the Village concerning, and to determine, the acceptability of substitute materials and equipment proposed by the contractor.
- Attend the bid opening, prepare bid tabulation sheet, and assist the Village in evaluating the bids.

Construction Administration Assistance – \$15,000.00

- Prepare Construction Contracts, Notice of Award, Proceed, & Commencement for Contractor. Complete all necessary OPWC forms for official approval of project to proceed.
- Attend all necessary progress meetings between the Village and the Contractor for any interpretation or clarifications that may be necessary throughout the construction process.
- Provide a minimum of two site visits per month and be available to answer any questions from the contractor or the Village representative on the construction site.
- Issue any necessary clarifications and interpretations of the construction plans and specifications as appropriate to the orderly completion of the work.
- Recommend change orders and work change directives to the Village as appropriate. Prepare all change orders and work change directives as required.
- Review applications for payment and make recommendation for payment to the Village. Prepare all required funding payment requests.
- Coordinate needed requirements of OWPC funding.
- Attend a preconstruction meeting on the project.
- Be available via phone for project construction questions from Village.
- Provide site visits on a twice a month basis to meet with the contractor and Village officials.
- Review and approve pay request prepared by the contractor.
- Prepare needed OPWC paperwork for project disbursement requests.
- Attend a final inspection on the project.
- Provide As-Built Construction drawings based upon information provided by the Village and/or the contractor. Gather As-Built constructed data with GPS survey equipment to be used on As-Built Construction Drawings. The drawings will be provided in pdf format.

Items not included in this proposal

- On-site resident project representation services (inspection). This service can be provided on a time and expense basis, if requested by the City.
- Soil borings and evaluation, if needed, on the project.
- Permit Fees, which are to be paid by the City.

RESOLUTION R7-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
ENTER INTO A CONTRACT WITH PETERSON CONSTRUCTION FOR THE
WASTEWATER TREATMENT PLANT PHASE II
BLOWER REPLACEMENT PROJECT

WHEREAS, the Village of Covington has determined that the Village Wastewater Treatment Plant located in the Village is in need of renovations, including but not limited to, the replacement of the blowers and associated piping system;

WHEREAS, the Village Administrator solicited bids for the Wastewater Treatment Plant Phase II Blower Replacement project;

WHEREAS, Peterson Construction. submitted a bid to complete said project and its bid was the lowest and best bid;

NOW THEREFORE, BE IT Resolved by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:


Section 1: The Council of the Village of Covington hereby tentatively awards the Waste Water Treatment Facility Phase II Blower Replacement Project to Peterson Construction, Co Inc.

Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with Peterson Construction Co. Inc. for the completion of the Waste Water Treatment Facility Phase II Blower Replacement.

Section 3: this resolution shall be in effect at the earliest period of time as permitted by law.

APPROVED February 26, 2019


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk/Fiscal Officer



Over 35 years of serving your engineering and surveying needs.

Engineering, Land Surveying

214 West Fourth Street, Greenville, Ohio 45331
Phone 937.548.7511 Fax 937.548.7484
Email info@moteassociates.com
www.moteassociates.com

26 February 2019

Michael Busse, Village Administrator
Village of Covington
1 South High Street
Covington, Ohio 45318

Re: Wastewater Treatment Plant Improvements, Phase II- Blower Replacement

Mr. Busse:

Bids were received for the project referenced above on Friday, February 22, 2019. There were three bids received, and the Bid Tabulation is attached hereto.

The low bid was submitted by Peterson Construction Co. from Wapakoneta, Ohio. We have reviewed their bid package and all documentation has been completed and submitted in accordance with the contract documents. We have worked with Peterson Construction Co. on a couple projects in the past few years, and they have always completed these projects satisfactorily and in a timely manner.

Therefore, Mote & Associates, Inc. recommends Peterson Construction Company in the Base Bid amount of \$229,000.00 for the Wastewater Treatment Plant Improvements, Phase II - Blower Replacement project. If you wish to accept the Alternate Bid #1, the contract cost would be \$322,000.00 which is at the 10% threshold of the original #316,000.00 Engineers estimate.

Should there be any questions, please feel free to contact me at (937) 548-7511.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave R. Mathews', is written over a horizontal line.

Dave R. Mathews, Environmental Projects Manager

Attachment: Bid Tabulation

MMA Mote & Associates
Engineering, Land Surveying

"Serving your engineering and surveying needs since 1972"

**VILLAGE OF COVINGTON
WWTP IMPROVEMENTS PHASE II – BLOWER REPLACEMENT**

Friday, February 22, 2019 @ 10:00 A.M

Engineer's Estimate: Base Bid \$316,000

BID TABULATION

<i>Name of Company</i>	<i>Base Bid</i>	<i>Alternate #1</i>
✓ Doll Layman, Ltd.	257,000.00	341,700.00
Downing Construction Co.		
✓ Fryman-Kuck General Contractors	313,436.00	Ø
✓ Peterson Construction Co.	229,000.00	322,000.00
Quasar Energy Group, LLC		

214 West Fourth Street, Greenville, Ohio 45331 • (937) 548-7511 • Fax: (937) 548-7484

E-mail: info@moteassociates.com • Web: www.moteassociates.com

RESOLUTION. R8-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO CONTRACT WITH THE MONTROSE GROUP FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES

WHEREAS, the Village of Covington intends to implement additional economic development strategies in said Village;

WHEREAS, the Montrose Group has provided the Village of Covington Council with a proposal for these Economic Development Consulting Services;

WHEREAS, the Village of Covington Council finds that the proposal from the Montrose Group provides the Economic Development Services that the Village requires;


NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with The Montrose Group for Economic Development Consulting Services described in attachment A, not to exceed \$20,000;

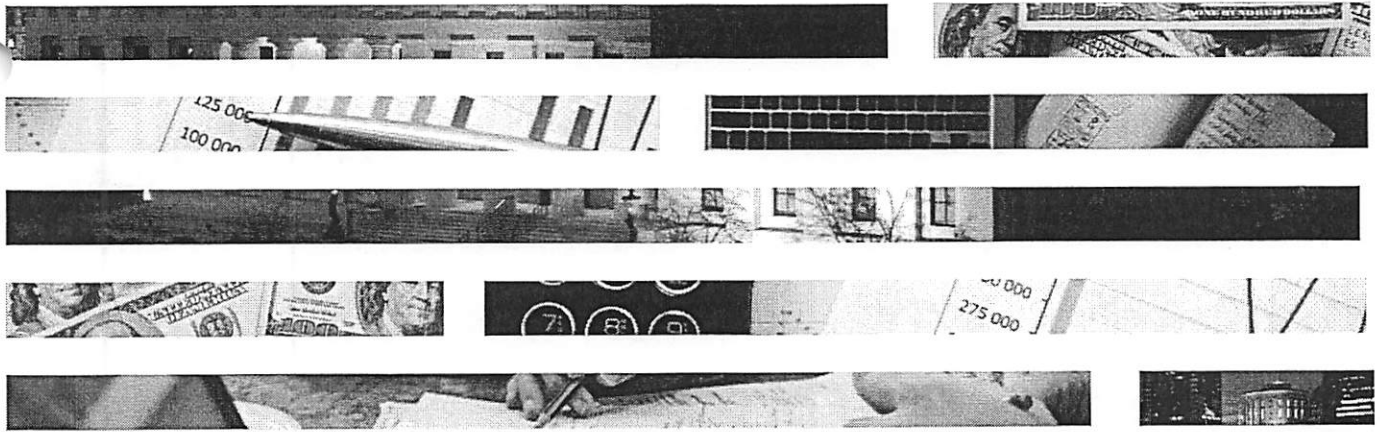
SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: March 4, 2019:


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk / Fiscal Officer



Proposal to the Village of Covington for Economic Development Consulting

FROM MONTROSE DEVELOPMENT ADVISORS
DOWNTOWN REDEVELOPMENT DISTRICT

AUGUST 28, 2018



100 E. BROAD ST. SUITE 1340
COLUMBUS, OHIO 43215
MONTROSEGROUP.LLC.COM



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August 28, 2018

Michael Busse
Village Administrator
Village of Covington
1 South High St.
Covington, OH 45318

Dear Mike:

Thank you for the opportunity to submit our firm's proposal to the Village of Covington to create a Downtown Redevelopment District (DRD) Economic Development Plan. Montrose Development Advisors (Montrose) is a Columbus-based consulting firm that provides economic development planning, lobbying, marketing and public finance and incentive services with substantial assets listed below:

- **Demonstrated Expertise.** Montrose has developed 12 Downtown Redevelopment District economic development plans since September 2016. Montrose brings national economic development leaders to work with the Village of Covington based upon over 65 years of collective experience on dozens of economic development strategic plans including the development of historic preservation tax credits, DRD Economic Development Plans for projects in Athens, Greenville, Versailles, Portsmouth, Columbus and other communities.
- **Regional Knowledge.** As Ohio based economic development consultants who have worked at the local, state and regional level in economic development, Montrose possesses substantial local knowledge of regional economic development forces and successful local strategies.
- **Learn, Listen, Do Approach.** Montrose utilizes a tested economic development approach that learns who a community is through research, listens to what they want to become, and develops an action plan to make those community aspirations a reality.
- **Ready to Work.** The senior level professionals of Montrose present a team with the critical mass and Ohio experience needed to meet public sector schedules and budgets.
- **Strong Record.** Montrose has a strong record of accomplishment related to economic development plans and has top-notch references for Covington's review including Village of Versailles, City of Greenville, Athens County, and Licking County.
- **Public Sector Success.** Montrose, whose leadership has worked in and with both the public and private sector has a strong track record of working with public sector organizations to develop an economic development strategy.

We welcome the opportunity to work with you. In the meantime, if you have any questions please feel free to contact Nate Green at 740-497-1893 or by email at ngreen@montrosegroupllc.com.

Sincerely,



David J. Robinson,
Principal



Nathan V. Green,
Director, Economic Development



PROJECT APPROACH

OVERVIEW

The Village of Covington dates to 1793 when General “Mad” Anthony Wayne set up Fort Rowdy in what would become Covington. The Village today honors the legacy of Fort Rowdy with the Fort Rowdy Museum at 101 E. Spring St. The Fort Rowdy Museum which has served many functions for Covington and Newbury Township including as a firehouse and schoolhouse is listed on the National Register of Historic Places. In an effort to preserve its history and spur investment in its downtown, the Village is considering the creation of a Downtown Redevelopment Districts (DRD) anchored by the Fort Rowdy Museum building.

Ohio municipal corporations can create DRDs to promote rehab of historic buildings if a Village has a certified historic structure or district, creates a DRD district as large as 10 continuous acres around that historic structure or district, and develops a DRD economic development plan. The DRD can gain revenue from up to a 70% property tax exemption and redevelopment charges of all property in the DRD to fund historic and non-historic building rehab, operations of an economic development organization, and public infrastructure.

Montrose proposes a Six steps process to the Village of Covington to redevelop historic properties using DRDs including:

1. identifying and/or certifying an historic building
2. creating a DRD economic development plan
3. adopting a DRD financial model
4. adopting a municipal DRD ordinance following a public hearing
5. filing annual reports with the Ohio Development Services Agency
6. negotiating DRD agreements with building owners, school board and other funders

The Village of Covington asked Montrose for a proposal to provide the Village with a DRD economic development plan for the redevelopment of historic sites in its downtown.



MONTROSE DOWNTOWN REDEVELOPMENT DISTRICT ECONOMIC DEVELOPMENT PLAN APPROACH

DRD ECONOMIC DEVELOPMENT PLAN SCOPE OF WORK

Montrose proposes to provide a DRD economic development plan following their traditional Learn, Listen and Do approach to economic development planning focused on the areas around the historic structures.

PHASE I: LEARN

The first step to create a DRD Economic development plan is to define the DRD District through research from primary data sources to determine the assets and liabilities of the DRD area. "Learn" elements include:

- identifying area historic structures;
- defining one or more DRD's up to 10 acres in Covington by developing a DRD site plan
- researching potential project ideas around historic and non-historic structures in the DRD based upon a community economic development SWOT analysis;
- identifying the DRD project costs including the historic and non-historic building rehab, district operational and infrastructure costs;
- researching potential revenues gained from up to a 70% property tax exemption for 10 and 30 years, and redevelopment charges for district property owners;
- researching other sources of public financing for historic preservation including New Market Tax Credits, Historic Tax Credits, state capital budget community project funding and other funding sources;
- recommending a DRD financial model where costs are met by various revenue streams; and
- outlining local government process for creating the DRD.

PHASE II: LISTEN

Following this research and analysis, Montrose will then listen to community, political and business leaders and property owners to determine potential investments in historic structures and determine the revitalization that needs to occur in the downtown area and the direction the community wants to proceed with DRD revenues. "Listen" elements include:

- conducting several one on one interviews;
- coordinating up to two focus groups; and
- holding a public meeting.



PHASE III: DO

Finally, Montrose will mix the Learn and Listen phases into a concrete plan for economic success in the Downtown Redevelopment District. "Do" elements include:

- defining and mapping the DRD Parcels to include;
- drafting municipal legislation
- developing a plan for the use of DRD Revenues
- developing an operational structure for the DRD
- developing a business development and marketing plan for the DRD
- outlining the activity that is likely to occur in the DRD
- developing the uses of funds for the DRD
- outlining the need for the DRD and the business that could benefit from the District coordinating up to two focus groups; and

PERSONNEL

The Montrose team assembled for this project bring together some of the leading practitioners in economic development planning and strategy. Montrose brings a multi-disciplinary team to economic development planning who have been engaged in various capacities at the state, local, and regional levels in public and private sector organizations. The team members are not only well-versed in the theory and policy side of economic development but are experts in the successful implementation of economic development theory. Through decades of work, the team members have helped shape and transform development at city hall, county offices, the Statehouse, and just as importantly in the halls of private enterprise. The team has the unique perspective of working at high levels of government, then turning that knowledge and expertise into strategy and policy for private enterprise. The team members have advised numerous communities, regional and state organizations on planning, site development, infrastructure, fundraising, finance, organizational structures, community engagements, industry clusters, marketing, and development tools and agreements.



Nate Green, Partner and Director of Economic Development

Nate will be the primary contact for the project, will conduct regular calls and meetings with the Village of Covington and keep The Project Team engaged in this project. Nate has over 19 years of economic development experience and provides economic development planning services, site selection, economic incentive, financial advisory, and infrastructure finance services to communities, companies, developers,



and organizations. Mr. Green has led the development of DRD economic development plans and economic development strategic plans and infrastructure and incentive strategies for the City of Greenville, OH, Village of Versailles, OH, City of Hillsboro, OH, City of Athens, City of Nelsonville, City of Logan, OH, Village of Utica, OH, City of Portsmouth, OH, Athens County, OH, Delaware County, OH, the City of Bowling Green, OH, the City of Circleville, Ohio, the City of Fairborn, Ohio, and Lake County, Illinois. Prior to joining Montrose, Mr. Green was a Vice President, Public Finance for Piper Jaffray, was a manager at JobsOhio where he implemented and oversaw the JobsOhio Network and large projects across Ohio, served as Director of the Strategic Business Investment Division at the Ohio Department of Development (ODOD) where he oversaw the offices of business development, grants and tax incentives, financial incentives, and loans and servicing. Mr. Green also served as Economic Development Director for the Pickaway Progress Partnership, an economic development corporation for Pickaway County, served as Corporate Finance Manager at the Cleveland-Cuyahoga County Port Authority and began his career at the ODOD. Mr. Green earned a bachelor's degree from Bowling Green State University and a Master of Business Administration degree from Ohio University. Mr. Green is a Series 50 certified Municipal Advisor Representative.



