

RESOLUTION. R1-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO AMEND  
A CONTRACT FOR PARK DESIGN SERVICES WITH POGGEMEYER DESIGN  
GROUP INC.

WHEREAS, the Village of Covington intends to improve the Maple Street park area;

WHEREAS, the Village of Covington believes that these improvements require the services of a design engineer;

WHEREAS, Poggemeyer Design Group has a current contract with the village to complete the Covington Park Masterplan;

WHEREAS, Poggemeyer Design Group has submitted a proposal to the village to modify this current contract to include the Maple Street Park Improvement 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 modifying the current contract (300214-00004) for engineering services to include the Maple Street Park Improvement Design as described in attachment A, not to exceed an additional \$12,000.00;

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

APPROVED: January 6, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk / Fiscal Officer



POGGEMEYER  
DESIGN GROUP

- CLIENT
- ARCHITECT/ENGINEER

### Contract Amendment

**PROJECT:** *(Name and Address)*  
 Covington Village Park Masterplan  
 (Maple Street Park)  
 Covington, Ohio

**CONTRACT AMENDMENT NUMBER:** 001

**DATE:** 01/07/2020

**PDG PROJECT NUMBER:** 300214-00004

**TO CLIENT:** *(Name and Address)*  
 Village of Covington  
 1 South High Street  
 Covington, Ohio 45318

**PROJECT MANAGER:** Bill Steele, AIA

**CONTRACT DATE:** 12/13/2017

**The Contract is changed as follows:**

*(Include, where applicable, any undisputed amount attributable to previously executed Contract Amendments)*

Redesign of Covington School Park with updates to Band Shelter and Splash Pad locations (water features and shade sail canopies). Updates to west wrought iron fence with stone piers. Updates to Probable Cost Sheet. Attended meeting with Village Council to present concept plan and probable cost estimate.

The original Contract Sum: ..... \$12,000.00

The net change by previously submitted Contract Amendments: ..... \$0.00

The Contract Sum prior to this Contract Amendment:..... \$12,000.00

The Contract Sum will be increased by this Amendment in the amount of: ..... \$12,000.00

The new Contract Sum including this Contract Amendment: ..... \$24,000.00

The Contract Time will be increased by: ..... 60 days

**NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT**

**Poggemeyer Design Group, Inc.**

**Village of Covington**

1168 North Main Street  
Bowling Green, Ohio 43402

1 South High Street  
Covington, Ohio 45318

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

DATE

DATE



**Architect's Opinion of Probable Costs**

<b>Client</b>	Village of Covington, Ohio	2-Dec-19
<b>Project</b>	Splash Pad & Band Shelter	
<b>PDG No.</b>	300214-00004	
<b>Description</b>	Construction	

<b>Item No.</b>	<b>Item</b>	<b>Qty.</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Accessible Sidewalk (Inside park) 6' W. (1500 L.F.)	9000	S.F.	\$15.00	\$135,000.00
2	Accessible ADA ramps at (6) entry points	6	S.F.	\$1,000.00	\$6,000.00
3	Steel & Wood Band Stand (Stage) 20' x 30'	1	Allowance	\$85,000.00	\$85,000.00
4	Formed Concrete Tiered Seating	2300	S.F.	\$33.00	\$75,900.00
5	Splash Pad 30' x 30'	1	Allowance	\$175,000.00	\$175,000.00
6	Shade Sail Canopy + Foundations	1	Allowance	\$15,000.00	\$15,000.00
7	6' Aluminum Fence, & Gate	2000	L.F.	\$30.00	\$60,000.00
8	Stone Piers (At Fence) (4) 2' x 2' x 6' + Foundations	4	EACH	\$3,500.00	\$14,000.00
9	Concession Building, Washrooms & Picnic Seating Area 40' x 60'	2400	S.F.	\$250.00	\$600,000.00
10	Seeding (Sprayed) (Full site)	135000	S.F.	\$0.10	\$13,500.00
11	Tree Removal	~	Allowance	\$5,000.00	\$5,000.00
12	Landscape:Trees (16), Shrubs, Plantings & Mulch	~	Allowance	\$50,000.00	\$50,000.00
13	Steel Benches (9)- 2 are at splash pad	9	EACH	\$1,500.00	\$13,500.00
14	Steel Picnic Tables (8)	8	EACH	\$2,000.00	\$16,000.00
15	Concrete Trash Containers (30 Gal.)	8	EACH	\$800.00	\$6,400.00
16	Walkway LED 20' H. Lighting Poles (10) + Foundations	10	EACH	\$2,500.00	\$25,000.00
17	Public ADA Drinking Fountains W/ Dog Bowl (Hi & Lo)	1	EACH	\$5,000.00	\$5,000.00
18	Park Entry Signage (6)	6	EACH	\$1,000.00	\$6,000.00

		\$1,306,300.00
	10% Contingency	<u>\$130,630.00</u>
<b>SUB-TOTAL</b>		\$1,436,930.00
	15% Technical Services	<u>\$215,539.50</u>
<b>TOTAL CONSTRUCTION COSTS</b>		<b>\$1,652,469.50</b>
Budgets include installation.		
Excluded items: Street Improvements, Basketball Courts, Perimeter Public Sidewalk, & Parking Lots		

RESOLUTION. R2-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
CONTRACT FOR SERVICES WITH ACCESS ENGINEERING SOLUTIONS, LLC.  
FOR THE 2020 PAVING PROGRAM

WHEREAS, the Village of Covington intends to repave sections of Wenrick Street between Bridge Street and Walnut Street in the budget year 2020; and

WHEREAS, the Village of Covington also intends to make repairs and repave a section of Ludlow Street between East Broadway and Hazel Street in the budget year 2020; and

WHEREAS, it is necessary to engage engineers to complete the design, bid and provide 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 \$ 12,500.00;

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

APPROVED: February 3, 2020:



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 \_\_\_\_\_, 2020 by and between the **VILLAGE OF COVINGTON**, 1 South High Street, Covington, OH 45318 (hereinafter referred to as "City") and **ACCESS ENGINEERING SOLUTIONS, LLC**, 1200 Imscher 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 City is engaged in **2020 Covington Paving Program**, 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 City hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the City, for a period of **Twelve (12)** months, commencing on **January 1, 2020** 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 City and Consultant. The City 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 City and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the City. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the City.

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 City, 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 City, regardless of how the injury or damage was caused, including negligence on the part of the City.

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 City in an expedient manner. The Consultant agrees that any Change Order must be approved by the City in Writing.

2.7. Insurance and Indemnification: Consultant represents to the City that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the City 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 City 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 City'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 City shall compensate Consultant in an amount not to exceed **Twelve Thousand Five Hundred Dollars (\$12,500.00)** 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 City shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the City shall withhold payment on the disputed portion of the invoice ONLY.

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

### **ARTICLE 5: RESPONSIBILITIES OF THE CITY**

5.1 Information: The City 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 City with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The City 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 City 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 City 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 City agrees to designate, in writing, a person or persons who shall serve as the City'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 City shall have the right to terminate Consultant's contract for services at any time for cause. The City 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 City 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 City.

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

- (a) If either the City 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 City 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 City.

## 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 City 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.

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: January 6, 2020

**The Village of Covington, Ohio**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

**Attachment “A”****Scope of Services****Preliminary Engineering - \$2,500**

- In consultation with the Village of Covington, determine the general scope, extent, & character of the Project. It is generally understood that the scope of the project is as listed below:
  - The complete milling and resurfacing of Ludlow Street from Broadway Street to Hazel Street which is an approximate distance of 325 lineal feet.
  - The replacement of curb on both sides of Ludlow Street from Broadway Street to the alley north of Broadway Street, an approximate distance of 150 lineal feet.
  - The replacement of sidewalks and driveways on the east side of Ludlow Street from Broadway Street to the alley north of Broadway Street, an approximate distance of 150 lineal feet.
  - The milling and resurfacing of the following street areas
    - S. Wenrick St. from Bridge St. to Spring St. – Approximate Distance 600 LF
    - S. Wenrick St. from Spring St. to Walnut St. – Approximate Distance 200 LF
    - N. Grant St. from Walnut St. to University St. – Approximate Distance 575 LF
- Perform a field topographic survey as needed for the Ludlow Street area. There will be no field survey on S. Wenrick St. and N. Grant St. roadway resurfacing areas
- Prepare Preliminary project exhibits and cost estimates for the proposed work.

**Design Engineering - \$6,000**

- 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.
- 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; 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 Engineering - \$2,500**

- 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 - \$1,500**

- Prepare Construction Contracts, Notice of Award, Proceed, & Commencement for Contractor.
- Attend a preconstruction meeting between the Village and the Contractor for any interpretation or clarifications that may be necessary for the project.
- 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

***Not Included with this Proposal***

- 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. R3-20

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 \$75,000.00;

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


APPROVED: February, 3, 2020:



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 \_\_\_\_\_, 2020 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 Irmischer 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 – 2020 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, 2020** 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 **Seventy-Five Thousand Five Hundred Dollars (\$75,000.00)** 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.