Dave Robinson, Principal and Founder

Dave will assist Nate in all aspects of the DRD economic development plan. Dave serves customers based upon 20 years of experience as an economic development executive, lobbyist, lawyer and public relations executive before the federal, state and local governments. He teaches Economic Development at OSU's law for urban redevelopment and public policy schools and worked managing practice groups in large law firms; as a Republican member of the Ohio House of Representatives; as the coordinator for Economic Development of Ameritech Ohio; as Press Secretary for Columbus Mayor Greg Lashutka, and as general counsel of the Ohio Chamber of Commerce. David J. Robinson is a graduate of Bowling Green State University, and Ohio State University Law School. David J. Robinson is a national economic development author with *The Energy Economy* published in August of 2015 by Palgrave-MacMillan, *Economic Development from the State & Local Perspective* in 2014 by Palgrave-MacMillan, *The Electric Company to the Rescue, Saving America's Industrial Heartland Through Electric Rate Incentives*, *The IEDC Economic Development Journal*, Fall, 2009 and Co- Author of *Innovation and Transformation in the Buckeye State*, *The IEDC Economic Development Journal*, Spring, 2010. Mr. Robinson has substantial economic development strategy experience including assisting NW Ohio to develop an energy led economic development strategy on behalf of the Ohio Department of Development, City of Dublin develop a tech



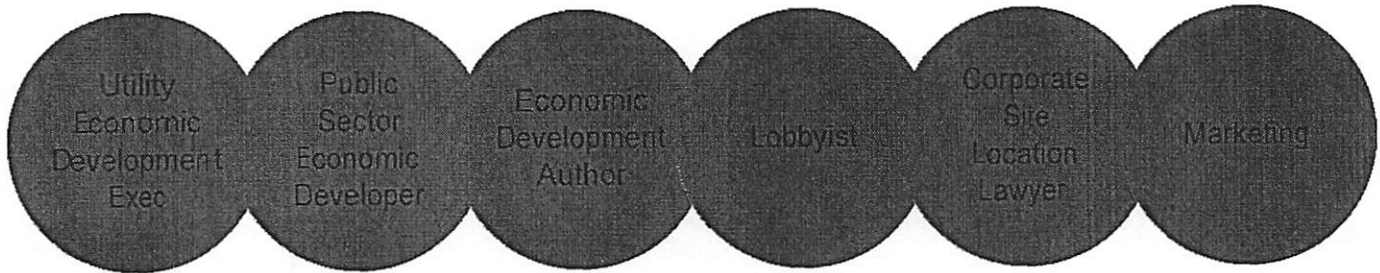
park strategy, and the Solid Waste Authority of Central Ohio to develop a biomass park strategy. David J. Robinson has also gained \$100M in local, state and federal financing for economic development projects.



EXPERIENCE

Montrose is a Columbus based consulting firm providing economic development planning, lobbying, marketing and public finance and incentive services to public and private sector organizations. This experience includes:

MONTROSE'S MULTI-DISCIPLINARY TEAM



Economic Development Planning

- Athens, Ohio Downtown Redevelopment District Plan
- Nelsonville, Ohio Downtown Redevelopment District Plan
- Greenville, Ohio Downtown Redevelopment District Plan
- Versailles, Ohio Downtown Redevelopment District Plan
- Utica, Ohio Downtown Redevelopment District Plan
- Portsmouth, Ohio Downtown Redevelopment District Plan
- Columbus, Ohio Theater District Downtown Redevelopment District Plan
- Hillsboro, Ohio Downtown Redevelopment District Plan
- Logan, Ohio Downtown Redevelopment District Plan
- Athens County, Ohio Comprehensive Economic Development Plan
- Delaware County, Ohio Comprehensive Economic Development Plan
- Columbus 2020 Regional Economic Development Plan Audit
- Circleville, Ohio Comprehensive Economic Development Plan
- Bowling Green, Ohio Wooster Street Corridor Plan
- Community Mercy Health Plan Springfield Fountain Boulevard Site Plan
- Mercy St. Rita's Lima Campus Redevelopment Plan
- Whitehall 5000 East Broad Street Site Plan
- Middletown I-75 Site Development Plan
- Fairborn Tax Incentive Study
- Lake County, Illinois Tax Incentive Study

Legal & Corporate Site Location

- Special Counsel to Ohio Attorney General for editing Ohio Economic Development Manual
- Negotiating zoning, TIF, CRA tax abatement, sewer and drainage easement, JEDD, port authority financing ordinances and agreements
- \$1 B in tax incentive agreements involving aerospace, energy, financial services, housing, logistics, manufacturing, retail & technology companies



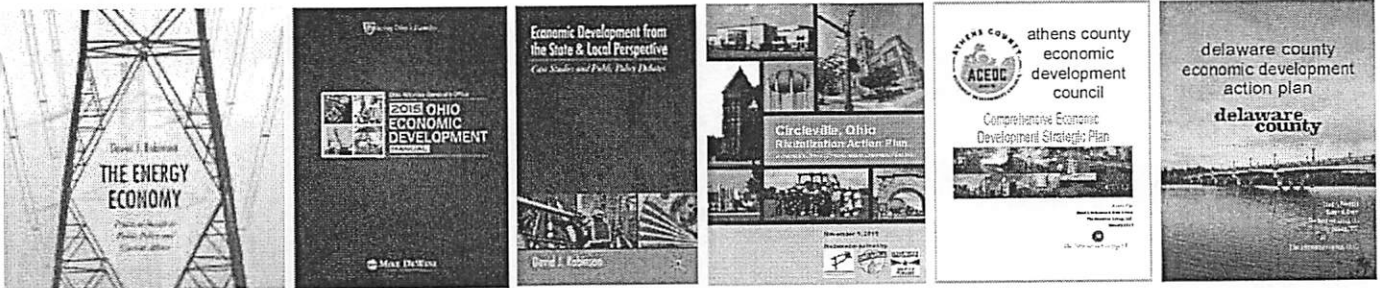
MARKETING

- Coordinated public surveys, focus groups, public meetings and public relations associated with the rollout of the Circleville, Athens and Delaware economic development plans
- Created community marketing strategies for Circleville, Athens and Delaware counties
- Connected communities with private sector companies and developers to implement economic development plans

LOBBYING & PROJECT FINANCING

- Mercy Toledo St. Vincent's Hospital Cherry Street Legacy Project Financing Strategy
- Portsmouth, Circleville, Utica Downtown Redevelopment District Plan
- City of Dublin, Ohio for state and federal funding of infrastructure
- City of New Albany, Ohio
- Columbus Association of Performing Arts
- Community Mercy Health Partners
- Bowling Green State University

The Montrose team has published national economic development textbooks as well as several economic development strategic plans.



Montrose's economic development planning is well suited to a community like Licking County. The case studies below illustrate Montrose's work in like communities.

Versailles, Ohio Downtown Redevelopment District Plan

Montrose recently completed a Downtown Redevelopment District plan for the Village of Versailles. The DRD is anchored by the Historic Village Hall in the center of downtown Versailles. The Village will use the DRD to encourage further development and redevelopment of the downtown as investments are made in historic buildings in the downtown area to encourage growth in office products and residential products. Following Montrose's



traditional, Learn, Listen, and Do approach, the Versailles, Ohio Downtown Redevelopment District plan researched relevant economic data, conducted listening sessions with local government, and business leaders to determine development opportunities and outlined action steps to redevelop historic structures and enhance public infrastructure in Versailles. Versailles Village Council adopted the plan and ordinances in June 2018.

Athens, Ohio Downtown Redevelopment District Plan

Montrose completed a DRD economic development plan for the City of Athens in 2018. This plan will encourage and spark investment along Court St and Union St that are prepared for growth in conjunction with Ohio University's master plan for the areas inside and outside of the campus that will grow. Montrose utilized its Learn, Listen and Do approach to this DRD to develop three districts that the community's business and elected leaders feel are poised for growth. The City adopted the DRD districts and the economic development plan in June 2018.

Greenville, Ohio Downtown Redevelopment District Plan

Montrose completed a DRD economic development plan for the City of Greenville in 2018. This plan calls for nine Downtown Redevelopment Districts centered along the historic district on Broadway. The DRD will encourage investment into historic and non-historic buildings that need capital to encourage future investment into office and residential structures to expand upon the investment that has already been made downtown. Montrose utilized its Learn, Listen and Do approach to this DRD to develop the nine districts that the community's business and elected leaders identified as the most pressing for investment.

Licking County, Ohio Economic Development Action Plan

In December 2017 Montrose finalized an Economic Development Action Plan for GROW Licking County, the economic development agency for Licking County. The Economic Development Action Plan included Montrose's Learn, Listen and Do Approach and resulted in an action plan that recommended steps for a fundraising campaign, Business Retention & Expansion Program, Go Global Licking County, an Advanced Materials Research Park, an Occupational Marketing Campaign, Revitalizing Licking County's Urban Cores, and a Licking County Infrastructure Bank.



PROJECT BUDGET

BUDGET

Montrose estimates this work for the DRD Economic Development Plan will be done over a five to six-month timeframe. The total cost of the DRD economic development plan is \$20,000. Payment for the services outlined above will be made once each phase of the DRD economic development plan is complete and a report is delivered to Covington. Payment for each phase is outlined as such:

Phase	Cost
Learning	\$7,500
Listening	\$5,000
Do	\$7,500

This contract will go into effect upon the signing of this agreement and will remain in effect until the services above have been completed. This fee does not include the services of any architects, engineering or law firms the city may need to engage to determine building costs or draft legal documents such as bond documents and related agreements, but Montrose would be glad to arrange those services for the city through a separate proposal.



REFERENCES

Village of Versailles Downtown Redevelopment District Plan

Rodd Hale
Village Administrator
937-526-3294, Ext 225
roddhale@versaillesohio.cc

Athens County Downtown Redevelopment District Plan

Sara Marrs-
Maxfield Executive
Director
Athens County Economic Development Council
740-597-1420
sara@athenscountyohedc.com

Greenville Ohio Downtown Redevelopment District Plan

Curt Garrison
Safety-Service Director
City of Greenville
937-548-1819
cgarrison@cityofgreenville.org

Licking County Comprehensive Economic Development Plan

GROW Licking County
Nate Strum
Executive Director
(740) 345-9757
nstrum@growlickingcounty.org



RESOLUTION R9-19

A RESOLUTION AUTHORIZING THE RENEWAL OF HEALTH INSURANCE FOR
VILLAGE EMPLOYEES

Whereas, The Village of Covington deems it appropriate and necessary to maintain health insurance benefits for the Village of Covington's employees;

Whereas, the Village of Covington has been presented a renewal from Anthem Blue Cross and Blue Shield and Council has determined that Anthem Blue Cross and Blue Shield will provide insurance benefits at the most economical cost to the Village;

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION 1: that the Village Administrator along with the Fiscal Officer shall be authorized to enter into contracts with Anthem Blue Cross and Blue Shield to provide health, dental and vision insurance benefits for the Village of Covington's employees. Said contracts are more particularly described in Exhibit A.; and

SECTION 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED March 18, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

RESOLUTION R10-19
AUTHORIZING THE VILLAGE ADMINISTRATOR TO PARTICIPATE
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2019

WHEREAS, the Village of Covington (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase 140 Tons of Sodium Chloride (Road Salt) from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 19 **by 12:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

APPROVED: April 1, 2019:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

RESOLUTION R12-19

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A PAVING CONTRACT WITH WAGNER PAVING FOR THE 2019 STREET PAVING PROGRAM

WHEREAS the Village of Covington has sought bids to complete its 2019 street paving program.

WHEREAS Wagner Paving submitted a bid of \$ 88,917.50 to complete the 2019 paving program and said bid was the lowest and best bid for said project;


NOW THEREFORE, BE IT RESOLVED by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

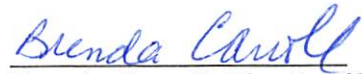
Section I: The Village Administrator is authorized to enter into a contract with Wagner Paving Company, 2 N. Main Street, PO Box B, Laura, Ohio 45337 in the amount of \$88,917.50 for the completion of the 2019 paving program.

Section II: This ordinance shall be effective at the earliest time provided by law.

APPROVED: April 1st, 2019.


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Fiscal Officer/Clerk

**BID TABULATIONS
VILLAGE OF COVINGTON
2019 PAVING PROGRAM**

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	Ticon Paving		Wagner Paving	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
1	Bonding and Insurance	LS	1	\$ 859.36	\$ 859.36	\$ 750.00	\$ 750.00
2	Mobilization	LS	1	\$ 2,847.18	\$ 2,847.18	\$ 2,800.00	\$ 2,800.00
3	Pavement Planing	SY	2,350	\$ 5.14	\$ 12,079.00	\$ 3.05	\$ 7,167.50
4	Chip and Seal	SY	5,600	\$ 4.11	\$ 23,016.00	\$ 1.75	\$ 9,800.00
5	Tack Coat (0.06 Gal/SY)	GAL	400	\$ 6.43	\$ 2,572.00	\$ 6.00	\$ 2,400.00
6	1.5-inch Asphalt Concrete Surface Course	CY	310	\$ 140.28	\$ 43,486.80	\$ 165.00	\$ 51,150.00
7	0.75-inch Asphalt Concrete Leveling Course	CY	25	\$ 154.05	\$ 3,851.25	\$ 200.00	\$ 5,000.00
8	Curb and Gutter Replacement	LF	25	\$ 116.01	\$ 2,900.25	\$ 120.00	\$ 3,000.00
9	Water Valve Adjusted to Grade	EA	8	\$ 200.38	\$ 1,603.04	\$ 125.00	\$ 1,000.00
10	Manhole Adjusted to Grade	EA	12	\$ 390.77	\$ 4,689.24	\$ 250.00	\$ 3,000.00
11	12" Crosswalk Markings	LF	450	\$ 1.49	\$ 670.50	\$ 3.00	\$ 1,350.00
12	Maintaining Traffic	LS	1	\$ 3,192.40	\$ 3,192.40	\$ 1,500.00	\$ 1,500.00
				TOTAL BID	\$ 101,767.02	TOTAL BID	\$ 88,917.50

Wagner Paving is the apparent low bidder on this project.

RESOLUTION NO. R13-19

**A RESOLUTION DECLARING THE NECESSITY OF THE REMOVAL OF A
HAZARDOUS TREE IN THE VILLAGE OF COVINGTON, OHIO AND
DECLARING THE SAME AN EMERGENCY**

WHEREAS, Council for the Village of Covington, Ohio ("Council") has deemed it necessary to require the removal of a dead ash tree in the right-of-way abutting the property located in the Village of Covington, located at 322 South Pearl Street and as more fully described in attached "Exhibit A" by address and parcel number; and

WHEREAS, pursuant to Ohio Revised Code Section 729.02, the Council directed the Village Administrator to cause plans, specifications, and estimates of the costs of such tree removal to be prepared, and to file these in the office of the Village Fiscal officer; and

WHEREAS, the plans, specifications, and estimates of the costs of removal have been filed in the office of the Village Fiscal Officer, and the Council declares it necessary for the removal of the dead ash tree identified herein to be made pursuant to the adoption of the Resolution of Necessity.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Covington, Miami County, Ohio:

Section 1. That Council approves the estimate of cost on file in the office of the Village Fiscal Officer for the removal of a dead ash tree in the right-of-way abutting the South side of the property in the Village of Covington, located at 322 South Pearl Street and as more fully described in attached "Exhibit A" by address and parcel number; and

Section 2. That the owners of said lots and land shall remove the dead ash tree accordance with the specifications on file in the office of the Village Fiscal Officer.

Section 4. That the dead ash tree shall be removed by the owners of the property listed in Exhibit A within thirty (30) days from the date of service of notice to be served by the Village Fiscal Officer upon them in accordance with Ohio Revised Code Section 729.03.

Section 5. In the event the dead ash tree is not removed within the time prescribed in this resolution, the Village of Covington will cause the tree to be removed and assess the costs thereof against the lots and lands abutting the removal.

Section 6. It is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 7. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of having the dead ash tree removed for the well-being and safety of the residents and this Resolution shall be in full force and effect immediately after its passage; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 20th. day of May, 2019.

APPROVED:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council

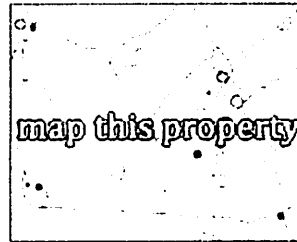


Brenda Carroll, Fiscal Officer

Data For Parcel H19-002110

Base Data

Parcel: H19-002110
Owner: CONKEY DONALD S & JOAN E
Address: 322 S PEARL ST



Tax Mailing Address

Tax Mailing Name: CONKEY DONALD S
Address: 3274 EAGLE WATCH DR
City State Zip: WOODSTOCK GA 30189

Owner Address

Owner Name: CONKEY DONALD S
Address: 322-322 S PEARL ST
City State Zip: COVINGTON OH 45318

Geographic

City: COVINGTON VIL
Township: NEWBERRY
School District: COVINGTON EVSD

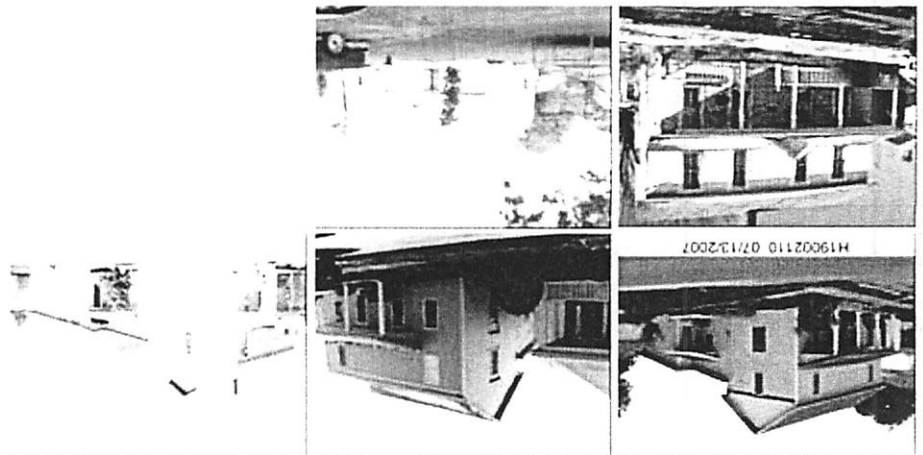
Legal

Legal Acres:	0.17	Homestead Reduction:	NO
Legal Description:	IL 119 33	2.5% Reduction	NO
Land Use:	520 - TWO FAMILY DWELLING OWNER OCCU	Foreclosure:	NA
Neighborhood:	03500	Board of Revision:	NO
Number Of Cards:	1	New Construction:	NA
Annual Tax (Does not include delinquencies.):	\$1,537.16	Divided Property:	NA
Map Number:	080529.3-26-009-00	Routing Number:	080529.3-26-009-00

Photos

The CAMA data presented on this website is current as of 5/18/2019 12:54:28 AM.

[+] Click to enlarge.



Miami County, Ohio - Property Record Card

Parcel: H19-002110

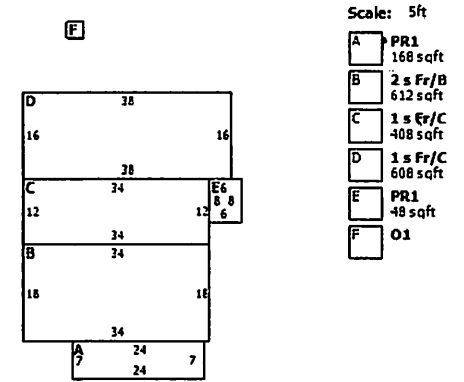
Card: 1

GENERAL PARCEL INFORMATION

Owner CONKEY DONALD S & JOAN E
 Property Address 322 S PEARL ST
 Mailing Address 3274 EAGLE WATCH DR
 WOODSTOCK GA 30189
 Land Use 520 - TWO FAMILY DWELLING OWNER OCCU
 Legal Acreage 0.17
 Legal Description IL 119 33

NOTES

SMDA#: H19-SH010 -011-00



- Scale: 5ft
- A PR1 168 sqft
 - B 2 s Fr/B 612 sqft
 - C 1 s Fr/C 408 sqft
 - D 1 s Fr/C 608 sqft
 - E PR1 48 sqft
 - F O1

VALUATION

	Appraised	Assessed
Land Value	\$18,000.00	\$6,300.00
Improvements Value	\$60,900.00	\$21,320.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$27,620.00	

RESIDENTIAL

Building Style	CONVENTIONAL	Full Baths	2
Year Built	1935	Half Baths	0
Stories	2	Basement	PT BASEMENT
Finished Area	2240	Finished Basement Area	0
First Floor Area	1628	Heating	NO HEAT
Half Floor Area	0	Cooling	NONE
Upper Floor Area	612	Exterior Wall	FRAME/SIDING
Rooms	9	Attic	NONE
Bedrooms	5	Number of Fireplace Openings	0
Family Rooms	0	Number of Fireplace Stacks	0

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
L1 - Regular Lot	0.1667	132	55	105	17330

ADDITIONS

Description	Area	Year Built	Value
PR1 - Porch Frame - Open	168	0	\$4,120.00
PR1 - Porch Frame - Open	48	2003	\$2,650.00

IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
Detach Frame	1900	24x20	480	\$2,600.00

AGRICULTURAL

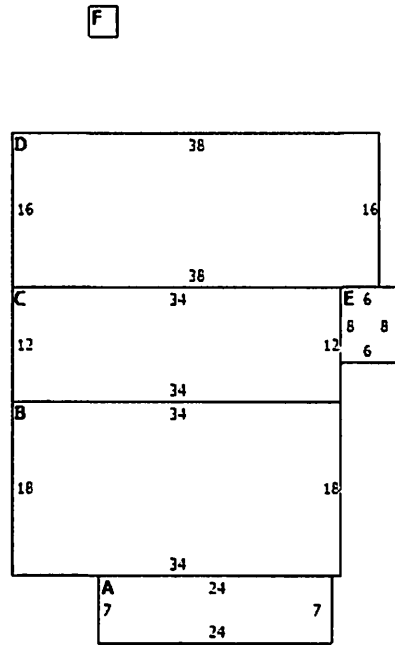
Land Type	Land Usage	Soil Type	Acres
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SALES

Date	Buyer	Seller	Price
7/23/2010	CONKEY DONALD S &	FILBRUN KENTON R	79900
2/25/2010	FILBRUN KENTON R	DEUTSCHE BANK	32000
12/22/2009	DEUTSCHE BANK	EPLEY KENNETH R JR &	75000
7/8/1998	EPLEY KENNETH R JR &	JACKSON BOBBY L ETAL	72250
11/21/1995	JACKSON BOBBY L ETAL	Unknown	0

COMMERCIAL

Scale: 5ft



- A PR1
168 sqft
- B 2 s Fr/B
612 sqft
- C 1 s Fr/C
408 sqft
- D 1 s Fr/C
608 sqft
- E PR1
48 sqft
- F O1

- | | | | |
|-----|------------------------|-----|----------------------------|
| BA3 | Basement Extension | PR2 | Porch-Enclosed-Frame/Equal |
| BL1 | Balcony | PR3 | Porch-Open-Masonry |
| BZ1 | Breezeway-Open | PR4 | Porch-Enclosed-Masonry |
| BZ2 | Breezeway-Closed | PR5 | Portico |
| CP1 | Carport | PR6 | Open Screen Porch |
| CY1 | Canopy-Frame Metal | PT1 | Patio |
| CY2 | Canopy-Metal | PT2 | Patio-Brick |
| CY3 | Canopy Over Patio | PT3 | Patio-Stone |
| CY4 | Canopy Over Stoop | PT4 | Redwood Patio |
| CY5 | RFX | SH1 | Shed-Frame/Equal |
| CY6 | RFX/Patio | SH2 | Shed-Masonry |
| CY7 | RFX/MS | SP1 | Indoor Pool |
| GH1 | Greenhouse | ST1 | Stoop Masonry |
| GR1 | Garage-Frame/Equal | WD1 | Wood Deck |
| GR2 | Garage-Brick | O1 | Outbuilding 1 |
| GR3 | Garage-Stone | O2 | Outbuilding 2 |
| GR4 | Garage-Basement | O3 | Outbuilding 3 |
| GR5 | Garage-Integral | O4 | Outbuilding 4 |
| GR6 | Shop | O5 | Outbuilding 5 |
| GZ1 | Gazebo | | |
| PR1 | Porch-Open-Frame/Equal | | |

RESOLUTION NO. R14-19

A RESOLUTION DECLARING THE INTENTION TO PROCEED UNDER THE
ALTERNATIVE TAX DOCUMENT FORMAT PROVIDED UNDER OHIO REVISED
CODE SECTION 5705.281

WHEREAS, Ohio Revised Code Section 5705.281 provides that the majority of the members of the county budget commission and the county auditor county may waive the requirement of a taxing authority of a subdivision or other taxing unit to adopt a tax budget;

WHEREAS, the Village of Covington has been notified that both the Miami County Budget Commission and the Miami County Auditor have voted to waive the requirement of the Village of Covington to adopt a tax budget;

WHEREAS, the Council for the Village of Covington, as the taxing authority for the Village, elects to refrain from adopting a tax budget for the fiscal year 2020 and, in the alternative, desires to submit to the Budget Commission the information and documents which it has indicated will be necessary in the absence of the adoption of a tax budget;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COVINGTON, STATE OF OHIO:

SECTION 1: the Village of Covington declares its intention to proceed under the alternative tax document format provided under Ohio Revised Code Section 5705.281, and it will refrain from the preparation of a tax budget for the 2020 fiscal year;

SECTION 2: the Village of Covington's Council authorizes and directs that its fiscal officer shall prepare and submit to the Miami County Budget Commission such information and documents as required by said commission to comply with the waiver authorized under Ohio Revised Code 5705.281; and

SECTION 3: this resolution shall take effect at the earliest time provided by law.

Adopted this 3rd day of June, 2019.



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer

RESOLUTION NO. R15-19

A RESOLUTION APPROVING THE ALTERNATIVE TAX DOCUMENT

WHEREAS, the Council for the Village of Covington, as the taxing authority for the Village, elected to refrain from adopting a tax budget for the fiscal year 2020 and, in the alternative, elected to submit to the Budget Commission the information and documents which it has indicated will be necessary in the absence of the adoption of a tax budget;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COVINGTON, STATE OF OHIO:

SECTION 1: the Village of Covington's council has reviewed and approves the alternative tax budget documents prepared by the fiscal officer and authorizes the filing of said documents with the Miami County Budget Commission; and

SECTION 2: this resolution shall take effect at the earliest time provided by law.

Adopted this 24th day of June, 2019.



Edward L. McCord, Mayor



R. Scott Tobias, President Pro Tempore of Council



Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION R16-19

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE VILLAGE OF COVINGTON ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS WATER AND SEWER FUNDS FOR THE SR 48 WATERLINE & SANITARY SEWER REPLACEMENT PROJECT, OPWC PROJECT NUMBERS CT62W/CT63W, WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the Village of Covington on behalf of the State of Ohio that:

Section 1. The Village of Covington reasonably expects to receive a reimbursement for the SR 48 Waterline and Sanitary Sewer Replacement Project as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$352,000.

Section 3. The Fiscal Officer/Clerk of the Village of Covington is hereby directed to file a copy of this Resolution with Village of Covington for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

Section 4. The Village of Covington Council finds and determines that all formal actions of this Village concerning and relating to the adoption of this Resolution were taken in an open meeting of the Village of Covington and that all deliberations of this Village and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Adopted this 15th day of July, 2019.

Handwritten signature of Edward L. McCord in blue ink.

Edward L. McCord, Mayor

Handwritten signature of R. Scott Tobias in blue ink.

R. Scott Tobias, President Pro Tempore of Council

Handwritten signature of Brenda Carroll in blue ink.

Brenda Carroll, Clerk/Fiscal Officer

The foregoing is a true and correct excerpt from the minutes of the meeting on July 15, 2019, of the Village of Covington, Miami County showing the adoption of the resolution hereinabove set forth.

A handwritten signature in blue ink that reads "Brenda Carroll". The signature is written in a cursive style and is positioned above a horizontal line.

Brenda Carroll, Clerk / Fiscal Officer

RESOLUTION NO. R17-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO PURCHASE A NEW VERMEER CHIPPER THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM

WHEREAS, Covington Savings and Loan has provided a quote for the financing of a 2019 Vermeer BC1000XL chipper;

WHEREAS, the Village of Covington desires to apply for a \$31,065.00 loan to finance the aforementioned 2019 Vermeer BC1000XL chipper; and

NOW, THEREFORE, pursuant to the forgoing, be it resolved by the Council for the Village of Covington, Miami County, Ohio, as follows:

SECTION ONE: That the Village of Covington authorizes the Village Administrator to sign all necessary documents required to purchase a 2019 Vermeer BC1000XL chipper through the State of Ohio Cooperative purchasing program and Vermeer Heartland INC;

SECTION TWO: That the Village of Covington authorizes the Village Administrator to apply for a loan with Covington Savings and Loan for the purchase of a 2019 Vermeer BC1000XL chipper;

SECTION THREE: That the Village Administrator is authorized and directed to sign all necessary documents required by Covington Savings and Loan to obtain said loan;


SECTION FOUR: That the Village of Covington shall obligate the funds required to satisfactorily repay the loan for the Vermeer Chipper; and

SECTION FIVE: That this resolution shall take effect at the earliest time permissible by law.

Passed this 15th day of July, 2019.


Edward L. McCord, Mayor


R. Scott Tobias, Council President


Brenda Carroll, Clerk/Fiscal Officer

Vermeer Heartland, Inc.



2574 US Highway 22 NW
Washington Court House, OH 43160
Phone: 740-335-8571 / Fax: 740-335-1926

Quote

Village of Covington	PO#	7/9/2019
Mike Busse		Taxable <input type="checkbox"/>
One South High Street		TaxType
Covington, OH 45318		SalesTaxPercent 0.070

Equipment Details

1	BC1000XL20VP	BC1000XL 3.0L GAS DOMESTIC VALUE PACKAGE(Includes -420, -027, -019, -086, -074)	\$29,727.00
1	BC1000XL992	BELT AND KNIFE SERVICE KIT	\$332.00
1	BC1000XL994	CONE STORAGE MOUNT	\$326.00
Total Price*			\$30,385.00

Freight/Prep	\$680.00
Grand Total	\$31,065.00

Machine price from July 2018 Ohio STS contract, and is subject to increase with July 2019 contract update.

If you have any questions, please call Paul Strasinger at (937) 604-3573.

*Total Price includes Down Payments, Rental Credit or discounts.

If above equipment is New: The Vermeer limited warranty is the only warranty applicable to this new equipment and is expressly in lieu of all other warranties by the seller/dealer, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Nothing in this language shall modify or change the obligations set forth in the existing manufacturer's written warranty.

If above equipment is Used: Any used equipment sold to the purchaser by the dealer under this written agreement is sold at the time of delivery by seller/dealer without any guarantee or warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this purchase order or in a separate writing furnished to the purchaser by the dealer at the time of sale.

A FINANCE CHARGE of 11/2% per month shall be charged to accounts on the 11th day of each month on the amount of the previous balance remaining unpaid. This FINANCE CHARGE is equivalent to an ANNUAL PERCENTAGE RATE OF 18%.

CUSTOMER RESPONSIBLE FOR ANY AND ALL TAXES NOT QUOTED OR COLLECTED BY VERMEER HEARTLAND, INC.

Sales Signature _____ Customer Signature _____

RESOLUTION NO. R18-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH THE COVINGTON SAVINGS AND LOAN ASSOCIATION

WHEREAS, it is necessary for the Village of Covington to maintain bank accounts for the various village needs, including, but not limited to, deposits and check writing services;

WHEREAS, The Covington Savings and Loan Association has offered these banking services to the Village of Covington as set forth in the memorandum of agreement attached hereto as Exhibit A;

NOW, THEREFORE, pursuant to the forgoing, be it resolved by the Council of the Village of Covington, Miami County, Ohio, as follows:

SECTION ONE: That the Village of Covington approves the Memorandum of Understanding and authorizes the Village Administrator and Fiscal Officer to execute the Memorandum of Agreement provided by the Covington Savings and Loan Association attached as Exhibit A.

SECTION TWO: That this resolution shall take effect at the earliest time provided by law.

Passed this 5th day of August, 2019



Edward L. McCord, Mayor



R Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer/Clerk

**MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, Covington Savings & Loan Assoc., a financial institution corporation under the laws of the State of Ohio located and doing business within Miami County, Ohio, is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of Ten Million Six Hundred Sixty-Three Thousand Two Hundred Sixteen Dollars (\$10,663,216.00) and thirty percent (30%) total assets of Twenty Million Seven Hundred Fifteen Thousand Nine Hundred Twenty-Five Dollars and (\$20,715,925.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Village of Covington, that for the full term beginning July 15, 2019 ending July 14, 2024, both inclusive, it will accept for deposit and safekeeping the maximum sum of Two Million Dollars (\$2,000,000.00) or any part thereof of the active deposits of the Village of Covington, and it will accept for deposit and safekeeping the maximum sum of Two Million Dollars (\$2,000,000.00) of the inactive deposits of the said subdivision as active, and inactive deposits, as defined in Section 135.01 of the Revised Code.

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Village of Covington, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Village of Covington has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth: _ (\$) for the period beginning July 15, 2019 and ending July 14, 2024 as active deposits; and Zero Dollars (\$0.00) for the period beginning N/A and ending N/A as inactive deposits and Two Million Dollars (\$2,000,000.00) for the period beginning July 15, 2019 and ending July 14, 2024 as inactive deposits both dates inclusive and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposits of public moneys; the total of which active, and inactive deposits awarded totals Two Million Dollars (\$2,000,000.00), a total which does not exceed the limit set by Section 135.03, of the Revised Code, thirty percent of the total asset of the Financial Institution;

Said Financial Institutions further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Village of Covington for the benefit of said Village of Covington and to its satisfaction, and to the satisfaction of the legal advisor of Village of Covington as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the same time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award. Type of securities deposited or security offered:

Permissible Securities having sufficient market value to cover deposits beyond the amount covered by FDIC.