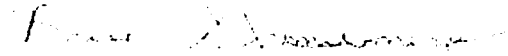
7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision 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: \_\_\_\_\_, 2020

**The Village of Covington, Ohio**

\_\_\_\_\_  
Signature

Michael L. Busse  
Name

Village Administrator  
Title

Dated: \_\_\_\_\_, 2020

## Attachment "A"

### Scope of Services

#### **ODOT Stage 3 Plan Design - \$42,500**

- Make required revisions to Stage 2 plans per comment provided by ODOT in their Stage 2 Plan Review. These revisions are required ahead of the Stage 3 Plan Submittal Date of
- Working on the development of Stage 3 plans for submittal to ODOT with a current submission date of 04/15/2021.
- Plans will be Stage 3 Detailed Design Requirements as described in Section 1400 of the ODOT Location and Design Manual Volume 3. Stage 3 Detailed Design should complete the design and detailing of the project. These plans must contain all details and quantities require to bid and construct the proposed project, including a final cost estimate.
  - Title Sheet updated for Stage 3
  - Schematic Plan Sheet updated for Stage 3
  - Typical Section Sheets updated for Stage 3
  - General Note Sheets with utility companies
  - Maintenance of Traffic Sequence of Operations and local detour notes updated for Stage 3
  - Maintenance of Traffic Phasing Plans updated for Stage 3
  - Plan and Profile Sheets updated for Stage 3
  - Cross Section Sheets updated for Stage 3
  - Intersection Detail Sheets with pavement elevations updated for Stage 3
  - Drive Detail Sheets showing plan and profile information updated for Stage 3
  - Storm Sewer Profile Sheets updated for Stage 3
  - Pavement Marking and Signage Plan Sheets Updated for Stage 3
  - Preparation of the Project Site Plan
  - Determination of all estimated quantities plan
  - Determination of appropriate notes
  - Disposition of Constructability Review Comments
  - Disposition of Stage 2 Detailed Design Review Comments

#### **Final Right-of-Way Plan Submission - \$25,000**

- Completion of Final Right-of-Way Plans for submittal to ODOT in the first quarter of 2020.
- 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

**Project Coordination - \$7,500**

- Submittal of 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.

***Not Included with this Proposal***

- ODOT Final Stage 3 submittal design services, ODOT Final Tracings 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 NO. R4-20

A RESOLUTION DECLARING THE NECESSITY OF REPAIRING AND/OR  
CONSTRUCTING OF SIDEWALKS 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 construction and/or repair of the sidewalk abutting the property located in the Village of Covington and as more fully described in attached "Exhibit A" by address and parcel numbers; 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 construction and/or repair to be prepared, showing the location and dimensions of such sidewalks and the specifications for the construction or repair thereof, and to file these in the office of the Village Fiscal officer; and

WHEREAS, the plans, specifications, and estimates of the costs of such construction and/or repair have been filed in the office of the Village Fiscal Officer, and the Council declares it necessary for the construction and/or repair of the sidewalks identified herein to be made pursuant to the adoption of the Resolution of Necessity.

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

Section 1. That Council approves the plans, specifications, and estimate of cost on file in the office of the Village Fiscal Officer for the proposed construction and/or repair of the sidewalks abutting the properties located in the Village of Covington and described by address and parcel number in "Exhibit A".

Section 2. That the lots and land abutting upon the sidewalks to be constructed and/or repaired are described in attached "Exhibit A".

Section 3. That the owners of said lots and land shall construct and/or repair the sidewalk located on said lots and described herein in accordance with the specifications on file in the office of the Village Fiscal Officer.

Section 4. That the sidewalk shall be constructed and/or repaired 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 such sidewalk is not constructed and/or repaired by the owner in accordance with the plans and specifications and within the time prescribed in this resolution, the Village of Covington will so construct and/or repair the sidewalk and assess the costs thereof against the lots and lands abutting such sidewalk.

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 all the sidewalks subject to the resolution repaired and/or constructed 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 3<sup>rd</sup>. day of February, 2020.


APPROVED:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer

# 2020 Sidewalk Program Exhibit A

House #	Street	Parcel Number	Owner Name	Phone	Length	Width	Area	Description
300	Troy Pike		Village of Covington					curb ramp
300	Troy Pike	H19-005600	Kimmel LLC.		58	7.5	435	4" Sidewalk
300	Troy Pike	H19-005600	Kimmel LLC.		58			curb
350	Harrison	H19-005590	Lois Ann Wight		19	8	152	6" Driveway Approach
350	Harrison	H19-005590	Lois Ann Wight		47	7.5	352.5	4" Sidewalk
330	Harrison	H19-005570	Tucker Chaney		42	4.5	189	4" Sidewalk
330	Harrison	H19-005570	Tucker Chaney		3	2	6	4" Lead Walk
324	Harrison	H19-005560	Derik W & Shannon K Sowers		13	9	117	6" Driveway Approach
324	Harrison	H19-005560	Derik W & Shannon K Sowers		55	4.5	247.5	4" Sidewalk
324	Harrison	H19-005560	Derik W & Shannon K Sowers		3	4	12	4" Lead Walk
318	Harrison	H19-005550	Nathan D & Carmen Sink		70	4.5	315	4" Sidewalk
318	Harrison	H19-005550	Nathan D & Carmen Sink		3	4	12	4" Sidewalk
312	Harrison	H19-005540	Robert S & Kathy L Tobias		47	4.5	211.5	4" Sidewalk
312	Harrison	H19-005540	Robert S & Kathy L Tobias		6	3.5	21	4" Lead Walk
311	Bridge	H19-005530	Elmer R III & Jennifer T Swank (Tikes)		66	8	528	4" Sidewalk
311	Bridge	H19-005530	Elmer R III & Jennifer T Swank (Tikes)		20	7	140	4" Sidewalk
311	Bridge	H19-005530	Elmer R III & Jennifer T Swank (Tikes)		19	18	342	6" Approach
311	Bridge	H19-005530	Elmer R III & Jennifer T Swank (Tikes)		90			Curb
	Harrison	South East Corner	Village of Covington					Curb Ramp
	Harrison	North East Corner	Village of Covington					Curb Ramp
226	Harrison	H19-005510	Jason & Pam Sommer		4	4.5	18	4" Sidewalk



# 2020 Sidewalk Program Exhibit A

226	Harrison	H19-005510	Jason & Pam Sommer		5	6	30	4" Sidewalk
214	Harrison	H19-005500	Kimmel LLC.		58	4.5	261	4" Sidewalk
214	Harrison	H19-005500	Kimmel LLC.		3	5	15	4" Lead Walk
208	Harrison	H19-005490	Glen S & Dee A Perkins		6.5	7	45.5	4" Sidewalk
208	Harrison	H19-005490	Glen S & Dee A Perkins		4	5	20	4" Lead Walk
202	Harrison		Village of Covington					curb ramp
202	Harrison	H19-005920	Stephen T & Diana L Good		49.5	4.5	222.75	4" Sidewalk
126	Harrison		Village of Covington					curb ramp
116	Harrison	H19-005900	Janet L Brant		5	5	25	4" Sidewalk
108	Harrison	H19-005890	Nicole R McCaskey		61	5	305	4" Sidewalk
301	Spring	H19-005880	Sandra L Witherspoon		10	5	50	4" Sidewalk
101	Harrison	H19-005480	Anthony E. Kendell		62	5	310	4" Sidewalk
109	Harrison	H19-005470	Jason A. Powell		62	5	310	4" Sidewalk
109	Harrison	H19-005470	Jason A. Powell		4	4	16	4" Lead Walk
115	Harrison	H19-005450	Christopher T & Kris Ann Supinger		62	5	310	4" Sidewalk
115	Harrison	H19005460	Christopher T & Kris Ann Supinger		26	5	130	4" Sidewalk
125	Harrison	H19-005440	John R & Rose Lyle		52	5	260	4" Lead Walk
125	Harrison		Village of Covington					curb ramp
201	Thompson		Village of Covington					curb ramp
201	Thompson				5	4.5	22.5	4" Sidewalk
201	Harrison	H19-005430	Zachary D. Sweet		50	4.5	225	4" Sidewalk
207	Harrison	H19-005420	Doug Dilley		58	4.5	261	4" Sidewalk

# 2020 Sidewalk Program Exhibit A

207	Harrison	H19-005420	Doug Dilley			3	4	12	4" Lead Walk
213	Harrison	H19-005410	Brian & Michelle Olson		58	4.5		261	4" Sidewalk
213	Harrison	H19-005410	Brian & Michelle Olson		6	4		24	4" Lead Walk
219	Harrison	H19-005390	DOJ Rentals		50	5		250	4" Sidewalk
224	Bridge		Village of Covington						Curb Ramp
224	Bridge	H19-005400	Daniel J & Michael Hare		4	5		20	4" Sidewalk
223	Bridge		Village of Covington						Curb Ramp
				Sum	1327	213		6484.25	

RESOLUTION. R5-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH MOTE AND ASSOCIATES FOR THE COVINGTON WATER TREATMENT PLANT MEDIA REPLACEMENT PROJECT DESIGN WORK

WHEREAS, the Village of Covington operates a Drinking Water Treatment plant;

WHEREAS, the State of Ohio licenses said plant and requires the plant to meet certain environmental standards;

WHEREAS, the Village of Covington has reviewed the conditions of its current treatment plant with the State of Ohio and is required to update its plant to meet new standards;

WHEREAS, Mote and Associates, Inc. is a qualified engineering firm which has provided a proposal, Attached as Exhibit A, for the Media Replacement Project needed to be made at the Covington Water Treatment Plant;

WHEREAS, the Village of Covington Council has determined that approving the design engineering proposal provided by Mote and Associates for the Media Replacement Project is in the best interest of the village;

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 Mote and Associates, Inc. for the Media Replacement design and bidding work for the Village of Covington's Wastewater Treatment Plant; Not to exceed \$7,595.00

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

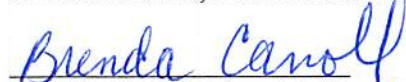
APPROVED February 18, 2020



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer / Clerk

## Engineering/Surveying Services Proposal

**To:** Mr. Michael Busse, Village Administrator  
Village of Covington  
1 South High St.  
Covington, OH 45318

**Date:** February 12, 2020

**Project Name & Description:**

Design and bidding services for the WTP softener and filter media replacement.