Said Financial Institution further covenants and agrees that any or all the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Village of Covington executed by such authorized person(s) and according to such procedure as said Village of Covington may designate and prescribe; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Village of Covington on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Village of Covington in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 15, 2019 and ending July 14, 2024, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Village of Covington as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bonds for the compliance by the Federal Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state of federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 15th day of July, 2019.

The Covington Savings & Loan Assoc.

By: 
Ronald A Sutherland, President

By: 
Michael L Sanderson, Vice President

The Village of Covington

By: _____
Name Title

By: Brenda Canoll Fiscal officer
Name Title

By: _____
Name Title

RESOLUTION. R19-19

A RESOLUTION TO LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF
PAYING THE COST OF LIGHTING THE STREETS IN THE
VILLAGE OF COVINGTON, OHIO FOR THE YEAR 2020

WHEREAS, Council has determined it to be necessary and advisable to continue the lighting of the streets in the Village of Covington, Ohio for the preservation of the health, safety and general welfare of the residents of the Village, and

WHEREAS, there is a necessity of levying a special assessment to help pay for the expense of said lighting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF COVINGTON, MIAMI COUNTY, OHIO, THAT:

- SEC. 1: For the purpose of paying the cost of expenses of lighting the streets of the Village of Covington, Miami County, Ohio, the sum of Forty-Five Thousand Dollars (\$45,000.00) shall be levied and assessed against all the lots, lands and properties within the Village by percentages of the tax value thereof; and
- SEC. 2: The fiscal officer of the Village of Covington, be and is hereby directed to certify a copy of this Resolution to the Auditor of Miami County in accordance with ORC Section 727.30; and
- SEC. 3: This Resolution shall take effect at the earliest time permitted by law.

Passed this 5th. day of August, 2019:

APPROVED:


Edward McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Fiscal Officer

RESOLUTION R20-19

A RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS
AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO CONDUCT
SEPARATE INTERNET AUCTIONS TO SELL EQUIPMENT

Whereas, The Village of Covington deems it appropriate and beneficial to dispose of a Bandit Chipper Vin #37978; and

Whereas, The Village of Covington also deems it appropriate and beneficial to dispose of a Durapatcher pavement repair machine Ser #20242

Whereas, the internet auction site gov deals provides this service for a fee ; and

Whereas, The Village of Covington Council believes that an internet auction is the most efficient and beneficial way to sell this surplus equipment;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION 1: The council of the Village of Covington is hereby declaring the Bandit Chipper Vin # and the Durapatcher Vin # as surplus; and

SECTION 2: The Village Administrator is authorized to auction off the above referenced Chipper and the Durapatcher in separate auctions to the highest bidders utilizing the internet auction site gov deals.

SECTION 3: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED August 5, 2019


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk\Fiscal Officer

RESOLUTION NO. R21-19

A RESOLUTION TO ESTABLISH A CREDIT CARD POLICY AND PROCEDURES
FOR THE VILLAGE OF COVINGTON PURSUANT TO HOUSE BILL 312 AND
COMPLIANCE WITH OHIO REVISED CODE SECTION 717.13(A)

WHEREAS, the Ohio State Legislature has enacted House Bill 312, regulating the use of credit cards and debit cards by political subdivisions; and

WHEREAS, House Bill 312, ("HB 312") further requires the legislative authority of the political subdivision that holds a credit card account to adopt a written policy, which must comply with various requirements of the Ohio Revised Code Section 717.13, for the use of credit card accounts; and

WHEREAS, the Covington Council wishes to establish the Village's policy pertaining to the use of village credit cards in order to comply with the current law.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COVINGTON, STATE OF OHIO:

SECTION 1: The Village of Covington's council hereby enacts a Credit Card Policy as set forth in substantially the same form as attached hereto as "Exhibit A"; and

SECTION 2: this resolution shall take effect at the earliest time provided by law.

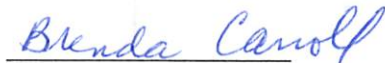
Adopted this 16th day of September, 2019.



Edward L. McCord, Mayor



R. Scott Tobias, President Pro Tempore of Council



Brenda Carroll, Clerk/Fiscal Officer

EXHIBIT "A"

VILLAGE OF COVINGTON CREDIT CARD POLICY AND PROCEDURES

1. Purpose:

The purpose of this policy is to ensure that all use of credit cards by Village employees is in compliance with the requirements established by Ohio Revised Code Section 717.31(A), and to insure that all purchases made by their use are for proper public purposes.

2. Definitions

"Credit card account" means any bank-issued credit card account, store- issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or to transact with the account, and any debit or gift card account related to the receipt of grant moneys.

"Credit card account" does not include a procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the card account.

"Presentation Instruments" are also known as or include credit cards.

3. Officers or Employees Authorized to Use a Credit Card Accounts

Credit Cards may be used by the following:

- a. The Village Administrator or the Administrator's designee.
- b. The Fiscal Officer or the Fiscal Officer's designee.
- c. The Village Services Supervisor or the Village Services Supervisor's designee.
- d. The Police Chief or the Police Chiefs designee.

4. Types of Expenses for Which a Credit Card Account May be Used

- a. Credit Card Account purchases MUST be for proper public purposes. Expenditures must be for authorized Village work-related expenses that benefit the Village. Examples of appropriate expenditures are:
 - i. Tools to complete Village tasks and owned by the Village, including online purchases.

- ii. Materials and/or supplies that are necessary for completion of a Village project, including online purchases.
 - iii. Travel expenses (i.e. lodging, transportation, seminar fees, etc.), including online purchases.
 - iv. Motor vehicle repair and maintenance expenses for Village owned vehicles or equipment with prior authorization.
- b. Credit Card Accounts CANNOT be used for the following expenses:
- i. Personal expenses, including, but not limited to entertainment, personal goods, personal services. Any purchase/use for personal benefit rather than the benefit of the Village (proper public purpose) is an unauthorized use and misuse of a credit card.
 - ii. Alcohol.
 - iii. Cash Withdrawals - No officer or employee of the Village shall make a cash withdrawal (to include additional cash with purchase).
 - iv. Refunds - No officer or employee of the Village shall accept a cash refund. ANY refund or credit for returned materials (goods) must be entered by the vendor against the "credit card" for the Village.
 - v. Gift Cards
- c. No late charges or finance charges shall be allowed as an allowable expense unless authorized by Village Council.

Procedure for Acquisition, Use and Management of the Credit Card Accounts

- a. The Fiscal Officer and Village Administrator are responsible for administration of Village credit card accounts, to include, but not limited to, selection of card provider, payment of credit card bills, managing issuance of cards, and ensuring proper use.
- b. Documentation will be kept / filed with the credit card account at the business, such as tax exempt forms.
- c. The Fiscal Officer shall retain general possession and control of all credit card accounts, and presentation instruments related to the account.
- d. Village credit cards retained by any authorized Officer or Employee shall be safeguarded when not in use.
- e. The Fiscal Officer and Village Administrator may develop additional internal accounting controls for management and use of credit card accounts.
- f. Procedure for Reporting Lost or Stolen Credit Cards. Whenever any officer or employee who is authorized to use a credit card suspects the

loss, theft, or possibility of an unauthorized or unlawful misuse of a credit card account or a credit card, the officer or employee shall notify the Fiscal Officer and Village Administrator **immediately**, and subsequently make a report in writing. The Fiscal Officer, in turn, shall immediately notify cardholder services to place a hold on the relevant credit card account.

6. Procedure for Submitting Itemized receipts to the Fiscal Officer of a credit card account and presentation instruments related to the account including cards and checks.

- a. The Presentation Instrument(s) related to any credit card account shall be limited to a credit card(s) no other Presentation Instrument such as checks shall be obtained or used.
- b. Appropriation and encumbrance (Purchase Order) credit cards will still require the normal appropriation and encumbrance system to be followed. All purchases via credit cards must assure that any and all purchases have sufficient funds appropriated and encumbered to cover the purchase and/or daily/weekly/monthly maximum purchase limits. Additional controls and/or other purchasing procedures established by the Fiscal Officer may also be required to be followed. (Departments must have opened a purchase order prior to making purchases and have sufficient funds to cover purchases.)
- c. Approval from/by the Fiscal Officer, or Village Administrator, and the Department Head for purchases with Village credit cards must be obtained prior to purchases.
- d. Debt incurred as a result of use of a credit card pursuant to this policy shall be paid from moneys appropriated to specific appropriation line items of the department for work-related expenses.
- e. Itemized Receipts
 - i. For every transaction/use of a credit card, the user/purchaser must submit an itemized receipt to the Fiscal Officer or designee as soon as practical.
 - ii. The itemized receipt shall have the purchase order number written on it.
 - iii. The itemized receipt shall have the purpose and/or "project" for which the purchase was made written on it.
 - iv. For all travel related expenses, purchases must also comply with the itemized receipt requirements set forth by the Village.
 - v. A credit card statement will NOT suffice for itemized receipt.
 - vi. Missing documentation (itemized receipts) may result in an employee being personally responsible for the purchase/expense,

and/or may be considered misuse of a credit card.

f. No Copies of a credit card shall ever be produced.

g. Every effort shall be made to assure that a purchase with a credit card account is exempt from any and all taxes possible.

7. Procedure for Credit Card Issuance. Credit Card Reissuance. Credit Card Cancellation and the process for Reporting Lost or Stolen Credit Cards

a. Whenever any officer or employee who is authorized to use a credit card suspects the loss, theft, or possibility of an unauthorized or unlawful misuse of a credit card the officer or employee shall notify the Fiscal Officer and Village Administrator immediately, and subsequently make a report in writing. The Fiscal Officer, in turn, shall immediately notify cardholder services to place a hold on the relevant account.

b. The Village Administrator and/or the Fiscal Officer is responsible for administration of Village credit card accounts, including but not limited to cancellation of credit card accounts.

8. Maximum Credit Limits for Credit Card Accounts

Credit cards will have credit limits to be determined by the Fiscal Officer with a maximum credit limit per card not to exceed \$10,000.

9. Misuse of a credit card

The use of a Village credit card account for expenses beyond those authorized by this Policy, or any failure to comply with this Credit Card Policy and Procedures, constitutes misuse of a credit card account.

a. Criminal Penalty

An officer or employee of the political subdivision or a public servant as defined under section 2921.01 of the Revised Code who knowingly misuses a credit card account held by the Village of Covington violates section 2913.21 of the Revised Code, as well as any other applicable criminal penalty.

b. Disciplinary Action

Misuse of a credit card account may also subject an officer or employee of the Village to disciplinary action.

c. Liability

The officer or employee is liable in person and upon any official bond the officer or employee has given to the political subdivision to reimburse the treasury the amount for which the officer or employee does not provide itemized receipts in accordance with this policy and/or for any other unauthorized use of a "credit card" as established by this policy.

10. Presentation Instruments for AU Credit Card Accounts

The name of the "Village of Covington" shall appear on each Presentation Instrument related to any credit card account.

11. Quarterly Reports to Village Council

The Mayor and the Village Council shall review the following at least quarterly:

- a. The number of credit cards and accounts issued;
- b. The number of active cards and accounts issued;
- c. The cards' and accounts' expiration dates; and
- d. The cards' and accounts' credit limits.

12. Annual Report of Rewards of Credit Card Accounts

The Fiscal Officer or their designee shall file a report with Village Council detailing all rewards received based on the use of the political subdivision's credit card account on an annual basis.

13. Subject to Audit

All purchases via credit cards are subject to audit by the Village Administrator, the Fiscal Officer and/or the Auditor of State to verify compliance with this policy and/or State law. Auditing by the Fiscal Officer will be by periodic internal reviews of purchases via credit cards. Any non-compliance discovered by the Village Fiscal Officer will be reported to the Auditor of State. Non-compliance may result in a finding by the Auditor of State.

14. Improper Expenditure

If it is determined that there has been a credit card expenditure beyond the appropriated or authorized amount and/or in non-compliance with this policy, the Fiscal Officer and/or the Department Head shall immediately notify the Village Administrator and Department Head of such actions.

15. Signed Acknowledgement

All authorized users of Village credit cards shall sign acknowledgment of this Credit Card Policy and Procedures before receiving a Village credit card. See Attachment A".

ATTACHMENT "A"
Credit Card Holder Acknowledgment Form

I, _____, an employee or officer of the Village of Covington, acknowledge: that I:

1. have received a copy of the Village's Credit Card Policy and Procedures, and
2. have read and understand the Village's Credit Card Policy and Procedures, and
3. agree to conform to all the conditions and requirements of the Village's Credit Card Policy and Procedures, and
4. accept personal responsibility for the safeguard and proper use of any and all Village credit cards, which either have been provided to me or "checked out" for use in performance of my Village duties, and
5. understand that I am personally liable for the misuse of any Village credit cards provided to me or "checked out" by me, and
6. shall be held personally responsible for the misuse of any Village credit cards provided to me or "checked out" by me, and
7. shall be held personally responsible for inappropriate charges made on any Village credit cards provided to me or "checked out" by me, and
8. shall be held personally responsible for failing to timely provide the Fiscal Officer with itemized receipts, and
9. shall be held personally responsible for failing to timely notify the Fiscal Officer that a Village credit card(s) provided to me or "checked out" by me is lost or compromised, and
10. understand the Fiscal Officer or the Village Administrator, shall, at a minimum, discontinue my use of a Village credit card for violation or misuse of the credit card, and
11. understand my misuse of any Village credit cards may lead to discipline, which could include termination/demotion, and
12. understand my misuse of any Village credit cards may subject me to potential criminal penalties in addition to potential discipline, and
13. hereby authorize that any inappropriate charges may be withheld from my salary.

Employee's Printed Name

Employee's Signature

Date _____

RESOLUTION R22-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH OUTDOOR ENTERPRISES FOR THE LUDLOW-HAZEL AREA STORM SEWER IMPROVEMENT PROJECT

WHEREAS, the Village of Covington has determined that the Ludlow-Hazel Street Storm Sewer located in the Village is in need of renovations, including but not limited to, the replacement of the underground storm piping, catch basins and manholes;

WHEREAS, the Village Administrator solicited bids for the Ludlow-Hazel Street Area Storm Sewer Improvement project;

WHEREAS, Outdoor Enterprise submitted a bid to complete said project and its bid was the lowest and best bid;

NOW THEREFORE, BE IT Resolved by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the Ludlow-Hazel Street Area Storm Sewer Improvement project to Outdoor Enterprise. \$41,645.00

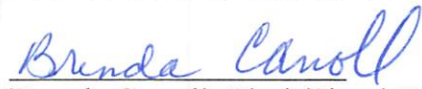
Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with Outdoor Enterprise for the completion of the Ludlow-Hazel Street Area Storm Sewer Improvement project.

Section 3: this resolution shall be in effect at the earliest period of time as permitted by law.

APPROVED September 3, 2019


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk/Fiscal Officer



September 3, 2019

Michael Busse, Village Administrator
Village of Covington
1 South High Street
Covington, OH 45318

Re: Ludlow-Hazel Area Storm Sewer Improvements
Village of Covington
Project No. 218824.02

Dear Mr. Busse:

Access Engineering Solutions, LLC. has reviewed the bids received on August 30, 2019 for the above referenced project and has compiled the bid results which are enclosed. A total of six (6) bids were received and the apparent low bidder was Outdoor Enterprise with a bid price of \$41,645.00. The second low bidder was M & T Excavating with a bid price of \$42,344.00

Based upon the review of these bids, it is our recommendation that the Village of Covington accepts Outdoor Enterprise as the best bid for this project and enters into a contract for the amount of \$41,645.00.

If you have any questions or require additional information, please contact our office.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in black ink, appearing to read "Brice Schmitmeyer", is written over a faint, illegible printed name.

Brice Schmitmeyer. P.E.
President

bds/jmg

enclosure



BID OPENING

PROJECT: Ludlow-Hazel Area Storm Sewer Improvements
Village of Covington, OH
218824.02

DATE: August 30, 2019
TIME: 10:00 A.M.
ENGINEER'S ESTIMATE: \$50,000

No.	Name of Contractor	Location	Bid Price
1	Outdoor Enterprise	Casstown, OH	\$41,645.00
2	M&T Excavating	Bradford, OH	\$42,344.00
3	Tom's Construction	St. Henry, OH	\$43,643.00
4	Durst Bros. Excavating, Inc.	Tipp City, OH	\$46,575.00
5	Brumbaugh Construction, Inc.	Arcanum, OH	\$47,805.00
6	Finfrock Construction	Covington, OH	\$47,825.00
7	Monin Excavating	Covington, OH	No Bid
8	Shinn Bros., Inc.	Celina, OH	No Bid
9			
10			
11			
12			
13			
14			
15			

RESOLUTION R23-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A PROPERTY AND CASUALTY LIABILITY INSURANCE CONTRACT WITH USI INSURANCE AND THE PUBLIC ENTITIES POOL OF OHIO.