**Completion Date:**

It is anticipated that the engineering/surveying services proposed herein will be completed within 8 weeks of receiving signed authorization.

**Quote Expiration:**

This quote is valid until March 12, 2020.

**Payment Terms:**

Invoices will be sent monthly for the amount of the completed services. Your remittance will be expected within 30 days of the invoice date. A 1.5% monthly interest rate will be applied to all past due balances.

**Comments:**

Please contact us if you should have any questions, comments, or concerns regarding this services proposal. We would be happy to discuss these engineering/surveying services and adjust them as necessary if they need to vary from those described herein. We are looking forward to serving you on this project.

Sincerely,

*Jerry L. McClannan*

Jerry L. McClannan, P.E., P.S.  
Principal Engineer  
Email: [jmclannan@moteassociates.com](mailto:jmclannan@moteassociates.com)



## **Engineering Service**

## **Engineering Fee**

### **Design Phase**

**\$4,095.00**

- Up to six (6) hours client conference time.
- Site Plan.
- General notes.
- Softener details.
- Filter details.
- Technical Specifications.

### **Bidding Phase**

**\$3,500.00**

- Prepare Contract Documents.
- Provide detail plans for sale to prospective bidders.
- Prepare addenda as needed.
- Evaluate bids and make recommendations for award.
- Provide consultation to prospective bidder's questions.

### **Miscellaneous Items/Fees Not Included in Our Proposal**

- Appeals hearings / appeals process.
- As-Built Drawings.\*
- Building layouts and/or elevation drawings.
- Construction consultation.\*
- Environmental testing.
- Excavation for utility location/verification.
- Inspection services.\*
- Material testing.
- Outside consultation services.
- Aid to construction costs (i.e., costs from utility companies for their services).
- Additional requested services outside the scope of those listed herein (see attached hourly rates).

\* These items can be provided if desired.

## Hourly Rates

<u>Job Title</u>	<u>Hourly Rate</u>
Project Engineer III	\$125.00
Principal Engineer	\$120.00
Professional Engineer	\$120.00
Design Manager	\$120.00
Field Operations Manager	\$115.00
Environmental Project Manager	\$110.00
Structural Design Engineer	\$100.00
Civil Design Engineer	\$100.00
Engineering Designer II	\$100.00
Project Engineer II	\$85.00
Construction Project Manager	\$85.00
Structural Design Coordinator	\$85.00
Grants & Funding Manager	\$85.00
Project Engineer I	\$85.00
Project Manager	\$85.00
Business Administrator	\$80.00
Construction Project Associate	\$75.00
Engineering Associate	\$75.00
Project Designer	\$75.00
Sr. Administrative Assistant	\$60.00
CAD Technician II	\$55.00
Field Operations Associate	\$50.00
CAD Technician I	\$50.00

**Note: The above rates are subject to change without notice.**

## Authorization for Requested Services

**Client:** Mr. Michael Busse, Village Administrator  
Village of Covington

**Date:** February 12, 2020

**Project Name & Description:**

Design and bidding services for the WTP softener and filter media replacement.

I authorize Mote & Associates, Inc. to begin the proposed work on the above project according to the services listed in the Services Proposal and understand the payment terms for said services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Billing, Contact, and Project Information

**Bill To:** Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Purchase Order Number (for Billing Purposes, if Applicable):** \_\_\_\_\_

**Contact Person (If Different than Billing Contact):** Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Alternate Contact Person:** Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Project Location:** Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Township: \_\_\_\_\_ County: \_\_\_\_\_

**Picture Permission:**  Please check this box if you DO NOT grant permission to Mote & Associates, Inc. to use pictures of this project for promotional purposes.

RESOLUTION. R6-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH MOTE AND ASSOCIATES FOR THE RAS PUMP REPLACEMENT DESIGN WORK FOR THE WASTEWATER TREATMENT PLANT

WHEREAS, the Village of Covington operates a Wastewater Treatment plant;

WHEREAS, the State of Ohio licenses said plant and requires the plant to meet certain environmental standards;

WHEREAS, the Village of Covington has reviewed the conditions of its current treatment plant with the State of Ohio and is required to update its plant to meet new standards;

WHEREAS, Mote and Associates, Inc. is a qualified engineering firm which has provided a proposal, Attached as Exhibit A, for the RAS Pump improvements needed to be made at the Wastewater Treatment Plant;

WHEREAS, the Village of Covington Council has determined that approving the design engineering proposal provided by Mote and Associates for the RAS Pump Replacement Project is in the best interest of the village;

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 Mote and Associates, Inc. for the RAS Pump replacement project design work for the Village of Covington's Wastewater Treatment Plant; Not to exceed \$32,230.00

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

APPROVED March 16, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Fiscal Officer / Clerk



## Engineering/Surveying Services Proposal

**To:** Mr. Michael Busse, Village Administrator  
Village of Covington  
1 South High St.  
Covington, OH 45318

**Date:** January 27, 2020

**Project Name & Description:**

Design and bidding services for the RAS pump upgrades at the Covington WWTP.

**Completion Date:**

It is anticipated that the engineering/surveying services proposed herein will be completed within 12 weeks of receiving signed authorization.

**Quote Expiration:**

This quote is valid until February 27, 2020

**Payment Terms:**

Invoices will be sent monthly for the amount of the completed services. Your remittance will be expected within 30 days of the invoice date. A 1.5% monthly interest rate will be applied to all past due balances.

**Comments:**

Please contact us if you should have any questions, comments, or concerns regarding this services proposal. We would be happy to discuss these engineering/surveying services and adjust them as necessary if they need to vary from those described herein. We are looking forward to serving you on this project.

Sincerely,

*Jerry L. McClannan*

Jerry L. McClannan, P.E., P.S.  
Principal Engineer  
Email: [jmclannan@moteassociates.com](mailto:jmclannan@moteassociates.com)



**Engineering Service**

**Engineering Fee**

**Design Phase**

**\$28,730.00**

- Up to six hours client conference time.
- Site Plan.
- General notes and details.
- Existing/Proposed Valve Vault Plan.
- Proposed piping layout.
- Section views.
- Existing Electrical Plan and proposed upgrades.
- Power panel.
- Flow Meter & SCADA design.
- Technical Specifications.

**Bidding Phase**

**\$3,500.00**

- Prepare Contract Documents.
- Provide detail plans for sale to prospective bidders.
- Prepare addenda as needed.
- Evaluate bids and make recommendations for award.
- Provide consultation to prospective bidder's questions.

**Miscellaneous Items/Fees Not Included in Our Proposal**

- Appeals hearings / appeals process.
- As-Built Drawings.\*
- Building layouts and/or elevation drawings.
- Construction consultation.\*
- Environmental testing.
- Excavation for utility location/verification.
- Inspection services.\*
- Material testing.
- Outside consultation services.
- Aid to construction costs (i.e., costs from utility companies for their services).

\* These items can be provided if desired (see attached hourly rates).

## Hourly Rates

<b>Job Title</b>	<b>Hourly Rate</b>
Project Engineer III	\$125.00
Principal Engineer	\$120.00
Professional Engineer	\$120.00
Design Manager	\$120.00
Field Operations Manager	\$115.00
Environmental Project Manager	\$110.00
Structural Design Engineer	\$100.00
Civil Design Engineer	\$100.00
Engineering Designer II	\$100.00
Project Engineer II	\$85.00
Construction Project Manager	\$85.00
Structural Design Coordinator	\$85.00
Grants & Funding Manager	\$85.00
Project Engineer I	\$85.00
Project Manager	\$85.00
Business Administrator	\$80.00
Construction Project Associate	\$75.00
Engineering Associate	\$75.00
Project Designer	\$75.00
Sr. Administrative Assistant	\$60.00
CAD Technician II	\$55.00
Field Operations Associate	\$50.00
CAD Technician I	\$50.00

**Note: The above rates are subject to change without notice.**

## Authorization for Requested Services

**Client:** Mr. Michael Busse, Village Administrator  
Village of Covington

**Date:** January 27, 2020

**Project Name & Description:**

Design and bidding services for the RAS pump upgrades at the Covington WWTP.

I authorize Mote & Associates, Inc. to begin the proposed work on the above project according to the services listed in the Services Proposal and understand the payment terms for said services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Billing, Contact, and Project Information

**Bill To:** Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Purchase Order Number (for Billing Purposes, if Applicable):** \_\_\_\_\_

**Contact Person (If Different than Billing Contact):** Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Alternate Contact Person:** Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Project Location:** Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Township: \_\_\_\_\_ County: \_\_\_\_\_

**Picture Permission:**  Please check this box if you DO NOT grant permission to Mote & Associates, Inc. to use pictures of this project for promotional purposes.

RESOLUTION. R7-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
CONTRACT FOR SERVICES WITH ACCESS ENGINEERING SOLUTIONS, LLC.  
FOR THE PEARL STREET WATERLINE REPLACEMENT PROJECT

WHEREAS, the Village of Covington intends to replace the water line between Wright Street and Walnut Street in the budget year 2020; and

WHEREAS, it is necessary to engage engineers to complete the design, bid and provide 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 \$ 12,500.00;

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

APPROVED: March 16, 2020:



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 \_\_\_\_\_, 2020 by and between the **VILLAGE OF COVINGTON**, 1 South High Street, Covington, OH 45318 (hereinafter referred to as "City") and **ACCESS ENGINEERING SOLUTIONS, LLC**, 1200 Irmischer 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 City is engaged in **Pearl Street Waterline Replacement**, 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 City hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the City, for a period of **Eleven (11)** months, commencing on **February 1, 2020** 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 City and Consultant. The City 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 City and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the City. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the City.

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 City, 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 City, regardless of how the injury or damage was caused, including negligence on the part of the City.

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 City in an expedient manner. The Consultant agrees that any Change Order must be approved by the City in Writing.

2.7. Insurance and Indemnification: Consultant represents to the City that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the City 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 City 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 City'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 City shall compensate Consultant in an amount not to exceed **Twelve Thousand Five Hundred Dollars (\$12,500.00)** 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 City shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the City shall withhold payment on the disputed portion of the invoice ONLY.

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

### **ARTICLE 5: RESPONSIBILITIES OF THE CITY**

5.1 Information: The City 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 City with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The City 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 City 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 City 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 City agrees to designate, in writing, a person or persons who shall serve as the City'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 City shall have the right to terminate Consultant's contract for services at any time for cause. The City 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 City 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 City.

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

- (a) If either the City 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 City 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 City.

## **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.

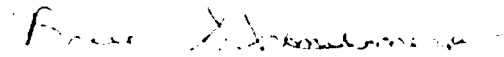
7.2 **Governing Law**: This contract shall be governed by the laws of the State of Ohio.

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 City 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.

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: February 8, 2020

**The Village of Covington, Ohio**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

**Attachment "A"**

**Scope of Services**

**Topographic Survey - \$1,500**

- In consultation with the Village of Covington, determine the general scope, extent, & character of the Project. It is generally understood that the scope of the project is as listed below:
  - The replacement on an existing 4" waterline on Pearl Street between Walnut Street and Wright Street. A new 8" waterline will be designed along with all needed services, valves, fittings and other miscellaneous work. A 6" service line is to be provided to the new Marias Development.
- Perform a field topographic survey as needed for the waterline replacement

**Design Engineering - \$7,000**

- Prepare Preliminary project exhibits and cost estimates for the proposed work.
- 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.
- 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; 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 Engineering - \$2,500**

- 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 - \$1,500**

- Prepare Construction Contracts, Notice of Award, Proceed, & Commencement for Contractor.
- Attend a preconstruction meeting between the Village and the Contractor for any interpretation or clarifications that may be necessary for the project.
- 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

***Not Included with this Proposal***

- 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 R8-20

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 16, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk / Fiscal Officer

# Your Renewal Snapshot

Here's an overview of the benefits proposed for your renewal. **No action is needed** to accept this coverage. You will renew automatically unless you notify your agent that you want to make a change.

Medical Plan	Monthly Premium Equivalent Rate			Calendar Year Annual Deductible (single/family)	Annual Out-of-Pocket Maximum (single/family)	Plan Options				
	Current	New	Change			Office Visits	Inpatient Hospital	ER/Urgent Care Center	Pharmacy Drugs	Preventive Care Immunizations & Screenings
Lumenos Health Savings Accounts SOCA MEWA Option E8 with Rx Option E81, Blue 10.5	\$8,393.61	n/a	n/a	\$3,000/ \$6,000	\$5,000/ \$10,000	0% Coinsurance	0%	0% 0%	\$15 /\$45 /\$80 /25% \$350 max	No Copayment/C oinsurance
Blue Access SOCA MEWA PPO 3000E/0%/5000 w/HSA with Rx Option E81, Blue 12.0	n/a	\$8,815.39	5.0%	\$3,000/ \$6,000	\$5,000/ \$10,000	0% Coinsurance	0%	0% 0%	\$15/\$45/\$80 /25% \$350 max	No Copayment/C oinsurance
Blue Access SOCA MEWA Option 6 with Rx Option E80, Blue 10.5	\$4,125.42	n/a	n/a	\$3,000/ \$6,000	\$6,000/ \$12,000	\$30 Copays	20%	\$400/20% \$75	\$15 /\$45 /\$80 /25% \$350 max	No Copayment/C oinsurance
Blue Access SOCA MEWA PPO 3000/20%/6500 with Rx Option E80, Blue 12.0	n/a	\$4,309.02	4.5%	\$3,000/ \$6,000	\$6,500/ \$13,000	\$30 Copays	20%	\$400/20% \$75	\$15/\$45/\$80 /25% \$350 max	No Copayment/C oinsurance

**Total Current Premium Equivalent Rate: \$12,519.03**

**Total New Premium Equivalent Rate: \$13,124.41**

**Increase: 4.8%**

Please note: As we receive additional guidance and clarification from the U.S Department of Health and Human Services, we may be required to make additional changes to your benefits.

Per the Affordable Care Act (a.k.a., health care reform law), Summaries of Benefits and Coverage (SBCs) can be accessed through our Internet Posting Site at [sbc.anthem.com/dps/](http://sbc.anthem.com/dps/)

# Premium Equivalent Rates Exhibit 3 to the Participation Agreement

The Employer shall pay Anthem the following premium equivalent rates per Employee per month for the Contract Period.

Coverage	Employee Only	Employee and Spouse	Employee and Child(ren)	Family
Blue Access SOCA MEWA PPO 3000E/0%/5000 w/HSA with Rx Option E81, Blue 12.0	\$508.12	\$1,116.85	\$857.71	\$1,568.57
Blue Access SOCA MEWA PPO 3000/20%/6500 with Rx Option E80, Blue 12.0	\$555.86	\$1,221.78	\$938.29	\$1,715.94

Medicare Rates	Employee Only	Employee and Spouse	Employee and Child(ren)	Family
Blue Access SOCA MEWA PPO 3000E/0%/5000 w/HSA with Rx Option E81, Blue 12.0	\$265.23	\$582.98	\$447.71	\$818.78
Blue Access SOCA MEWA PPO 3000/20%/6500 with Rx Option E80, Blue 12.0	\$286.24	\$629.17	\$483.18	\$883.64

Rates are proposed for an effective date of 05/01/2020. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based upon primarily located in the 45318 zip code area. Final rates will be based upon the actual location, census, final benefits selected and the underwriting rules in effect upon acceptance by the SOCA Benefit Plan. This renewal is subject to underwriting approval by the SOCA Benefit Plan. The entire provisions of benefits and exclusions are contained in the Participation Agreement. In the event of a conflict between the Participation Agreement and this description, the terms of the Participation Agreement will prevail. NOTE: If the alternate Option request form is not received by the effective date listed on this proposal, a new proposal must be submitted. All HSA-compatible or high deductible plans are stand-alone plans, without an employer self-funding or insuring the deductible. Employer funding (other than through contributions to the employee's HSA account) could cause these plans to not meet Affordable Care Act rating requirements. This means the plan will no longer be Guaranteed Issue, if the employer self-funds or insures the deductible or other cost-share amounts.

The Medicare rates above are available only to employer groups with fewer than twenty total employees, as calculated under Medicare Secondary Payer rules. Eligibility for these Medicare rates is based on the Medicare status of the employee and not the spouse or child(ren), and completion and approval of the Small Employer Exemption packet with CMS. A spouse and/or child are eligible for the lower Medicare primary rate only when the employee is eligible to have claims paid by Medicare as the primary coverage.



Matt Appenzeller, Plan Administrator  
Southern Ohio Chamber Alliance Benefit Plan



RESOLUTION R9-20

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH FINFROCK CONSTRUCTION FOR THE HIGH STREET SANITARY SEWER IMPROVEMENT PROJECT AND DECLAIRING IT AN EMERGENCY**

**WHEREAS, the Village of Covington has determined that the condition of the High Street Sanitary Sewer located on High Street in the Village is deteriorating and needs immediate renovations, including but not limited to, the replacement of the underground sewer piping, and manholes; and**

**WHEREAS, the Village of Covington has determined that the High Street Sanitary Sewer project is extremely time-sensitive and must be completed within the next few weeks to avoid delaying planned commercial developments in area of this project; and**

**WHEREAS, Finfrock Construction is already working on a private sewer, storm sewer and water lines for a commercial project in the vicinity of this project; and**

**WHEREAS, the Village Administrator solicited a quote for the High Street Sanitary Sewer Improvement project; and**

**WHEREAS, Finfrock Construction submitted a quote to complete said sanitary sewer 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 1: The Council of the Village of Covington hereby tentatively awards the High Street Sanitary Sewer Improvement Project to Finfrock Construction of Covington Ohio for the amount of \$48,504.00**

**Section 2: The Village Administrator of the Village of Covington is authorized to enter into a contract with Finfrock Construction for the completion of the High Street Sanitary Sewer Improvement project.**

RESOLUTION R9-20

Section 3: this resolution is hereby declared an emergency, and shall be in effect at the earliest period of time as permitted by law.