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SEC. 1: The Village of Covington deems it important and necessary to enter into a property and casualty insurance contract;


SEC. 2: Whereas, USI Insurance, representing the Public Entities Pool of Ohio, has proposed the attached property and casualty insurance liability contract and said contract adequately provides the village with proper insurance coverage; \$ 24,919.00

SEC. 3: Now therefore, Council authorizes the Village Administrator to execute and expend the funds necessary to enter into the proposed casualty insurance contract with USI Insurance; and

SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED September 16th 2019


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk / Fiscal Officer

Premium Summary

Coverage	Proposed Term Premium
General Liability	\$2,685
Auto Liability	\$1,294
Auto Physical Damage	\$2,943
Public Officials Liability	\$625
Employment Practices Liability	Included
Law Enforcement Liability	\$1,930
Property	\$13,966
Time Element Coverage	Included
Equipment Breakdown	Included
Crime	\$1
Inland Marine	Included
Electronic Data Processing	Included
Cyber Liability	Included
Excess Liability	\$1,475
TOTAL ESTIMATED ANNUAL PREMIUM	\$24,919

Payment Terms:

- Annual Payment
- Premium due upon receipt of invoice
- 3 Year Rate Guarantee, Subject to 60% Loss Ratio
- Quote Subject to Favorable Loss Runs

Binding Requirements:

- Signed Intergovernmental Contract / Proxy Statement

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.



Member: Village of Covington

**INTERGOVERNMENTAL CONTRACT
FOR THE ADMINISTRATION OF THE
PUBLIC ENTITIES POOL OF OHIO**

Whereas, Ohio Revised Code 2744.081, as the same may be amended, authorizes political subdivisions to join with other political subdivisions to establish and maintain a joint self-insurance pool; and

Whereas, in 1987, certain Ohio political subdivisions entered into an Intergovernmental Contract for the Administration of the Public Entities Pool of Ohio ("Contract") and formed a joint self-insurance pool known as the Public Entities Pool of Ohio ("Pool" or "PEP"); and

Whereas, since 1987, additional Ohio political subdivisions have joined the Pool by executing the Contract, as the same has been amended from time to time; and

Whereas, the Board of Directors desires to update the Contract and amend and restate the Contract in its entirety as set forth herein;

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Contract. In consideration of the mutual covenants of all signatories hereto, it is agreed as follows:

ARTICLE I - NAME

The joint self-insurance pool established is known as the Public Entities Pool of Ohio and is a separate legal and administrative entity for the purpose of effectuating this Contract. Pursuant to the terms and conditions of this Contract, the Pool shall have perpetual duration and shall continue until terminated.

ARTICLE II - PURPOSE

The purposes of the Pool are, consistent with Ohio R.C. §2744.081, to provide for joint and cooperative pooling of financial and administrative resources, to provide risk management and risk sharing services to Members, and to defend and indemnify, in accordance with this Contract, any Member of the Pool against liability as outlined in the Appendix.

The Pool shall not be considered an insurance company. The Pool's activities and operations do not constitute doing an insurance business.

This Contract is binding on current and future Members.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Contract.

This Contract shall not inure to the benefit of third parties. The parties hereto do not waive sovereign or governmental immunity. In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE III - DEFINITIONS

In the interpretation of this Contract, the following definitions shall apply unless the context requires another interpretation:

1. "Administrator" shall mean the entity designated on Exhibit A to administer the Pool and to perform such additional duties as shall be delegated by the Board in accordance with any administration agreements with the Pool.
2. "Annual Casualty Budgetary Contribution" shall mean those contributions made by Members pursuant to Article X.
3. "Annual Property Budgetary Contribution" shall mean those contributions made by Members pursuant to Article XI applicable to coverage for Property Risks.
4. "Basis Rate" shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year, with due consideration to the Member's individual characteristics.
5. "Board" shall mean the Board of Directors of the Public Entities Pool of Ohio.
6. "Casualty Budgetary Fund" shall mean that fund established and maintained pursuant to Article X, which may be supplemented with investment income.
7. "Casualty Risk Sharing Certificate" shall mean the documents provided to a Member evidencing the scope, nature, and limits of participation in the Pool, which documents are a counterpart to this Contract and include without limitation the Legal Defense and Claim Payment Agreement Declarations, the Schedule of Coverages, the Legal Defense and Claim Payment Agreement and all endorsements, forms and attachments thereto.
8. "Contract" shall mean this Intergovernmental Contract, including all counterparts and amendments hereto, which taken together, shall constitute one contract.
9. "Cumulative Reserve Fund" ("CRF") shall mean those amounts paid by Members pursuant to Article XII. The CRF may be supplemented by investment earnings.
10. "Cumulative Reserve Fund Contribution" shall mean those amounts paid by Members to fund the Cumulative Reserve Fund pursuant to Article XII.
11. "Member" shall mean a Political Subdivision participating in the Public Entities Pool of Ohio by executing this Contract.
12. "PEP" shall mean the Public Entities Pool of Ohio, a trade name registered with the Ohio Secretary of State.
13. "Political Subdivision" shall have the same meaning as the definition of "Political Subdivision" in Ohio Revised Code 2744.01, as the same may be amended.

14. "Pool" shall mean the Public Entities Pool of Ohio.

15. "Property Budgetary Fund" shall mean that fund established and maintained pursuant to Article XI, which may be supplemented by investment income.

16. "Property Coverage" shall mean the coverage afforded a Member for Property Risk as outlined in the Scope of Coverage and the Member's Property Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

17. "Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Crime and other coverage commonly provided to a Political Subdivision.

18. "Property Risk Sharing Certificate" shall mean the documents provided to a Member evidencing the scope, nature, and limits of Property Coverage participation in the Pool, which documents are a counterpart to this Contract and include without limitation the Governmental Property Agreement Coverage Declarations, Schedule of Benefits, the Governmental Property Agreement and all endorsements and attachments thereto.

19. "Scope of Coverage" shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments thereto.

ARTICLE IV - MEMBERSHIP

Membership of the Pool shall consist of Political Subdivisions that have entered into this Contract. Current Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Contract shall continue in force for Members unless the provisions for withdrawal or termination are applied.

Each Member shall appoint a representative and an alternate to represent the Member with the Pool. That representative shall act as liaison between the Member and the Pool. The representative shall communicate risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Contract and the rules and regulations established hereunder. Representatives or alternates shall vote on behalf of Members.

Members shall:

1. Report promptly to the Pool any incident which could result in a claim being made by or against the Member within the Scope of Coverage;

2. Cooperate with the Board and/or the Administrator in establishing loss control procedures required by the Board and/or the Administrator;

3. Provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff, a certified public accountant, or by the Auditor of the State of Ohio of all revenues and expenditures by the Member for any Member's fiscal year for which figures are requested by the Administrator and/or the Pool;

4. Provide access to all applicable records, of any type, and to all properties of the Member upon request of the Administrator and/or Pool;

5. Cooperate with the Pool's attorneys, claims adjustors, the Administrator, and any employee, officer, or subcontractor relating to the work of the Pool;

6. Permit attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool; and

7. Pay when due all annual contributions or other monetary amounts, due or required, pursuant to this Contract.

ARTICLE V - BOARD OF DIRECTORS

1. **Composition of the Board.** As of the effective date of this Contract, there are eight (8) Directors on the Board, consisting of six (6) Elected Directors, one (1) Permanent Director, and one (1) *Ex Officio* Director. The Board may increase or decrease the number of Directors by majority vote of the Board. The number of Permanent and *Ex Officio* Directors shall always be less than the number of elected Directors.

2. **Qualifications of Elected Directors.** Elected Directors shall be either elected or appointed representatives or officials of Pool Members. Directors shall not at any time have any substantial interest in, or affiliation with, a competitive company or entity.

3. **Permanent Director.** The Association of Ohio Health Commissioners, Inc. shall be entitled to designate an individual to fill a Permanent Director position on the Board to represent health districts in Ohio. If no such individual is designated, the Board shall designate a representative of health districts to occupy that position. Since the Health Districts are represented by an individual filling a permanent Board seat, they may not sponsor an official or a representative for a Board position. Additional Permanent Director positions may be established by a majority vote of the Board.

4. ***Ex Officio* Directors.** By majority vote of the Board, the Board may establish *Ex Officio* Director positions to be filled by representatives of sponsoring associations. The length of term and the voting rights, if any, of *Ex Officio* Director positions shall be determined by majority vote of the Board and set forth in a written agreement with the sponsoring association.

5. **Vacancies.** Should the number of Directors become less than the number established by the Board, the remaining Directors may appoint an individual to fill the remaining term of such vacancy or utilize the election process set forth in the Election Policy. Any director may resign by sending notice of resignation to the Administrator or to the Chair.

6. **Term of Elected Directors.** Members shall elect Directors pursuant to an Election Policy established by the Board of Directors. Directors shall be elected to three (3) year terms in accordance with the Election Policy. Such terms shall be staggered so that approximately one-third (1/3) of the Elected Director positions are scheduled for election each year. Directors shall serve until their successors have taken office. Pool Members and Directors may nominate candidates according to the Election Policy. There shall be no prohibition on election to successive terms. Election shall be by a

majority vote of those Members voting. Each Member shall be entitled to one vote for each open position.

7. Meetings of the Board. Meetings of the Board shall be held at least annually at such times as the Board or Administrator shall prescribe. Any item of Pool business may be considered at such meetings where a quorum is present. As used herein "majority vote" shall mean the majority of voting Directors present, when a quorum has been established. Special meetings may be called by the Administrator or the Chair, or by a majority of voting Directors and may be held in person or by electronic or telephonic methods.

8. Quorum. A quorum is the number of Directors that would constitute a majority of the voting Directors if all voting Directors were present, which at the effective date of this Contract is four (4) Directors.

9. Officers. By majority vote, the Board at its first regular meeting of each fiscal year, shall appoint Directors to serve as the Chair, Vice-Chair, Secretary, and Treasurer. There shall be no prohibition on successive officer terms.

10. Executive Committee. The officers shall constitute the Executive Committee. The Executive Committee may act only on urgent matters between Board meetings. It shall report any action taken to the Board at its next meeting for ratification.

11. Board Compensation and Expense Reimbursement. Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business as set forth in the Expense Reimbursement Policy and such other reasonable and lawful compensation as may be determined from time to time by a majority vote of the Board.

12. Clerk. The Administrator shall serve as Clerk to the Board and all Board Committees and shall attend all Board and Committee Meetings unless excused from executive sessions.

13. Committees. The Board may create any number of committees which shall report to the Board and which shall assist the Board as requested. The Chair shall appoint committee members.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall administer this Contract and manage the funds of the Pool. The Board is empowered to undertake or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, or desirable, to carry out the purposes of this Contract and the work of the Pool. The Board is empowered to do the following, including without limitation:

1. Administer the Pool, receive Members' contributions to the Pool, and settle and pay claims and losses on behalf of Members;
2. Make and enter into contracts to conduct and operate the business of the Pool;
3. Employ agents and employees on behalf of the Pool;

4. Incur debts, liabilities and obligations on behalf of the Pool, but no debt, liability or obligation so incurred shall be the specific debt, liability, or obligation of any Member;

5. Engage in litigation for the Pool or Members;

6. Acquire and dispose of personal property;

7. Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control, and risk reduction information;

8. Purchase reinsurance and excess insurance and enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and the Pool itself;

9. Invest Pool funds in securities and investments in a prudent and lawful manner;

10. Promulgate procedures and regulations for the operation of the Pool and the general administration of this Contract;

11. Take such action as is necessary to terminate the participation of any Member that fails to comply with the requirements of the Board concerning contractual obligations;

12. Provide surety and fidelity bonds for Directors and all other persons charged with the custody or investment of Pool monies; and

13. Authorize distributions of any surplus including but not limited to casualty and property surplus and the Cumulative Reserve Fund. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of the surplus shall be made and the amount to be distributed.

ARTICLE VII - ADMINISTRATOR

The Board may delegate to the Administrator such of its powers and duties as the Board shall deem advisable and all signatories hereto ratify and endorse such delegation and contracts with third parties executed by the Board on behalf of the Pool, including without limitation the administration agreement.

The Board shall receive, at least annually, a report from the Administrator. The nature and details of the report shall be established by the Board and shall be in addition to any reports that the Administrator shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE VIII - NONLIABILITY OF THE BOARD AND ADMINISTRATOR

The Board, the Administrator, and their directors, officers, and employees ("Indemnified Parties") shall not be liable for, and shall be held harmless and defended by the Pool against, any act of negligence, mistake of judgment, or any other action made, taken or omitted by them in good faith, including any loss incurred through investment of funds or failure to invest the same, unless the act or omission is the result of a willful act done in bad faith.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any individual Director or the Administrator nor any of their employees, and no such individuals or entities shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations, or duties contemplated in the carrying out of this Contract.

ARTICLE IX - INDEMNIFICATION

The Pool's funds may be used to indemnify, defend, and hold harmless the Indemnified Parties as set forth in Article VIII. The indemnity, defense, and hold harmless obligations of this Contract shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation herein.

The Pool may purchase insurance providing coverage for any Indemnified Party.

ARTICLE X - ESTABLISHMENT AND MAINTENANCE OF THE CASUALTY BUDGETARY FUND

1. The Board shall establish and maintain a Casualty Budgetary Fund, which shall consist of Annual Casualty Budgetary Contributions in amounts deemed sufficient to produce annually the sum of money necessary to fund the general and administrative expenses for casualty, casualty reinsurance and excess insurance expenses, current year claims and claims expenses, all or any portion of any deficiencies which may occur as a result of withdrawals from the Cumulative Reserve Fund, the Pool's obligation to satisfy the requirements of any regulatory authority, the Pool's obligations and expenses set forth in this Contract, and to establish and maintain surplus in a reasonable amount deemed appropriate by the Board.

2. Thirty (30) days prior to the Pool's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Casualty Budget for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year. Each Member's share of the Annual Casualty Budget shall be allocated to the Member as its Annual Casualty Budgetary Contribution. Each Member's Annual Casualty Budgetary Contribution shall be in the proportion that said Member's total paid Basis Rate, modified to reflect the loss experience of the Member, bears to the total of all Members total paid Basis Rates as of the date of such calculation and with due consideration of the Member's individual characteristics.

3. If there is a surplus in the Casualty Budgetary Fund at the end of any fiscal year, in the discretion of the Board, any portion of, or all of, such surplus may be retained by the Pool as surplus, utilized to satisfy a deficiency, or applied toward the Annual Casualty Budget for the subsequent year.

4. If the Casualty Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Casualty Budgetary Fund may be withdrawn from the Cumulative Reserve Fund, in which instance the same shall be repaid with funds from the Casualty Budgetary Fund in the time and manner prescribed by the Board. The sum so withdrawn shall constitute a deficiency.

ARTICLE XI - ESTABLISHMENT AND MAINTENANCE OF THE PROPERTY BUDGETARY FUND

1. The Board shall establish and maintain a Property Budgetary Fund, which shall consist of Annual Property Budgetary Contributions in amounts deemed sufficient to produce annually the sum of money necessary to fund the general and administrative expenses for Property Risks, reinsurance and excess insurance expenses for Property Risks, current year losses and loss expenses for Property Risks, all or any portion of any deficiencies which may occur as a result of withdrawals from the Pool's other available funds, the Pool's obligation to satisfy the requirements of any regulatory authority, the Pool's obligations and expenses set forth in this Contract, and to establish and maintain surplus in a reasonable amount deemed appropriate by the Board.

2. At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Property Projection for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year. Each Member's share of the Annual Property Projection shall be allocated to the Member as its Annual Property Budgetary Contribution, which shall be due on the Member's Property Risk Sharing Certificate anniversary date.

3. If there is a surplus in the Property Budgetary Fund at the end of any fiscal year, in the discretion of the Board, any portion of, or all of, such surplus may be retained by the Pool as surplus, utilized to satisfy a deficiency, or applied toward the Annual Property Projection for the subsequent year.