APPROVED March 2, 2020

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer



301 ADAMS STREET • P.O. BOX 54 • COVINGTON, OHIO 45318  
 OFC: (937) 473-3141 • FAX: (937) 473-3874  
 www.finrockconstruction.com  
 EOE

## Proposal

<b>To:</b> Village of Covington 1 South High Street Covington, OH 45318 Phone: 937-473-2102 Fax: 937-473-3853	<b>Project:</b> 20-01106 <b>Description:</b> High Street Sanitary Improvements <b>Bid Date:</b> 02/26/2020
--	--

DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
Sawcut	550.000	lf	\$2.00	\$1,100.00
Install 8" Sanitary Sewer	366.000	lf	\$90.00	\$32,940.00
Sanitary Manholes (Castings supplied by the Village)	4.000	ea	\$3,022.00	\$12,088.00
6" Sanitary lateral including cleanout to Dime Store	20.000	lf	\$58.00	\$1,160.00
Connect to existing sanitary	2.000	ea	\$278.00	\$556.00
Plug existing sanitary	3.000	ea	\$220.00	\$660.00
			<b>TOTAL BID:</b>	<b>\$48,504.00</b>

## Project Comments

**\*Final restoration to be completed by the Village.**

**\*Staking to be done by others.**

This is a lump sum bid.

This is a unit price quotation with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantities at quoted unit prices. All permits, fees, bonds, assessments, engineering, staking, inspection fees and soil compaction tests, if required, will be provided by the Owner.

**STANDARD TERMS:** This Contract shall be subject to the Standard Terms printed on back.

Payment to be made as follows:

Upon completion of above work.

15 days from date of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *[Signature]*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**NO WORK WILL BE SCHEDULED UNTIL ABOVE CONTRACT IS SIGNED AND RETURNED.**

RESOLUTION R10-20

*Resolution*  
~~AN ORDINANCE~~ AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO ENTER INTO A PAVING CONTRACT WITH WAGNER PAVING  
FOR THE LUDLOW STREET IMPROVEMENTS AND  
THE 2020 STREET PAVING PROGRAM

WHEREAS the Village of Covington has sought bids to complete the Ludlow Street Improvement Project and its 2020 street paving program. and;

WHEREAS Wagner Paving submitted a bid of \$ 147,258.75 to complete the Ludlow Street Improvement Project and its 2020 street paving program and;

WHEREAS said bid was the lowest and best bid for said project and;

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 \$147,258.75 for the completion of the Ludlow Street Improvement Project and the 2020 street paving program.

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

APPROVED: March 16, 2020.

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Fiscal Officer/Clerk



March 16, 2020

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

Re: 2020 Covington Paving Program  
Project No. 220824.02

Dear Mr. Busse:

Access Engineering Solutions, LLC. has reviewed the bid received on March 13, 2020, for the above referenced project and has compiled the bid tabulation which is enclosed. The apparent low bidder was Wagner Paving, Inc. with a bid price of \$147,258.75. This was the only bid received on the project and it was below the Engineer's Estimate of \$160,000.

Based upon the review of this bid, it is our recommendation that the Village of Covington accepts Wagner Paving bid for this project and enters into a contract for the amount of \$147,258.75. Included with this letter are the Bid Tabulation and the Contract.

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".

Brice Schmitmeyer  
President

bds/jmg

enclosure

**BID TABULATION  
VILLAGE OF COVINGTON  
2020 PAVING PROGRAM**

**ACCESS ENGINEERING SOLUTIONS, LLC  
1200 IRMSCHER BLVD., SUITE B  
CELINA, OH 45822  
419-586-1430**

**WAGNER PAVING, INC.**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>APPROX. QTY.</b>	<b>UNIT COSTS</b>	<b>TOTAL COSTS</b>
1	Bonding and Insurance	LS	1	\$ 750.00	\$ 750.00
2	Mobilization	LS	1	\$ 950.00	\$ 950.00
3	1-1/2" Pavement Planing, Asphalt Concrete	SY	2,025	\$ 4.15	\$ 8,403.75
4	Asphalt Pavement Replacement	SY	580	\$ 32.00	\$ 18,560.00
5	Chip and Seal	SY	3,750	\$ 1.90	\$ 7,125.00
6	Tack Coat (0.06 Gal/SY)	GAL	350	\$ 6.00	\$ 2,100.00
7	0.75-inch Asphalt Concrete Leveling Course	TON	85	\$ 88.00	\$ 7,480.00
8	1-1/2" Asphalt Concrete Surface Course	TON	600	\$ 88.00	\$ 52,800.00
9	6" Residential Concrete Drive	SY	80	\$ 115.50	\$ 9,240.00
10	9" Commercial Concrete Drive	SY	20	\$ 200.00	\$ 4,000.00
11	4" Concrete Sidewalk	SF	500	\$ 10.35	\$ 5,175.00
12	Concrete Curb and Gutter	LF	280	\$ 70.00	\$ 19,600.00
13	Curb Ramp	EA	2	\$ 1,250.00	\$ 2,500.00
14	Water Valve Adjusted to Grade	EA	5	\$ 150.00	\$ 750.00
15	Monument Box Adjusted to Grade	EA	1	\$ 300.00	\$ 300.00
16	Manhole Adjusted to Grade	EA	3	\$ 275.00	\$ 825.00
17	Sanitary Manhole Casting Replacement	EA	3	\$ 550.00	\$ 1,650.00
18	12" Crosswalk Markings	LF	75	\$ 6.00	\$ 450.00
19	Construction Staking Allowance	LS	1	\$ 2,500.00	\$ 2,500.00
20	Seeding and Mulching	LS	1	\$ 1,250.00	\$ 1,250.00
21	Maintaining Traffic	LS	1	\$ 850.00	\$ 850.00
<b>TOTAL BID PRICE</b>					<b>\$ 147,258.75</b>

RESOLUTION R11-20

AN RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A PURCHASE AGREEMENT FOR PARCELS H19-006830, H19-006820 AND H19-005610 IN THE VILLAGE OF COVINGTON FROM KLEPTZ INVESTMENT GROUP INC

Whereas, the Village of Covington and Kleptz Investment Group Inc. have reached an agreement to purchase/sell parcels H19-006830, H19-006820 AND H19-005610 of said village, and the agreement being fully set forth in Exhibit A.;

Whereas, the Village of Covington's Council believes the agreement set forth in Exhibit A is in the best interest of the Village;

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 execute all necessary documents to effectuate the purchase of the real estate described in the purchase agreement designated as 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 16, 2020:



Edward L. McCord, Mayor



R, Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer/ Clerk

## CONTRACT TO PURCHASE REAL ESTATE

This Contract executed at \_\_\_\_\_, Ohio, by and between **Kleptz Investment Group, Inc., 11844 Haber Road, Englewood, OH 45322** hereinafter referred to as "Sellers" and **the Village of Covington, Ohio, 1 South High Street, Covington, Ohio**, hereinafter referred to as "Purchaser".

1. Sellers hereby agree to sell and convey to Purchaser for Thirty Thousand and 00/100 Dollars (\$30,000.00), the real estate described in Exhibit A, attached hereto, and incorporated herein by reference, referred to as Parcel number H19-006830, H19-006820, and H19-005610.
2. The property shall include the land, all rights, easements and appurtenances thereunto belonging, together with all buildings and fixtures in their present condition.
3. Sellers shall convey to Purchaser or Purchaser's nominee, a merchantable and fee simple title to the real estate described in Exhibit A by a recordable general warranty deed, free and clear of dower rights, liens, rights to take liens, other encumbrances and assessments or improvements completed, in process, or authorized prior to closing, but subject to (a) all legal streets and highways, (b) restrictions, agreements, reservations and easements of record, (c) zoning restrictions, (d) facts that would be revealed by an accurate survey of the premises, and (e) taxes to be paid by Purchaser.



4. **TITLE INSURANCE.** It is recommended that Purchaser secure either an Owner's Title Insurance Policy or an attorney's Certificate of Title through a Title Insurance Agent or Attorney of Purchaser's choosing.

If the title to all or part of the premises is defective or unmerchantable, or if any part of the premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this contract, Sellers shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove, at Sellers' expense, any such defect, lien, encumbrance, easement, condition or restriction. If Sellers are unable to remedy or remove, or secure title insurance against, such defect, lien, encumbrance, easement, condition or restriction within said thirty (30) day period, then at Purchaser's option, the parties shall be relieved of all obligations under this Agreement, and this Agreement shall be deemed null and void.

It is agreed by the parties hereto that merchantability shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association and that any matter that comes within the scope of said Standards shall not constitute a valid objection to the title provided Seller complies with the requirements of said Standards.

5. Sellers shall give possession to Purchaser at closing.

6. Taxes have been paid by Sellers up to and including those due in July, 2020. Taxes will be prorated to the date of closing in accordance with the Miami County short proration method.

7. Seller shall remove any loose or stored items located at said real property, including but not limited to, moveable carts, scales, forklifts, tractors etc. within ninety days after the execution of this contract. If Seller fails to remove said items within the ninety days provided, Seller's interest in said property shall be deemed forfeited.
8. If any of the buildings or other improvements on the premises as of the date of the acceptance of this offer are substantially damaged or destroyed prior to the delivery of the deed, Purchaser shall have the option to: (a) receive the proceeds of any insurance payable in connection therewith and fulfill this Contract, or (b) terminate this Contract.
9. Sellers agree to keep the property adequately insured against fire and extended coverage perils up to and including the date of the delivery of the deed at Sellers' sole expense.
10. Purchaser shall have the right to conduct a phase 1 environmental study of the properties subject to this purchase agreement. If said study evidences environmental issues involving the properties, Purchaser shall have the right to void this contract without any liability to Seller.
11. This Contract shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial

status, ancestry, disability or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12. Purchaser shall be responsible for his closing costs. Sellers shall pay for deed preparation, transfer tax and any other expenses and fees incurred on their behalf. Purchaser shall be responsible for the cost of preparation of this contract.

13. This Contract shall become binding upon and inure to the benefit of Sellers and Purchaser and their respective executors, administrators, heirs, successors, successors in trust and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements shall be binding upon the parties unless in writing signed by the party against whom it is sought to be enforced.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Seller, Kleptz Investment Group, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, President

Buyer-Village of Covington

By: \_\_\_\_\_  
Michael L. Busse, Village Administrator

**RESOLUTION R12-20**  
**AUTHORIZING THE VILLAGE ADMINISTRATOR TO PARTICIPATE**  
**IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020**

**WHEREAS**, the Village of Covington, Miami County Ohio (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 of **140 tons** which the Political Subdivision agrees to purchase 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 electronically **submitted** 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 24 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](mailto: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:

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

APPROVED: March 16, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk / Fiscal Officer

RESOLUTION R13-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO EXECUTE A TOWER RENTAL CONTRACT WITH  
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

WHEREAS, Cellco Partnership has provided the Village of Covington with a proposal to lease space on the Village's Maple Street water tower for the installation and operation cellular transmission equipment and;

WHEREAS, The Village of Covington Council has determined that the installation of this and operation if this cellular transmission equipment will improve cellular access to the Covington Village area;

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

SECTION 1: The Village of Covington Counsel authorizes the Village Administrator to enter into a water tower rental contract with Cellco Partnership d/b/a Verizon Wireless; said contract being attached as Exhibit A.

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

APPROVED: March 16, 2020:



Edward L. McCord, Mayor



R, Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Village of Covington, Ohio, with its principal offices at 1 South High Street, Covington, Ohio 45318, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at Maple Street in the City of Covington, County of Miami, State of Ohio, as shown on the Tax Map of the County of Miami as Parcel Number H19-250030 and being further described in Deed Book 233 at Page 549 as recorded in the Office of the Miami County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a \_\_\_\_\_ (\_\_\_) foot wide right-of-way extending from the nearest public right-of-way, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and No/100 Dollars (\$18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE,



any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. The LESSEE acknowledges that the tower location does not currently have telephone, internet or electrical services. LESSEE shall at the sole expense of the LESSEE furnish and install any telephone internet and electrical services required to operate the LESSEE's equipment including an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each five (5) year extension Term shall increase by five percent (5%) over the annual rent in effect for the immediately preceding Term.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. The LESSOR currently exercises tax exempt status on this property. The leasing of this property to the LESSEE may result in the loss of this tax exempt status. The LESSEE

shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property including any increase in taxes resulting from the loss of the LESSOR's tax exempt status which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii)

any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage;
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Commercial Automobile Liability insurance.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured. LESSOR will include LESSEE as an additional insured as their interest may appear under this Agreement.

In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the LESSOR's property at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such

demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

Before beginning or modifying any installation, LESSEE shall submit all installation plans, drawings, and/or blueprints concerning the installation to LESSOR and LESSOR's Maintenance contractor for LESSOR's approval, which approval shall not be unreasonably withheld. LESSOR shall respond to LESSEE's submission within thirty (30) days.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least one hundred eighty (180) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on

the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise

of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Covington, Ohio  
1 South High Street  
Covington, OH 45318

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any



purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by

LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only licensing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter

or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

SITE NAME: Ludlow  
ATTY/DATE: Joseph A. Cortese/1-31-2020

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**Village of Covington, Ohio**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Village of Covington, Ohio, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires \_\_\_\_\_

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_, of Cellco Partnership d/b/a Verizon Wireless, on behalf of the partnership.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires \_\_\_\_\_

SITE NAME: Ludlow  
ATTY/DATE: Joseph A. Cortese/1-31-2020

**Exhibit "A"**



SITE NAME: Ludlow  
ATTY/DATE: Joseph A. Cortese/1-31-2020

**Exhibit "B"**

SITE NAME: Ludlow  
ATTY/DATE: Joseph A. Cortese/1-31-2020

**Exhibit "C"**

Survey (if applicable)

RESOLUTION R14-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
CONTRACT WITH DYNAMIC CONSTRUCTION TEAM FOR THE 2020  
SIDEWALK PROGRAM

WHEREAS, the Village of Covington adopted a sidewalk program for the 2020 calendar year;

WHEREAS, Dynamic Construction Team submitted the lowest and best bid for the completion of said sidewalk 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 hereby authorized to enter into any and all contracts and agreements with Dynamic Construction Team for the completion of the 2020 Village of Covington Sidewalk program; and.

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

APPROVED March 16, 2020:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

**2020 Sidewalk Improvements Project  
Village of Covington, OH**

VILLAGE OF COVINGTON  
1 SOUTH HIGH STREET  
COVINGTON, OHIO 45318

PHONE: (937) 473-3420  
FAX: (937) 473-3853  
Email: administrator@covington-oh.gov

Bid Results: MARCH 12, 2020, 10:00 AM

**Project Estimate \$61,493.00**

BID ITEM	ODOT ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	Grissom Construction		Dynamic Construction Team	
					UNIT BID	TOTAL Bid	UNIT BID	TOTAL Bid
1	201	Clearing and Grubbing	Lump Sum	1	\$100.00	\$100.00	\$100.00	\$100.00
2	202	Concrete Walk / Approach Removal	SF	6485	\$2.00	\$12,970.00	\$1.25	\$8,106.25
3	202	Concrete Curb Removal	LF	165	\$7.00	\$1,155.00	\$7.25	\$1,196.25
4	608	4" Concrete Walk	SF	5874	\$6.75	\$39,649.50	\$5.25	\$30,838.50
5	608	6" Concrete Walk / Drive Approach	SF	611	\$7.75	\$4,735.25	\$7.00	\$4,277.00
6	608	Barrier Curb (if poured separate from approach)	LF	165	\$30.00	\$4,950.00	\$28.00	\$4,620.00
9	608	Curb Ramps, including truncated domes and curb	EA	9	\$1,000.00	\$9,000.00	\$850.00	\$7,650.00
10	659	Grading and Shredded Topsoil Backfill	Lump Sum	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
<b>TOTAL BASE BID</b>						<b>\$73,559.75</b>		<b>\$58,288.00</b>
							<b>Apparent Low Bidder</b>	

**Contingency Unit Pricing**

C-1	608	9" Concrete Walk / Drive Approach	SF	1	\$9.00	\$9.00
C-2	608	Barrier Curb (if poured separate from approach)	LF	1	\$30.00	\$28.00
C-3	608	Curb and Gutter Combo	LF	1	\$30.00	\$32.00

RESOLUTION R15-20

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;

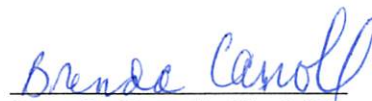
SEC.3: NOW THEREFORE, the Village of Covington's Counsel authorizes the Village Administrator to enter into a contract with O.R. Colan for the acquisition of property and appraisal services; said contract being attached as Exhibit A.

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

APPROVED April 6, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION R16-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO EXECUTE A CONTRACT WITH WEST ERIE FOR  
APPRAISAL REVIEW 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 West Erie for appraisal review  
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 April 6, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer

**RESOLUTION NO. R17-20**

**A RESOLUTION DECLARING THE NECESSITY OF REPAIRING AND/OR  
CONSTRUCTING OF SIDEWALKS ON N LUDLOW STREET IN THE VILLAGE  
OF COVINGTON, OHIO AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS, Council for the Village of Covington, Ohio ("Council") intends to make improvements to N. Ludlow Street.**

**WHEREAS, Council for the Village of Covington, Ohio ("Council") has deemed it necessary to require construction and/or repair of the sidewalk abutting the property located on N. Ludlow Street in the Village of Covington and as more fully described in attached "Exhibit A" by address and parcel numbers; 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 construction and/or repair to be prepared, showing the location and dimensions of such sidewalks and the specifications for the construction or repair thereof, and to file these in the office of the Village Fiscal officer; and**

**WHEREAS, the plans, specifications, and estimates of the costs of such construction and/or repair have been filed in the office of the Village Fiscal Officer, and the Council declares it necessary for the construction and/or repair of the sidewalks identified herein to be made pursuant to the adoption of the Resolution of Necessity.**

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

**Section 1. That Council approves the plans, specifications, and estimate of cost on file in the office of the Village Fiscal Officer for the proposed construction and/or repair of the sidewalks abutting the properties located in the Village of Covington and described by address and parcel number in "Exhibit A".**

**Section 2. That the lots and land abutting upon the sidewalks to be constructed and/or repaired are described in attached "Exhibit A".**

**Section 3. That the owners of said lots and land shall construct and/or repair the sidewalk located on said lots and described herein in accordance with the specifications on file in the office of the Village Fiscal Officer.**

Section 4. That the sidewalk shall be constructed and/or repaired 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 such sidewalk is not constructed and/or repaired by the owner in accordance with the plans and specifications and within the time prescribed in this resolution, the Village of Covington will so construct and/or repair the sidewalk and assess the costs thereof against the lots and lands abutting such sidewalk.

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.

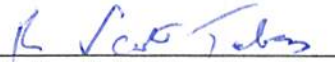
Section 7. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the Village is in immediate need of having all the sidewalks subject to the resolution repaired and/or constructed 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 20 th. day of April, 2020.