4. If the Property Budgetary Fund is insufficient during any Pool fiscal year to pay the foregoing expenses and losses, the Administrator shall immediately collect any reinsurance as may be available to the Pool. If any available reinsurance and Property Budgetary Fund balances are insufficient to pay expenses and losses, the Board may transfer funds from the Pool's other available funds, in which instance the sum so transferred shall be repaid with funds from the Property Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE XII - ESTABLISHMENT AND MAINTENANCE OF THE CUMULATIVE RESERVE FUND

In addition to the Annual Casualty Budgetary Contributions made to the Casualty Budgetary Fund pursuant to Article X, Members purchasing casualty coverage shall make annual contributions for the establishment and maintenance of a Cumulative Reserve Fund. Such Cumulative Reserve Fund Contribution shall be based on each Member's Basis Rate in accordance with the following schedule (prorated as needed) or a future schedule adopted by the Board:

Initial Contribution	100% of Basis Rate
First Anniversary	75% of Basis Rate
Second Anniversary	50% of Basis Rate
Third Anniversary	30% of Basis Rate
Fourth Anniversary	25% of Basis Rate
Fifth Anniversary	20% of Basis Rate

Thereafter, no further contribution shall be made to the Cumulative Reserve Fund unless the Board shall require further annual contributions for the purpose of maintaining the Cumulative Reserve Fund at a level determined by the Board not to exceed 300% of Basis Rate, or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Board may authorize distributions of Cumulative Reserve Funds to fully vested Members whose CRF balance exceeds the level determined by the Board for a distribution. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of surplus shall be made and the amount to be distributed.

ARTICLE XIII - MEMBER WITHDRAWAL, CANCELLATION, OR TERMINATION OF CASUALTY COVERAGE

The provisions of this Article pertain exclusively to casualty coverage.

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or on the anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool may withdraw. Such withdrawal notice shall be valid for a period of one hundred twenty (120) days. Within one hundred twenty (120) days following withdrawal, the Pool shall apply the following formula to determine the amount (if any) to be refunded to the withdrawing Member.

The amount (if any) to be refunded to the withdrawing Member shall be calculated as follows:

The withdrawing Member's "Vested Interest in CRF Contributions"

- minus distributions of CRF received by the withdrawing Member;
 - minus the Annual Casualty Budgetary Contribution which the withdrawing Member would have made for the one year period following withdrawal;
 - minus the withdrawing Member's proportionate share (determined in the manner set forth in Article X) of any deficiencies
-

Total: to be received by the withdrawing member

As used herein, "Vested Interest in CRF Contributions" shall mean the percentage of CRF contributions made to the Pool by said withdrawing Member according to the following vesting schedule:

End of Member's First Full Year	50%
End of Member's Second Full Year	60%
End of Member's Third Full Year	70%
End of Member's Fourth Full Year	80%
End of Member's Fifth Full Year	90%
End of Member's Sixth Full Year and thereafter	100%

Effective 12:01 a.m. on the date of withdrawal, payments for all claims and claims expenses shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

At the request of the withdrawing Member, the Pool will continue to service all claims which have been reported to the Pool during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a withdrawing Member shall be the sole responsibility of the withdrawing Member, and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

2. After completing three (3) consecutive full years of membership, a Member may, at the conclusion of such period or on any anniversary thereof and with sixty (60) days prior written notice, withdraw from the Pool and elect to purchase an Extended Reporting Provision from the Pool, at a cost not to exceed 200% of the Member's current year Annual Casualty Contribution, subject to the following:

(a) For Members that join the Pool on or after May 1, 2012, the Pool agrees to defend, settle, and pay claims within the scope and limits set forth in the Member's Casualty Risk Sharing Certificate that was in effect on the date of the occurrence out of which such claim arose, without regard to whether said claim was reported to the Pool prior to the withdrawal of the Member's participation in the Pool.

(b) For Members that joined the Pool before May 1, 2012, the Pool agrees to defend, settle, and pay claims within the scope and limits set forth in the Member's Casualty Risk Sharing Certificate that was in effect on the date of the occurrence out of which such claim arose, provided that the date of the occurrence out of which such claim arose was subsequent to the Members first annual anniversary date after May 1, 2012. The Pool agrees to defend, settle, and pay said claims without regard to whether said claims were reported to the Pool prior to the withdrawal of the Member's participation in the Pool.

3. The Pool may, by a two-thirds (2/3) vote of the voting Directors, and after sixty (60) days prior written notice to the Member, cancel a Member's participation in the Pool and terminate its Intergovernmental Contract effective at the end of any Casualty Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Pool to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Casualty Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims for occurrences during the cancelled Member's participation, as evidenced by the Member's Casualty Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Upon failure to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of those Cumulative Reserve Fund contributions made to the Pool by said cancelled Member.

4. Any Member that fails to make payments when due shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination, all coverage and benefits hereunder shall cease. All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool. At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including its vested interest in the Cumulative Reserve Fund. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Casualty Budgetary Contribution due for the one (1) year period following termination. If the Member shall subsequently submit its payment, the Administrator may, in

its discretion, reinstitute such membership. All such terminations and reinstatutions shall be reported to the Board.

ARTICLE XIV - SCOPE OF RISK SHARING PROTECTION

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims or losses as provided in the Member's Casualty Risk Sharing Certificate and Property Risk Sharing Certificate. A Member may, with approval of the Administrator, add additional parties to its Property and Casualty Risk sharing Certificates.

2. The Pool may obtain excess insurance or reinsurance or join excess risk sharing pools.

3. If a claim or loss or a series of claims or losses exceeds the amount of risk sharing protection provided by a Member's Casualty or Property Risk Sharing Certificate, or if a claim or loss or series of claims or losses should exhaust the Casualty Budgetary Fund or the Property Budgetary Fund, respectively, the Cumulative Reserve Fund and any reinsurance, then payment of said claim or loss or series of claims or losses shall be the sole and separate obligation of the individual Member or Members against whom the claim or series of claims was made or loss or series of losses was incurred.

4. The Pool's retention in any one claim or loss is limited to that amount stated under "Pool Retention" in the Appendix. The Pool shall have no obligation to respond to claims or losses in excess of the stated retention except to the extent that such sums are recoverable from reinsurance or excess insurance. The Pool shall use its best effort to collect or recover any reinsurance running to or benefiting the Pool. The failure of such reinsurance or excess insurance to respond to any request for payment shall in no way increase the Pool's liability to an amount greater than that stated as the Pool retention.

5. A Member may purchase, in its sole discretion, insurance coverage in addition to those coverages provided by the Pool.

6. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection provided, or risk sharing retention by the Pool, upon consideration of the needs and requirements of Members, loss experience, or the kind and amounts of reinsurance or other excess coverage available. When the Board takes such action, notice shall be provided to all Members on the next anniversary of their participation in the Pool by means of an updated Appendix reflecting the changes made.

ARTICLE XV- TERMINATION

The Pool shall terminate its existence at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation, the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificates until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid on a pro rata basis approved by the Board to all those participants who were Members of the Pool at the time of the vote of termination.

No Member shall be responsible for any claim, claims, judgment, or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund and the

Property and Casualty Budgetary Funds. However, if upon termination of the Pool, the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by the Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE XVI – PROVISIONS PERTAINING TO PROPERTY COVERAGE

The provisions of this Article pertain exclusively to Property Coverage.

1. Members agree to continue Property Coverage for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member may terminate Property Coverage by giving written notice to the Pool at least thirty (30) days prior to the end of such period. A Member's election to cease Property Coverage shall not constitute a withdrawal from the Pool under any other terms and conditions of this Contract.

2. If a Member does not make its Annual Property Budgetary Contribution when due, all Property Coverage shall terminate on the date when such contribution was due ("Property Coverage Termination Date"). If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate Property Coverage.

3. The Pool may terminate a Member's Property Coverage by giving notice to the Member of such termination at least: (a) ten (10) days prior to the effective date of termination if the Pool terminates for nonpayment by a Member of any required Annual Property Budgetary Contribution; or (b) sixty (60) days prior to the end of any Property Risk Sharing Certificate year if the Pool terminates for any other reason. The notice of termination shall be made in accordance with Article XIX of the Contract. The notice of termination shall state the Property Coverage Termination Date, at which time the coverage provided by the Property Risk Sharing Certificate shall terminate. If Property Coverage is terminated, the Pool shall send the Member a prorated refund of its Annual Property Budgetary Contribution, if any such refund is due. The termination of the Property Coverage shall be effective even if the Pool has not made or offered a refund.

4. Property Coverage applies only to losses that occur prior to the Property Termination Date. All rights for reimbursement or any right to claim against the Pool shall terminate for losses that occur after the Property Termination Date.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

1. The provisions of this Contract shall be interpreted pursuant to the Law of the State of Ohio.

2. The Courts of the State of Ohio shall have jurisdiction over any dispute arising under this Contract. The terms of this Contract may be enforced in a court of law in the State of Ohio either by the Pool or by any Member.

3. The consideration for the obligations imposed upon Members pursuant to and under this Contract shall be the mutual promises and agreements of all Members who now execute or who hereafter execute this Contract.

4. This Contract may be executed in duplicate originals or counterparts now or at any time in the future.

5. No waiver of any breach of this Contract or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

6. This Contract shall be binding upon and shall inure to the benefit of all Members who shall have executed this Contract and complied with the financial requirements hereunder, provided that the Members shall have been duly approved in accordance with the terms and provisions of this Contract.

7. The provisions of this Contract shall be deemed severable and if any provision or part thereof is held to be unenforceable, void, or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, enforceable, valid, or binding. If any provision of this Contract is held to be unenforceable, void, or invalid in its entirety, the remaining provisions of this Contract shall not in any way be affected or impaired, but shall remain binding in accordance with their terms, and this Contract shall be so interpreted.

8. This Contract, the Appendix, and the Risk Sharing Certificates contain the complete agreement between the parties, and no representations or oral statements made or heretofore given shall constitute a part of this Contract. In the event that any provision of this Contract is in conflict with or is incompatible with the Appendix or attachments hereto or the Risk Sharing Certificates issued hereunder, the terms and conditions of this Contract shall prevail and take precedence.

9. This Contract may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Contract. However, the Risk Sharing Certificates may be amended from time to time to reflect the exposures of each Member.

10. The caption headings used in this Contract are used merely for identification purposes and shall not be deemed a part of this Contract.

11. Whenever in this Contract, words, including pronouns, are used in the singular or plural, masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Contract may be amended by the Board with the approval of two-thirds (2/3) of the voting Directors. Each Member agrees to accept, as a condition of membership in the Pool, those amendments adopted from time to time by the Board. Notice of any amendments shall be provided to each Member no later than the next annual anniversary date of its membership in the Pool.

13. The Pool shall maintain a fiscal year ending December 31 of each year.

14. The Pool shall, in accordance with the Revised Code of the State of Ohio, be considered a separate entity for the public purpose of enabling the Members of the Pool to obtain insurance or to provide for the joint administration of the funds of the Pool.

ARTICLE XVIII - AGENT AND OFFICE

The agent of the Pool for service of notice shall be the Public Entities Pool of Ohio, attention Administrator. The office of the Pool shall be as described on Exhibit A attached to this Contract.

ARTICLE XIX - NOTICE

All notices required to be given under this Contract shall be in writing and shall be sent certified mail return receipt requested with postage prepaid or as otherwise provided herein. Notices by a Member to the Pool shall be sent to the Administrator at the address set forth in Exhibit A. Notices to a Member shall be sent to the representative of the Member at the Member's last known address.

In the event that any party to this Contract desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

ARTICLE XX - AUTHORITY TO EXECUTE

The individual executing this Contract on behalf of a Member represents and certifies that he or she has the requisite authority and has complied with all rules, regulations, and laws required by the State or political subdivision to execute this Contract.

In witness whereof, this Contract was executed on the 18th day of September, 2019, by the undersigned duly authorized representative of the Political Subdivision indicated below.

POLITICAL SUBDIVISION: Village of Covington
By: M. J. Busse Michael L. Busse
TITLE: Village Administrator

ACCEPTED ON BEHALF OF THE PUBLIC ENTITIES POOL
OF OHIO
By: Kelly Hammond
ADMINISTRATOR

EXHIBIT A

ADMINISTRATOR

York Risk Pooling Services, Inc.
31555 West 14 Mile Road, Suite 110
Farmington Hills, MI 48334
(800) 367-4818

**PUBLIC ENTITIES POOL OF OHIO
SCOPE OF COVERAGE APPENDIX**

PUBLIC ENTITIES POOL OF OHIO provides the following:

1. Coverage Document

a. Coverages offered by the Pool may include:

General Liability
Automobile Liability
Automobile Physical Damage
Public Officials Liability
Property and Inland Marine
Law Enforcement Liability
Employment Practices Liability
Any Coverage described in Ohio R.C. §2744.081(E)(1)

b. **THE COVERAGES LISTED ABOVE ARE INTENDED TO BROADLY OUTLINE THE COVERAGES THAT MAY BE PROVIDED BY THE POOL. SEPARATE COVERAGE DOCUMENT(S), THE RISK SHARING CERTIFICATE(S), ITEMIZING ALL COVERAGE INCLUSIONS, EXCLUSIONS AND CONDITIONS WILL BE ISSUED TO EACH POOL MEMBER AND SHALL, IN CONJUNCTION WITH THE INTERGOVERNMENTAL CONTRACT AS AMENDED FROM TIME TO TIME, CONTROL THE SCOPE AND TERMS OF COVERAGE.**

2. Limits of Coverage

The Pool offers limits of casualty coverage up to \$3,000,000 per line of coverage. Additional limits may be offered subject to availability of reinsurance.

3. Pool Retention

The Pool may retain up to \$500,000 of any one claim or loss per line of coverage.

4. Deductibles

Deductibles may be applied as appropriate to the individual risk, subject to the approval of the Administrator.

NOTICE: CONFIRMATION OF THE SCOPE, TERMS AND CONDITIONS OF THE COVERAGE OF ANY MEMBER OF THE POOL CAN ONLY BE MADE BY A CAREFUL EXAMINATION OF THAT MEMBER'S RISK SHARING CERTIFICATE(S).

**PUBLIC ENTITIES POOL OF OHIO
MEMBER'S DESIGNATION OF REPRESENTATIVE
AND ALTERNATE**

Pursuant to Article IV of the Intergovernmental Contract, the undersigned Member of PEP designates the following representative and alternate to represent the Member with the Pool. The representative or alternate, consistent with the Intergovernmental Contract, shall cast any votes required by Members. The representative or alternate shall also act as liaison between the Member and the Pool, for purposes of relaying risk reduction and loss control information, and any other information or instructions provided by the Pool to Members. Further, it is agreed that the representative or alternate shall receive any rules or regulations of the Pool.

The undersigned Member ratifies, confirms and adopts all actions taken by the representative or alternate.

Representative:

Alternate:

Name: M. J. Busse Michael L. Busse Name: Brenda Carroll
Title: Village Administrator Title: Fiscal Officer

In witness whereof, this Designation is executed on the 18th day of September, 2019, by the undersigned duly authorized representative of the Member indicated below:

PEP Member: Village of Covington
By: M. J. Busse Michael L. Busse
Title: Village Administrator

**PUBLIC ENTITIES POOL OF OHIO
DISCLOSURE STATEMENT**

This Disclosure Statement is appended to the Intergovernmental Contract (Contract) for the Public Entities Pool of Ohio. Pursuant to the provisions of the Revised Code of the State of Ohio, the following is disclosed:

1. In connection with the Contract, no representations have been or can be made concerning any possibility of the savings or losses resulting from execution of the Contract by any Governmental Entity.

2. The potential liability of any Governmental Entity, which will result from the execution of the Contract, is limited to the contractual obligations to make financial contributions as required by the Contract. By execution of the Contract, Governmental Entities do not undertake to become directly liable or responsible for the liabilities of other Governmental Entities which have or will in the future execute the Intergovernmental Contract. The Contract does not inure to the benefit of any third party.

3. By executing the Contract, a Governmental Entity shall not be deemed to have waived any governmental immunity which it may have under law.

This disclosure is intended to comply with the disclosure requirements of Ohio Revised Code §2744.081. The entire Contract, together with supporting ancillary and incorporated documents, should be reviewed to fully analyze the Pool, its Administration, and the rights, duties, and obligations under the Contract. The Contract and any documents incorporated therein by reference are intended as a full and complete disclosure of all of the terms and conditions governing the rights and obligations of any signator. There are no representations, warranties, or promises unless they are contained in the Contract.

RESOLUTION R24-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO ENTER INTO A CONTRACT WITH SBI-SHINN BROTHERS
FOR THE WATER PLANT CHEMICAL FEED ROOM FLOOR
AND CHEMICAL CONTAINMENT ALTERATIONS

WHEREAS, the Village of Covington has determined that the Water Plant Chemical Feed Room Floor and Spill Containment is in need of renovations, including but not limited to, the replacement of the chemical scales, chemical feed pumps, and the installation of a chemical spill containment system;

WHEREAS, the Village Administrator solicited bids for the Water Plant Chemical Feed Room Floor and Chemical Containment Alterations project;

WHEREAS, SBI- Shinn Brothers Inc. submitted a bid to complete said project and its bid was the lowest and best bid;

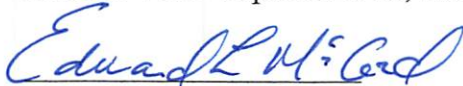
NOW THEREFORE, BE IT Resolved by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the Water Plant Chemical Feed Room floor and Chemical Containment Alterations project to SBI- Shinn Brothers Inc. for the bid amount of \$68,000.00

Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with SBI- Shinn Brothers Inc. for the completion of the Water Plant Chemical Feed Room Floor and Chemical Containment Alterations project.

Section 3: This resolution shall be in effect at the earliest period of time as permitted by law.

APPROVED September 16, 2019



Edward L. McCord, Mayor


R. Scott Tobias, President of Council
Brenda Carroll, Clerk/Fiscal Officer



September 16, 2019

Mr. Michael Busse
Village Administrator
Village of Covington, Ohio
1 South High Street
Covington, Ohio 45318

Re: Water Treatment Plant Chemical Feed Room Floor & Spill Containment Alterations Bid Award

Dear Michael,

The Village of Covington received five bids for the referenced project on Friday, September 13, 2019. We have reviewed those bids and prepared a bid tabulation summarizing the results which has been attached.

All of the bids received were below the Engineer's Original Estimate of \$126,943.

Addendum #2 reduced the Original Engineers Estimate by \$14,000 removing the Spill Containment Special Coating from the contract. This reduced the Engineers Estimate to \$112,943. With the new Engineer's Estimate, only four of the bidders came in under the Engineers Estimate, but all five were still awardable.

The following work was included with the bid:

- Provide all labor, material, equipment, and related incidentals to construct a chemical spill containment area with controls, pumps, scales, and all related plumbing, piping and electrical modifications to make fully complete and operational.

The apparent low bid was submitted by Shinn Brothers, Inc. of Celina, Ohio. Their proposals as submitted was found to be responsive.

We suggest awarding the bid as follows:

<u>Base Bid – Shinn Bros.</u>	
• Base Bid	<u>\$68,000.00</u>
Total awarded cost =	<u>\$68,000.00</u>

We have worked with Shinn Brothers on other projects in different municipalities in the past. We have found them to be qualified for the performance of this type of construction.

Please note that because of unforeseen conditions that may require change orders and other incidental work the Village is contemplating for the project, an additional amount of ±\$13,000.00 is suggested as

Bid Award

WTP CHEMICAL FEED ROOM FLOOR & SPILL CONTAINMENT ALTERATIONS

214 West Fourth Street, Greenville, Ohio 45331

Phone 937.548.7511 Fax 937.548.7484

Email info@moteassociates.com

www.moteassociates.com



Engineering, Land Surveying

"Construction Contingency" for such circumstances. This Construction Contingency is based on 10% of the original Engineer's Estimate.

Upon Council's review and approval, three (3) copies of the Notice of Award can be executed. Please contact me with any questions or concerns. We look forward to working with the Village of Covington for the successful completion of this project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Mathews'.

Dave R. Mathews

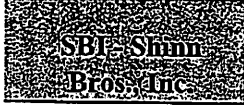


Environmental Projects Manager



Enclosures

Village of Covington . Miami County, Ohio
WTP Chemical Feed Room Floor & Spill Containment Alterations

Bid Breakdown

Bid Date: Friday, September 13, 2019 @ 1:00 PM
 Engineer's Estimate: \$ 112,945 - Base Bid

				
<u>Item</u>	<u>Description</u>	<u>Total Price</u>	<u>Total Price</u>	<u>Total Price</u>
Base Bid	Lump Sum Bid to provide all labor, materials, equipment, and related incidentals to complete the work as shown on the Construction Plans and included in the Contract Documents Manual to make all improvements fully operational.	68,000.00	69,700.00	92,494.00
	Total Base Bid	<u><u>\$68,000.00</u></u>	<u><u>\$69,700.00</u></u>	<u><u>\$92,494.00</u></u>

			
<u>Item</u>	<u>Description</u>	<u>Total Price</u>	<u>Total Price</u>
Base Bid	Lump Sum Bid to provide all labor, materials, equipment, and related incidentals to complete the work as shown on the Construction Plans and included in the Contract Documents Manual to make all improvements fully operational.	99,200.00	123,989.00
	Total Base Bid	<u><u>\$99,200.00</u></u>	<u><u>\$123,989.00</u></u>

RESOLUTION R25-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO ENTER INTO A CONTRACT WITH BRUMBAUGH CONSTRUCTION
FOR THE MAPLE STREET BASKETBALL COURT
REHABILITATION PROJECT

WHEREAS, the Village of Covington has determined that the Maple Street Basketball Courts are in need of renovations, including but not limited to, the removal and replacement of sidewalks fences basketball goals and the installation of a new pavement coating system;

WHEREAS, the Village Administrator solicited bids for the Maple Street Basketball Court Rehabilitation Project;

WHEREAS, Brumbaugh Construction Inc. submitted a bid to complete said project and its bid was the lowest and best bid;

NOW THEREFORE, BE IT Resolved by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the Maple Street Basketball Court Rehabilitation Project to Brumbaugh Construction Inc. for the bid amount of \$144,740.00

Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with Brumbaugh Construction Inc. for the completion of the Maple Street Basketball Court Rehabilitation Project.

Section 3: This resolution shall be in effect at the earliest period of time as permitted by law.

APPROVED September 16, 2019



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer



September 13, 2019

Mr. Mike Busse, Administrator
Village of Covington
1 South High Street
Covington, OH 45318

Re: Village of Covington Basketball Court Rehabilitation (LWCF)
PDG Project No. 300214 00005

Dear Mr. Busse:

Enclosed is the tabulation of bids received Thursday, September 12, 2019, for the above referenced project. We have reviewed the bids and find them to be in order.

We recommend that the Village of Covington award the contract for this to project to the low bidder, Brumbaugh Construction, 3520 St. Rt. 49, P.O. Box 309, Arcanum, OH 45304, based on their total bid of \$144,740.00.

Upon the Villages award, please forward a copy of the Resolution so we can proceed with contract documents and also forward a copy of the bid documents submitted to ODNR LWCF for their approval.

H.B. 95 requires a "political subdivision" to "verify" that the apparent lowest bidder for goods, services, or construction has not been issued a "finding for recovery" by the auditor of the state. In other words, it must be shown that the low bidder does not owe money to the state resulting from an audit performed on any public entity. The penalty for failing to check and "verify" that there is no finding of recovery on record with the auditor's office is that the bid, if awarded, will be voided. This verification can be completed online from the auditor's website (www.auditor.state.oh.us). The verification form should be downloaded and signed by an appropriate official with a copy forwarded to this office to be included with project contracts. **(We have completed this search and have attached the findings)**. The attached downloaded original should signed and retained for your records.

Sincerely,

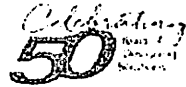
POGGEMEYER DESIGN GROUP, INC.


Kenneth A. Maag, P.E.
Principal Owner

KAM/sjl

Attachments

BIDS RECEIVED: Thursday, September 12, 2019 @ 10:00 a.m.
ENGINEER'S ESTIMATE - \$137,000.00
 Covington Maple Street Basketball Courts - Rehabilitation
 PDG Project No. 300214 00005



Poggemeyer Design Group, Inc.
 101 Clinton Street, Suite 1300
 Defiance, Ohio 43512

Brumbaugh Construction
 3520 St. Rt. 49
 P.O. Box 309
 Arcanum, OH 45304

Outdoor Enterprise
 8515 Lefevre Road
 Casstown, OH 45312

Arcon Builders, Ltd
 7824 Alternate State Route 49
 Arcanum, OH 45304

Item Description	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
LWCF Eligible							
1 Removal of Basketball Posts and Foundation	4 each	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 445.00	\$ 1,780.00
2 Remove Chain Link Fence, posts, foundation and gates	400 l.f.	\$ 11.50	\$ 4,600.00	\$ 5.00	\$ 2,000.00	\$ 8.65	\$ 3,460.00
3 Remove asphalt Curb	385 l.f.	\$ 9.00	\$ 3,465.00	\$ 5.00	\$ 1,925.00	\$ 7.70	\$ 2,964.50
4 Basketball Court Surface Repair (Nova System)	9,800 s.f.	\$ 0.16	\$ 1,568.00	\$ 0.80	\$ 7,840.00	\$ 0.54	\$ 5,292.00
5 Adjust Water Service Box to grade	2 each	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 770.00	\$ 1,540.00
6 4" Sidewalk	2,930 s.f.	\$ 8.75	\$ 25,637.50	\$ 10.00	\$ 29,300.00	\$ 10.10	\$ 29,593.00
7 10' Chain Link Fence (includes Gates)	400 l.f.	\$ 95.00	\$ 38,000.00	\$ 85.00	\$ 34,000.00	\$ 98.40	\$ 39,360.00
8 Basketball Poles, Back Boards, Rims	4 each	\$ 2,900.00	\$ 11,600.00	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 12,000.00
9 Resurface Court Surface	9,800 s.f.	\$ 1.80	\$ 17,640.00	\$ 1.10	\$ 10,780.00	\$ 2.62	\$ 25,676.00
10 Benches	4 each	\$ 525.00	\$ 2,100.00	\$ 600.00	\$ 2,400.00	\$ 1,050.00	\$ 4,200.00
11 LWCF Signage	1 each	\$ 210.00	\$ 210.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00
Non-Eligible LWCF							
12 Sidewalk Removal	1,210 s.f.	\$ 0.75	\$ 907.50	\$ 3.00	\$ 3,630.00	\$ 4.60	\$ 5,566.00
13 Curbs/Curb and Gutter Removal	290 l.f.	\$ 7.00	\$ 2,030.00	\$ 10.00	\$ 2,900.00	\$ 26.50	\$ 7,685.00
14 Remove and Store Ground Mounted Sign	2 each	\$ 38.00	\$ 76.00	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00
15 4" Sidewalk	1,320 s.f.	\$ 8.00	\$ 10,560.00	\$ 10.00	\$ 13,200.00	\$ 7.15	\$ 9,438.00
16 Handicap Ramps	2 each	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,080.00	\$ 2,160.00
17 Re-erect Ground Mounted Signs	2 each	\$ 83.00	\$ 166.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00
18 Curb/Curb and Gutter	284 l.f.	\$ 70.00	\$ 19,880.00	\$ 72.00	\$ 20,448.00	\$ 63.00	\$ 17,892.00
TOTAL BID			\$ 144,740.00		\$ 146,523.00		\$ 169,406.50
Type of Guarantee			Bid Bond		Bid Bond		Bid Bond

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Myers, Troy**
Organization: **Brumbaugh Construction, Inc.**
Date: **9/13/2019 9:31:54 AM**

This search produced the following list of 3 possible matches:

Name/Organization	Address
Ohio Risk Management Plan	1446 Mink Street
Myers, Rodney	9722 Echoview Court NW
Bruno, Mary	30 West Front Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

COVINGTON MAPLE STREET BASKETBALL COURT REHAB (LWCF)

ENGINEER'S ESTIAMTE \$137,000

BIDS RECEIVED: THURSDAY, SEPTEMBER 12TH, 2019 @ 10:00 A.M.

PDG #300214 00005

ADD. #1 REC'D	COMPANY	BID BOND	TOTAL BID
	Arcon Builders, Ltd. 7824 Alternate State Route 49 Arcanum, OH 45304 Alec Shellabarger Estimator / Project Manager Tel: 937-692-6330 / Fax: 937-692-5778 alecshellabarger@arconbuilders.com	yes	169,406 ⁵⁰
	Brumbaugh Construction 3520 ST. RT. 49 P.O. Box 309 Arcanum, OH 45304 Dan Hayes Tel: 937-692-5107 / Fax: 937-692-5678 dan@brumbaughconstruction.com	yes	144,740 ⁰⁰
	Outdoor Enterprise 8515 Lefevre Rd Casstown, OH 45312 Dave Kuntz Tel: 9378579400 dave@outdoor-enterprise.com	yes	146,523 ⁰⁰

**Maple Street Basketball Court Bid Opening
September 12, 2019 10:00 AM**

Name	Company Name	Phone	Email
Gavin Bixler	Brumbaugh Construction	937-692-5107	gavin@brumbaughconstruction.com
Mike Busse	Village of Covington	937-473-3420	administrator@covington-oh.gov
Dave Kuntz	Outdoor Enterprise	937-857-9400	dave@outdoor-enterprise.com
Pancetta	PDG	419.349.8553	



Timothy.Robinson@dnr.state.oh.us

September 13, 2019

Timothy Robinson, Program Manager
Office of Real Estate
Ohio Department of Natural Resources
2045 Morse Road E2
Columbus, OH 43229-6693

RE: Covington Maple Street Basketball Court Rehab (LWCF)
PDG # 300214 0005

Dear Mr. Robinson:

Enclosed is the Documentation submitted from the low bidder of this contract, being submitted for approval prior to the award of the construction contract for the above referenced project:

1. The engineer's bid evaluation and recommendation of low bidder.
2. A Bid tabulation (a list of all the bidders and their line item amounts) in the same format as the proposal.
3. One Copy of all addenda when they were issued.
4. A complete copy of the successful bidder's proposal(s).
5. State of Ohio ODNR /LWCF Requirements.
6. A Resolution from the grant recipient's governing body tentatively awarding the contract to the successful bidder. (To follow from the Village of Covington).

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

A handwritten signature in black ink, appearing to read 'K. Maag', is written over a horizontal line.

Kenneth A. Maag, P.E.
Principal Owner

KAM/sjl

Enclosure

Cc: Ms. Mary Metz - ODNR

RESOLUTION R26-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO EXECUTE A CONTRACT WITH MIAMI VALLEY LIGHTING LLC
TO PROVIDE FULL-SERVICE STREET LIGHTING SERVICES
TO THE VILLAGE OF COVINGTON

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SEC. 1: Whereas, The Village of Covington Council has determined that the lighting of roadways and neighborhoods enhances public safety and security;

SEC. 2: Whereas, Miami Valley Lighting LLC has agreed to provide, maintain and operate full service street lighting services for the Village of Covington;


SEC.3: NOW THEREFORE, the Village of Covington Counsel authorizes the Village Administrator to enter into a contract with Miami Valley Lighting LLC for full-service street lighting services; said contract being attached as Exhibit A.

SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED: December 2, 2019:


Edward L. McCord, Mayor


R, Scott Tobias, President of Council


Brenda Carroll, Fiscal Officer

Village of Covington

Miami County, State of Ohio

Street Lighting Agreement

This Street Lighting Agreement (this "Agreement") is made and entered into as of the 2nd. day of December, 2019 to be effective as of January 1, 2020, (the "Effective Date") by and between Miami Valley Lighting, LLC, an Ohio limited liability company and subsidiary of DPL Inc. ("MVLt") and the Village of Covington, Miami County, State of Ohio (the "Village"). MVLt and the Village may be referred to individually as a "Party" and collectively as the "Parties."

Whereas, the lighting of roadways and neighborhoods enhances public safety and security;

Whereas, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services and is also willing to provide other street lighting related services; and

Whereas, the Village desires to purchase such full service lighting services from MVLt at the prices and on the terms set forth herein.

Now, therefore, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term: a. Initial Term. The initial term of this Agreement shall commence on January 1, 2020 and shall remain in effect through December 31, 2024 (the "Initial Term").

b. Renewal Term. MVLt may renew this Agreement for an additional term of the same duration as the Initial Term by providing written notice to renew at least 60 days prior to the end of the Initial Term (a "Renewal Term" and together with the Initial Term, the "Term"). MVLt's written notice to renew shall become effective automatically beginning January 1, 2025, if MVLt does not propose a change in its rates as set forth in the Appendices hereto. If MVLt does propose a change in its rates, such proposal shall be included in its written notice to renew and Village shall have 30 days after receipt of such notice to provide written notice that it is rejecting the rate change and the renewal. If Village timely provides such written notice of rejection, this Agreement shall terminate at the end of the Initial Term. If Village accepts or fails to respond to MVLt's written notice to renew with included rate changes, this Agreement shall be extended for the Renewal Term with the changes in rates as proposed.

2. Service: MVLt shall provide the Village's full service street lighting needs and various other related street lighting services designed to illuminate the streets, roads and public places within the Village. Full service street lighting is the provision of street lighting by MVLt using MVLt owned lighting fixtures and associated equipment operated and maintained by MVLt and attached to either MVLt, The Dayton Power and Light Company ("DP&L") or other entity, or Village provided poles.