APPROVED:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal officer



House #	Street	Parcel #	Owner Name	Phone	Length	Width	SF	SY	Estimate	Discription
440	E. Broadway	H19-007410	Andrew R. Meyer		130	4	520		\$5,382.00	4" Sidewalk

RESOLUTION NO. R18-20

A RESOLUTION DECLARING THE NECESSITY OF REPAIRING AND/OR  
CONSTRUCTING OF SIDEWALKS ON W. BRIDGE STREET 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 construction and/or repair of the sidewalk abutting the property located on West Bridge Street in the Village of Covington and as more fully described in attached "Exhibit A" by address and parcel numbers; 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 construction and/or repair to be prepared, showing the location and dimensions of such sidewalks and the specifications for the construction or repair thereof, and to file these in the office of the Village Fiscal officer; and

WHEREAS, the plans, specifications, and estimates of the costs of such construction and/or repair have been filed in the office of the Village Fiscal Officer, and the Council declares it necessary for the construction and/or repair of the sidewalks identified herein to be made pursuant to the adoption of the Resolution of Necessity.

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

Section 1. That Council approves the plans, specifications, and estimate of cost on file in the office of the Village Fiscal Officer for the proposed construction and/or repair of the sidewalks abutting the properties located in the Village of Covington and described by address and parcel number in "Exhibit A".

Section 2. That the lots and land abutting upon the sidewalks to be constructed and/or repaired are described in attached "Exhibit A".

Section 3. That the owners of said lots and land shall construct and/or repair the sidewalk located on said lots and described herein in accordance with the specifications on file in the office of the Village Fiscal Officer.

Section 4. That the sidewalk shall be constructed and/or repaired 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 such sidewalk is not constructed and/or repaired by the owner in accordance with the plans and specifications and within the time prescribed in this resolution, the Village of Covington will so construct and/or repair the sidewalk and assess the costs thereof against the lots and lands abutting such sidewalk.

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 all the sidewalks subject to the resolution repaired and/or constructed 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 20 th. day of April, 2020.

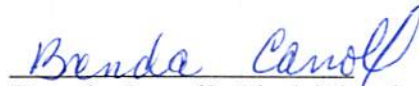
APPROVED:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal officer

House #	Street	Parcel Number	Owner Name	Description	Length	Width	Area	Estimate
157 S. High Street		H19-002210	Jack H. Maier	Curb	126			\$4,441.50
				6 Inch Approach	21	5.5	115.5	\$952.88
				4" Sidewalk	48	5	240	\$1,560.00
				4" Sidewalk	57	10	570	\$3,705.00
							<b>Total</b>	<b>\$10,659.38</b>

RESOLUTION R19-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO ENTER INTO A CONTRACT WITH A&N CONSTRUCTION  
FOR THE WATER PLANT FILTER MEDIA REPLACEMENT PROJECT

WHEREAS, the Village of Covington has determined that the Water Plant filter media has reached its end of life and in need of replacement; and

WHEREAS, the Village Administrator solicited bids for the Water Plant filter media replacement project; and

WHEREAS, A&N Construction submitted a bid to complete said project and its bid was the lowest and best bid; and

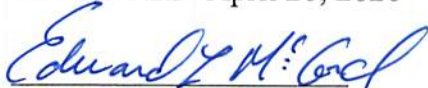
NOW THEREFORE, BE IT RESOLVED by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the Water Plant Filter Media Replacement Project to A&N Construction for the bid amount of \$79,780.00

Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with A&N Construction for the completion of the Water Plant Filter Media Replacement Project.

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

APPROVED April 20, 2020



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION R20-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR  
TO ENTER INTO A CONTRACT WITH FINFROCK CONSTRUCTION  
COMPANY INC. FOR THE PEARL STREET WATER LINE IMPROVEMNT  
PROJECT

WHEREAS, the Village of Covington has determined that the Pearl Street Water Line is in need of improvements; and

WHEREAS, the Village Administrator solicited bids for the Pearl Street Water Line Improvement Project; and

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

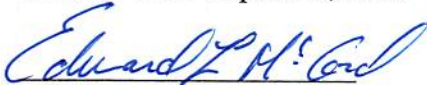
NOW THEREFORE, BE IT RESOLVED by the legislative authority of the Village of Covington, State of Ohio, a majority of all members elected thereto concurring, that:

Section 1: The Council of the Village of Covington hereby tentatively awards the Pearl Street Water Line Improvement Project to Finfrock Construction Company Inc. for the bid amount of \$58,000.00

Section 2: The Village Administrator of the Village of Covington is authorized to enter into the contract with Finfrock Construction Company Inc. for the completion of the Pearl Street Water Line Improvement Project.

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

APPROVED April 20, 2020



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer



April 17, 2020

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

Re: Pearl Street Waterline Replacement  
Village of Covington, OH  
Project No. 220824.01

Dear Mr. Busse:

Access Engineering Solutions, LLC. has reviewed the bids received on April 16, 2020 for the above referenced project and has compiled the bid tabulation which is enclosed. The apparent low bidder was Finrock Construction Co., Inc., with a bid price of \$58,000.00. The second low bidder was Shinn Bros., Inc., with a bid price of \$63,000.00.

Our review of the bid found no mathematical errors in either bid. Upon our review of the work experience of each contractor it is our opinion that Finrock Construction Co., Inc. has the necessary qualifications to perform the work on this project.

Based upon the review of these bids, it is our recommendation that the Village of Covington accepts Finrock Construction Co., Inc. as the best bid for this project and enters into a contract for the amount of \$58,000.00.

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

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC.

A handwritten signature in blue ink that reads "Brice Schmitmeyer". The signature is written in a cursive style.

Brice Schmitmeyer  
President

bds/jmg

enclosure

BID TABULATION  
 PEARL STREET WATERLINE REPLACEMENT  
 VILLAGE OF COVINGTON, OH

ACCESS ENGINEERING SOLUTIONS, LLC  
 1200 IRMSCHER BOULEVARD, SUITE B  
 CELINA, OH 45822  
 PHONE - 419-588-1430

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	ASSOCIATED EXCAVATION		TOM'S CONSTRUCTION		MULLIGAN CONSTRUCTION		BRUMBAUGH CONSTRUCTION	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
<b>BASE BID</b>											
1	Bonding, Insurance & Mobilization	LS	1	\$ 4,650.00	\$ 4,650.00	\$ 4,347.11	\$ 4,347.11	\$ 4,000.00	\$ 4,000.00	\$ 7,200.00	\$ 7,200.00
2	Clearing and Grubbing	LS	1	\$ 600.00	\$ 600.00	\$ 744.13	\$ 744.13	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00
3	Concrete Curb Removal & Replacement	LF	40	\$ 42.00	\$ 1,680.00	\$ 52.50	\$ 2,100.00	\$ 60.00	\$ 2,400.00	\$ 87.00	\$ 3,480.00
4	Sidewalk Removal and Replacement	SF	50	\$ 9.20	\$ 460.00	\$ 11.53	\$ 576.50	\$ 20.00	\$ 1,000.00	\$ 27.00	\$ 1,350.00
5	Asphalt Pavement Removal & Replacement	DY	270	\$ 64.00	\$ 17,280.00	\$ 54.07	\$ 14,600.00	\$ 70.00	\$ 18,900.00	\$ 64.00	\$ 17,280.00
6	8" Waterline w/ Granular Backfill	LF	300	\$ 61.00	\$ 18,300.00	\$ 57.16	\$ 17,148.00	\$ 65.00	\$ 19,500.00	\$ 64.00	\$ 19,200.00
7	8" Water Valve	EA	1	\$ 8,925.00	\$ 8,925.00	\$ 10,032.41	\$ 10,032.41	\$ 11,000.00	\$ 11,000.00	\$ 10,275.00	\$ 10,275.00
8	8" Water Valve	EA	2	\$ 1,481.00	\$ 2,962.00	\$ 1,032.05	\$ 2,064.10	\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00
9	8" Water Valve	EA	1	\$ 1,042.00	\$ 1,042.00	\$ 1,350.43	\$ 1,350.43	\$ 1,000.00	\$ 1,000.00	\$ 945.00	\$ 945.00
10	8" x 8" Tee	EA	1	\$ 658.00	\$ 658.00	\$ 651.25	\$ 651.25	\$ 600.00	\$ 600.00	\$ 495.00	\$ 495.00
11	8" x 8" Tee	EA	1	\$ 528.00	\$ 528.00	\$ 509.75	\$ 509.75	\$ 500.00	\$ 500.00	\$ 505.00	\$ 505.00
12	1" Water Service Line	LF	170	\$ 64.00	\$ 10,880.00	\$ 42.34	\$ 7,197.80	\$ 60.00	\$ 10,200.00	\$ 42.00	\$ 7,140.00
13	1" Curb Valve & Saddle	EA	7	\$ 152.00	\$ 1,064.00	\$ 73.00	\$ 511.00	\$ 75.00	\$ 525.00	\$ 477.00	\$ 3,339.00
14	Misc. Connectors to Existing Waterline	LS	1	\$ 750.00	\$ 750.00	\$ 2,475.81	\$ 2,475.81	\$ 3,000.00	\$ 3,000.00	\$ 4,300.00	\$ 4,300.00
15	Abandoning of Existing Waterline	LS	1	\$ 450.00	\$ 450.00	\$ 1,249.78	\$ 1,249.78	\$ 750.00	\$ 750.00	\$ 1,170.00	\$ 1,170.00
16	Misc. Storm Sewer Repairs	LF	50	\$ 20.00	\$ 1,000.00	\$ 19.80	\$ 990.00	\$ 20.00	\$ 1,000.00	\$ 1.00	\$ 50.00
17	Right-of-Way Restoration	LS	1	\$ 878.00	\$ 878.00	\$ 1,837.98	\$ 1,837.98	\$ 5,000.00	\$ 5,000.00	\$ 2,834.00	\$ 2,834.00
18	Maintaining Traffic	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 448.00	\$ 448.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
19	Construction Layout Staking Allowance	LS	1	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
<b>BID PRICE TOTAL</b>				<b>\$ 77,755.00</b>	<b>\$ 83,170.00</b>	<b>\$ 92,200.00</b>	<b>\$ 93,594.00</b>				