In the event DP&L requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the Village will reimburse MVLt for all one-time and ongoing additional costs associated with complying with such new requirements, including costs for metering equipment and associated wiring, installation costs, any costs associated with DP&L-required remote meter-interrogation capability, and ongoing additional charges from DP&L such as the monthly customer charge imposed by DP&L for each installed meter for street lighting service. DP&L's current monthly customer charge for installed meters for street lighting service is \$11.06 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities commission of Ohio. DP&L energy charges, however, are included in the full service charges from MVLt to the Village.

3. Full Service Lighting Charges: The individual prices for full service street lighting fixtures/poles are set forth

in Appendix A hereto, which is incorporated herein by reference.

4. **Billing and Payment:** Unless otherwise agreed to by the Parties, the charges assessed hereunder shall be billed by MVLT and paid by the Village on a monthly basis. All bills issued for services rendered hereunder shall be due and payable to MVLT within thirty (30) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1.5%) per month on all balances past due; provided, however, that if the Village contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Village notifies MVLT prior to the due date for payment of the fact that it is contesting and provides the reason it believes such portion of the bill to be incorrect.

5. **Temporary Disconnection:** It may become necessary at times to temporarily disconnect certain street lighting fixtures. MVLT shall temporarily disconnect any of its fixtures at the Village's request. MVLT shall assess a charge of \$100.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the Village's request, the monthly service charge will be 60% of the applicable full service lighting charge set forth on Appendix A.

6. **New Full Service Lighting Installations:** The standard street lighting installation of MVLT equipment will be high pressure sodium (HPS) cobra head fixtures in the 9,500, 16,000, 27,000 and 50,000 initial lumen level choices or light emitting diode (LED) cobra head fixtures at the Tier I, Tier II, Tier III, or Tier IV levels. These lights will be installed on existing or new MVLT provided wood or metal poles, DP&L, other entity or Village-provided poles where electricity for the lighting can be supplied with overhead conductor spans served from the electric distribution utility's (EDU) existing secondary distribution system using accepted engineering standards. Should the Village choose to have MVLT install a standard cobra head fixture on a DP&L or other pole, and to the extent that DP&L or other pole owner charges ("third-party charges") MVLT to have the fixture installed, MVLT will pass-through and the Village will pay MVLT for such third-party charges. MVLT will offer decorative type light fixtures of types and styles designated by MVLT. The decorative lighting fixtures will be available for installation on appropriate MVLT or other entity provided poles. Monthly charges are as set forth in Section 3 and Appendix A.

Additionally, the Village shall pay a one-time installation charge for the installation of new standard street lighting fixtures and equipment as set forth in Appendix B hereto, which is incorporated herein by reference.

Installation of new fixtures /poles pursuant to this Section 6 will be scheduled by MVLT after receiving final approval by the Village of MVLT's proposal and plans for installation and receipt of purchase order for the above-described charges from the Village's authorized agent.

MVLT can provide a wide selection of street light product offerings. If the Village desires a street light product not in MVLT's offerings, MVLT will work with the Village in an effort to develop a proposal for the desired street light product.

In the event DP&L requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the provisions of the second paragraph in section 2 will also apply under this Section 6.

7. **Non-Standard Street Lighting Installations:** MVLT may also install and sell to the Village certain non-standard lighting system components for prices which will be quoted by MVLT. MVLT will install standard mast arms and lighting fixtures on non-standard Village-owned or provided poles in accordance with the terms and charges specified in Section 6, herein. The prices for non-standard installations currently available from MVLT is set forth in Appendix C hereof, which is incorporated herein by reference.

8. **Trenching:** If required by code or designated by the Village, trenching and associated costs to provide underground service will be the responsibility of the Village, which can be fulfilled either by the Village performing such work (including all trenching, back filling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring) or by hiring MVLT to perform such work at a separately negotiated charge. If the Village chooses to accept bids on such work, the Village agrees that MVLT will be afforded the opportunity

to bid for such service.

9. Poles:

a. General Provisions and Responsibilities.

Existing poles, owned by either MVLt, DP&L or another entity or the Village, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, MVLt will install lights on new MVLt owned wood poles or poles provided by the Village.

Where MVLt installs fixtures on poles owned or provided by the Village, it will be the responsibility of the Village to provide replacement poles and materials and maintenance when necessary. The Village will pay MVLt for all reasonable work performed by MVLt to install, maintain or repair Village-owned/provided poles when performed on an emergency basis.

Additionally, MVLt may quote charges for repairs, replacement and maintenance of Village-owned/provided poles on a non-emergency basis upon request for such a quote from the Village.

b. Charges for Poles Owned or Provided by MVLt.

i. New Poles. Appendix B sets forth the one-time installation charge for new poles that are not replacement poles. Appendix A sets forth the monthly charges applicable to existing and new installations.

ii. Replacement Pole Charges. MVLt will not install a steel pole as a replacement for any existing pole. If a replacement pole is installed, charges will vary depending on the type of pole replaced and the type of replacement pole. There is no one-time installation or monthly charge for replacing a wood pole with a wood pole. If an existing wood pole is replaced with an aluminum pole, the aluminum pole is treated as a new installation and there is a one-time installation charge (Appendix B) plus a monthly charge (Appendix A "New Installations of Metal or Decorative poles made after January 1, 1995"). There is no one-time installation charge for replacing an existing aluminum or existing steel pole with an aluminum pole.

iii. Rules for Replacement of Metal or Decorative Pole Installations Existing on January 1, 1995 and for Installations after January 1, 1995. If an existing metal or decorative pole was installed prior to January 1, 1995, the monthly charge for the replacement aluminum pole is as set forth in Appendix A "Metal or Decorative Pole Installations Existing on January 1, 1995 –Replacement". The monthly charge for all other replacement aluminum poles is as set forth in Appendix A "New Installations of Metal or Decorative poles made after January 1, 1995."

10. Wiring: MVLt will provide all wiring to lighting provided by MVLt. Standard wiring will be spans of overhead conductor operating at one of MVLt's standard secondary voltages.

11. Changes to Existing Lighting Equipment: .

A. Public Works Projects:

1. As a general rule, MVLt will relocate street lights at no charge to the Village when such relocation is required for completion of Village public works projects such as road reconstruction, installation of water mains, storm sewers etc. MVLt will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.

2. As part of a project already planned as of the execution of this Agreement, the Village will itself or through

a contractor remove MVLt owned street light luminaires and poles along High Street from Broadway Street to Spring Street during the term of the Agreement. These luminaires and poles will not be replaced. The Village will be responsible for the cost and construction removal and/or scrapping of these MVLt facilities.

B. Cobra Head Fixture Change-out Program from Mercury Vapor to Light Emitting Diode (LED). MVLt will change-out existing Mercury Vapor (MV) cobra head fixtures with LED cobra head fixtures in 2020. Existing 4,000 lumen and, 7,700 lumen mercury vapor fixtures will be changed-out with a Tier I LED fixture, an existing 11,000 lumen MV fixture with a Tier II LED fixture and, an existing 21,000 lumen MV fixture with a Tier III LED fixture. There will be no change-out charge to the Village. As each Luminaire is changed-out, the corresponding MV Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, the Village will pay the monthly full service charge for each LED fixture.

C. Cobra Head Fixture Change-out Program from High Pressure Sodium to Lighting Emitting Diode (LED). Per the Village's election, MVLt will change-out existing High Pressure Sodium (HPS) cobra head fixtures with Light Emitting Diode (LED) cobra head fixtures. Existing 5,800 lumen and 9,500 lumen HPS fixtures will be changed-out to a Tier I LED, an existing 16,000 lumen HPS fixture to a Tier II LED, an existing 27,000 lumen HPS fixture to a Tier III LED and an existing 50,000 lumen HPS fixture with a Tier IV LED.

By checking the box here the Village elects to have all HPS cobra head fixtures changed out to LED in 2020.

D. High Pressure Sodium Cobra Head to Lighting Emitting Diode Cobra Head Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the Village. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly full service charge for each LED fixture.

E. Installation Charges.

1. If the box in Section 11. C. is checked the installation charges for replacing the HPS Luminaires with LED Luminaires shall be as follows:

- i. Tier I - \$35 per Luminaire
- ii. Tier II - \$55 per Luminaire
- iii. Tier III - \$75 per Luminaire
- iv. Tier IV - \$90 per Luminaire

The Village will pay the monthly full service charge for the replaced LED fixture. The Village may request the change out of existing LED lighting fixtures to the same style, higher wattage standard LED fixture at a cost of \$100 per change out. All other change outs including relocation of fixtures or mast arms on existing poles will be done at a charge mutually agreed to by the Village and MVLt.

The installation charges for replacing the HPS Luminaires with LED from 2021-2024 shall be as follows:

- i. Tier I - \$65 per Luminaire
- ii. Tier II - \$90 per Luminaire
- iii. Tier III - \$165 per Luminaire
- iv. Tier IV - \$180 per Luminaire

F. By checking the box here, the Village elects to have all High Pressure Sodium Acorn Decorative changed out to Light Emitting Diode in 2020.

The schedule for replacements under this Program shall occur in consultation with the Village. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly

full service charge for each LED fixture.

G . Installation Charges.

1. If the box in Section 11. F. is checked the installation charges for replacing the 5,800 and 9,500 Lumens HPS decorative Acorn luminaires with LED Luminaires Shall be as follows:
 - i. LED Acorn - \$385 per Luminaire

H. If, in the judgment of MVLT, a lighting fixture becomes obsolete or will no longer be serviceable, MVLT will change the light out to a standard MVLT street light fixture at no change out cost to the Village. The Village will pay the monthly full service charge for the new fixture. MVLT may also change lighting fixtures to technically or economically superior equipment.

I. The Village agrees that any Luminaires replaced or added by MVLT within the Village during the Term of this Agreement will remain in place during the Term of this Agreement unless replacement becomes necessary for purposes of continued safety or road construction.

12. Installation: MVLT will be permitted to install, in public right-of-way, MVLT-owned wires, poles, guys, and other equipment it deems necessary to provide the services agreed upon hereunder at no cost to MVLT for the use of public right-of-way.

13. Period of Illumination; DISCLAIMER; LIMITATION ON LIABILITY: All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE," which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. MVLT DOES NOT GUARANTEE CONTINUOUS LIGHTING WITHOUT DISRUPTION OR INTERRUPTION AND WILL NOT BE LIABLE TO THE VILLAGE OR ANYONE ELSE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM/OR IN ANY WAY CONNECTED TO THE LOSS OF ILLUMINATION AT ANY TIME. MVLT WILL USE COMMERCIALY REASONABLE EFFORTS TO RESTORE LIGHTING SERVICE WHEN INTERRUPTED WITHIN THE TERMS DESCRIBED HEREIN.

14. Outages: The Village shall promptly report to MVLT all luminaries which are not illuminated. MVLT will have all such reports investigated within three (3) working days and endeavor to restore service to any luminaries which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, MVLT will endeavor to restore service to the luminaries within seven (7) working days. For the purpose of this document the term "working day" means all days except Saturdays, Sundays and MVLT recognized holidays.

15. Commitment: During the Term of this Agreement, the Village agrees to maintain or increase the number of MVLT full service lighting fixtures. If in any month the number of fixtures falls below the levels as of the Effective Date (the "Basis Level"), MVLT will assess an additional charge for that month equal to the number of fixtures below the Basis Level, times the average price per fixture.

16. Force Majeure: MVLT shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, or for any other cause beyond its reasonable control.

17. Assignment: Either Party may assign this Agreement upon ninety (90) days advance written notice to the other Party.

18. Obligations: Nothing in this Agreement will be construed to obligate MVLT or the Village to trim trees located adjacent to any street lighting fixture. Further, except as expressly provided herein, nothing in this Agreement will obligate MVLT to maintain Village-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.

19. **Termination:** If this Agreement is not renewed or is terminated for any reason, MVLt shall have a reasonable amount of time in which to remove its equipment and the Village shall be responsible for all costs associated with MVLt's permanent removal of its lighting equipment.

20. **Notices:** Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the Parties at the addresses below, or such other address as a Party may specify in a written notice delivered to the other Party hereto pursuant to this Section 20, and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

If to MVLt: Miami Valley Lighting
1065 Woodman Drive
Dayton, OH 45432
Attn: Robert Stallman

If to Village: Village of Covington
1 South High Street
Covington, OH 45318
Attn: Mike Busse
Phone: 937/473-3420
Email: administrator@covington-oh.gov

Any such notice shall be deemed effective when delivered personally (including Federal Express, Express Mail, or similar courier service) to the Party for whom intended, or three (3) calendar days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth above (or at such other address as such Party shall designate in writing to the other Party during the Term of this Agreement).

21. **Waiver:** Either Party may waive any right under this agreement. The waiver by a Party to require performance of a provision of the Agreement will not affect the right to require full performance of any provision thereafter. The waiver by either Party of a breach of a provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of the provision.

22. **Entirety and Termination of Any Prior Agreement:** This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the Parties, whether oral or written, pertaining to the subject matter. No change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each of the Parties subsequent to the execution of this Agreement. It is explicitly agreed that the agreement between the Parties dated January 1, 2015, is terminated effective as of the Effective Date of this Agreement and, thereafter, shall be of no further force and effect.

23. **Governing Law:** This Agreement shall be controlled by and interpreted in accordance with the laws of the State of Ohio, without regard to any choice of law rules that may direct the application of laws of another jurisdiction. Any action or judicial proceeding instituted by either Party relating to this Agreement shall be brought in the courts in Montgomery County, Ohio, it being understood that judgments, orders or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.

24. **Counterparts:** This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other modes of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

In Witness Whereof, the Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Miami Valley Lighting, LLC.

Attest

By: _____
Authorized Signature

Print Name: Robert Stallman

Title: Vice President

Date: _____

Village of Covington
Miami County, State of Ohio

Attest

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

RESOLUTION R27-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
ENTER INTO A CONTRACT WITH FRYMAN-KUCK FOR THE WWTP
TRANSFER PUMP VALVE REPLACEMENT PROJECT

WHEREAS, the Village of Covington has determined that the Transfer pump valves located at the WWTP in the Village is in need of replacement;

WHEREAS, the Village Administrator solicited quotes for the Transfer Pump Valve replacement Project;

WHEREAS, Fryman – Kuck General Contractors INC. submitted a quote to complete said project and its bid was the lowest and best bid attached as Exhibit A;

NOW THEREFORE, BE IT ORDAINED by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the WWTP Transfer Pump Valve Replacement Project to Fryman – Kuck General Contractors.

Section 2: The Village Administrator of the Village of Covington is authorized to enter into a contract with Fryman – Kuck General Contractors INC. for the completion of the WWTP Transfer Pump Valve Replacement Project and Issue a notice to proceed for the project.

Section 3: this ordinance shall be in effect at the earliest period of time as permitted by law.

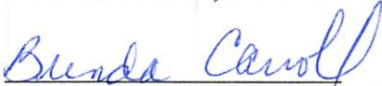
APPROVED November 4, 2019



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

Fryman – **K**uck general contractors, inc.

5150 WEBSTER STREET P.O. BOX 13655 DAYTON, OH 45413-0655 937 / 274-2892 FAX 937 / 274-9485

Mike Busse
City of Covington WWTP
Replace 4 valves & check valves
10-9-19

Labor, material & equipment to

- 1) We will remove the 4 valves & check valves
- 2) We will replace them with new
- 3) We will bypass when we are performing this work.

The cost is \$28,482.00 (Twenty eight thousand four hundred eighty two dollars).

If you have any questions feel free to give me a call.

Thanks
Kent

RESOLUTION NO. R28-19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
AND FISCAL OFFICER TO ENTER INTO CONTRACT FOR THE
DEPOSIT OF VILLAGE FUNDS WITH MINSTER BANK

WHEREAS, it is necessary for the Village of Covington to maintain bank accounts for the various village needs, including, but not limited to, deposits, credit cards, and check writing services;

WHEREAS, Minster Bank has offered these banking services to the Village of Covington as set forth in the contract for deposit of Village funds attached hereto as Exhibit A;

NOW, THEREFORE, pursuant to the forgoing, be it resolved by the Council of the Village of Covington, Miami County, Ohio, as follows:

SECTION ONE: That the Village of Covington approves the contract for deposit of Village funds with Minster Bank, and authorizes the Village Administrator and Fiscal Officer to execute the contract for deposit of Village funds provided by Minster Bank attached as Exhibit A.

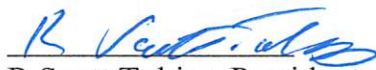
SECTION TWO: That the Village of Covington authorizes the Village Administrator and Fiscal Officer to be authorized signers on all accounts with Minster Bank and to execute any necessary documents to deposit, transfer or withdraw village funds with Minster Bank.

SECTION TWO: That this resolution shall take effect at the earliest time provided by law.

Passed this 18th day of November, 2019



Edward L. McCord, Mayor



R Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer/Clerk