ED FABULATION  
PEARL STREET WATERLINE REPLACEMENT  
VILLAGE OF COWINGTON, OH

ACCESS ENGINEERING SOLUTIONS, LLC  
1200 IRMSCHER BOULEVARD, SUITE D  
CELINA, OH 45822  
PHONE - 419-588-1430

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	FIXPROCK CONSTRUCTION		SHINN BROS., INC.		RANGER EARTHWORKS, LLC		M & T EXCAVATING		DURBY BROS. EXCAVATING	
				UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS	UNIT COSTS	TOTAL COSTS
<b>BASE BID</b>													
1	Bonding, Insurance & Mobilization	LD	1	\$ 855.00	\$ 855.00	\$ 1,100.00	\$ 1,100.00	\$ 3,048.00	\$ 3,048.00	\$ 1,781.37	\$ 1,781.37	\$ 2,800.00	\$ 2,800.00
2	Cleaning and Grubbing	LD	1	\$ 125.00	\$ 125.00	\$ 112.00	\$ 112.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ 600.00
3	Concrete Curb Removal & Replacement	LF	40	\$ 20.00	\$ 1,040.00	\$ 43.40	\$ 2,155.00	\$ 40.00	\$ 1,600.00	\$ 70.00	\$ 802.00	\$ 50.00	\$ 2,000.00
4	Sidewalk Removal and Replacement	SF	50	\$ 15.00	\$ 750.00	\$ 18.70	\$ 815.00	\$ 12.00	\$ 600.00	\$ 8.00	\$ 202.00	\$ 12.00	\$ 600.00
5	Asphalt Pavement Removal & Replacement	SY	273	\$ 52.00	\$ 14,040.00	\$ 51.70	\$ 13,959.00	\$ 70.40	\$ 13,669.00	\$ 49.00	\$ 12,860.00	\$ 71.00	\$ 10,170.00
6	8" Waterline w/ Granular Backfill	LF	303	\$ 46.00	\$ 10,580.00	\$ 42.80	\$ 15,420.00	\$ 27.00	\$ 13,900.00	\$ 64.00	\$ 23,040.00	\$ 47.00	\$ 16,020.00
7	8" Inlets & Valve	EA	1	\$ 8,775.00	\$ 8,775.00	\$ 9,108.50	\$ 9,108.50	\$ 8,630.00	\$ 8,630.00	\$ 9,175.00	\$ 9,175.00	\$ 8,640.00	\$ 8,640.00
8	8" Water Valve	EA	2	\$ 1,270.00	\$ 2,520.00	\$ 1,415.10	\$ 2,830.20	\$ 1,434.00	\$ 2,868.00	\$ 1,341.00	\$ 2,722.00	\$ 1,500.00	\$ 3,000.00
9	8" Water Valve	EA	1	\$ 872.00	\$ 872.00	\$ 1,124.82	\$ 1,124.82	\$ 1,000.00	\$ 1,000.00	\$ 1,113.20	\$ 1,113.20	\$ 800.00	\$ 800.00
10	8" Tee	EA	1	\$ 543.00	\$ 543.00	\$ 547.50	\$ 547.50	\$ 590.00	\$ 590.00	\$ 254.00	\$ 254.00	\$ 350.00	\$ 350.00
11	8" Tee	EA	1	\$ 540.00	\$ 540.00	\$ 530.40	\$ 530.40	\$ 650.00	\$ 650.00	\$ 284.00	\$ 284.00	\$ 300.00	\$ 300.00
12	1" Water Service Line	LF	170	\$ 25.00	\$ 4,250.00	\$ 38.70	\$ 6,579.00	\$ 30.00	\$ 5,100.00	\$ 40.25	\$ 6,842.50	\$ 50.00	\$ 8,500.00
13	1" Curb Valve & Saddle	EA	7	\$ 440.00	\$ 3,080.00	\$ 572.50	\$ 4,007.50	\$ 311.00	\$ 2,177.00	\$ 242.00	\$ 1,694.00	\$ 350.00	\$ 2,450.00
14	Misc. Connections to Existing Waterline	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 1,050.80	\$ 1,050.80	\$ 6,530.00	\$ 6,530.00	\$ 3,273.50	\$ 3,273.50	\$ 1,500.00	\$ 1,000.00
15	Abandoning of Existing Waterline	LS	1	\$ 278.00	\$ 278.00	\$ 368.40	\$ 368.40	\$ 3,287.00	\$ 3,287.00	\$ 1,005.00	\$ 1,005.00	\$ 1,500.00	\$ 1,500.00
16	Misc. Storm Sewer Repairs	LF	50	\$ 8.50	\$ 425.00	\$ 14.70	\$ 735.00	\$ 10.00	\$ 500.00	\$ 25.00	\$ 1,250.00	\$ 10.00	\$ 500.00
17	Right-of-Way Restoration	LD	1	\$ 440.00	\$ 440.00	\$ 709.30	\$ 709.30	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00
18	Maintaining Traffic	LD	1	\$ 145.00	\$ 145.00	\$ 641.70	\$ 641.70	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
19	Construction Layout Staking Allowance	LD	1	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
<b>BID PRICE TOTAL</b>				<b>\$ 58,000.00</b>	<b>\$ 63,000.00</b>	<b>\$ 67,840.00</b>	<b>\$ 68,437.87</b>	<b>\$ 74,890.00</b>					

**DOCUMENT 00514 – NOTICE OF COMMENCEMENT FOR  
PUBLIC IMPROVEMENT  
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement.

1. The public improvement is identified as:

Name: Pearl Street Waterline Replacement

Location: Village of Covington, Covington, Ohio

Project Number: 220824.01

2. The public authority's name and address:

Village of Covington

1 South High Street

Covington, OH 45318

3. The name and address of all principle contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
<u>Finrock Construction Co., Inc.</u>	<u>General Contractor</u>
<u>301 Adams Street, P.O. Box 54</u>	
<u>Covington, OH 45318</u>	

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
<u>Merchants Bonding Company (Mutual)</u>	<u>Finrock Construction Co., Inc.</u>
<u>P. O. Box 14498</u>	
<u>Des Moines, Iowa 50306-3498</u>	

5. The name and address of the public authority's representative for the purposes of being served and affidavit pursuant to Section 1311.26 of the Revised Code.

Michael Busse, Village Administrator

Village of Covington

1 South High Street

Covington, OH 45318

Public Authority

By: *m.f.B.*

Title: Village Administrator

State of Ohio,  
County of Miami;

Signed and sworn to before me this 21st day of April, 2020.

*[Signature]*  
Notary Public



LEE HARMON  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES  
09/08/2024

END OF NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT



DOCUMENT 00515 - NOTICE TO PROCEED

Dated 4-21, 2020

TO: Finfrock Construction Co., Inc.  
(Contractor)

ADDRESS: 301 Adams Street, P.O. Box 54, Covington, OH 45318

CONTRACT FOR: **Pearl Street Waterline Replacement**

You are notified that the Contract Times under the above Contract will commence to run on 4-21, 2020. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is September 15, 2020, and the date for final payment is October 15, 2020.


Before you may start any work at the site, Paragraph No. 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to the Engineer and other identified additional insureds) Certificates of Insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any work at the site, you must: (add other requirements)

\_\_\_\_\_  
\_\_\_\_\_

OWNER:

**Village of Covington**

BY:   
(Signature)

Mike Busse, Village Administrator  
(Name & Title)

END OF NOTICE TO PROCEED

## **DOCUMENT 00500 – AGREEMENT FORMS**

Upon award of the Contract to the successful Bidder(s), a date for Contract execution shall be established. At this meeting, the Contractor shall be required to provide a Certificate of Workers' Compensation Premium and an original insurance binder indicating the prescribed insurance limits for this project.

Additionally, this meeting will serve as the Pre-construction Conference, and the Consulting Engineer will be present.

The following forms shall be used to implement the Contract to which this document pertains:

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the **Village of Covington** (hereinafter called Owner) and **Finrock Construction Co., Inc.** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**Pearl Street Waterline Replacement**

**ARTICLE 2 – THE PROJECT**

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

**The project consists of the replacement of the waterline on Pearl Street from Walnut Street to Wright Street.**

**ARTICLE 3 – ENGINEER**

3.01 The project has been designed by Access Engineering Solutions, LLC (hereinafter called Engineer) and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Bidder agrees that the work of the pertinent bid will be substantially complete as provided below and in accordance to Paragraph No. 2.03 of the General Conditions, and completed and ready for final payment according to the date provided below and in accordance with Paragraph No. 14.07.B of the General Conditions. Substantial completion is considered having all work complete with the exception of seeding and mulching.

**Pearl Street Waterline Replacement**

Substantial Completion – September 15, 2020 (All Construction excluding Final Seeding & Mulching)

Final Completion – October 15, 2020 (Paperwork and Final Seeding & Mulching)

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in Paragraph No. 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph No. 4.02 for substantial completion until the work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph No. 4.02 for completion and readiness for final payment until the work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph No. 5.01. A:

- A. For all Unit Price work and amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in this Paragraph No. 5.01. A:

The Unit Price bid schedule attached to this Contract will govern the payment of all work installed under this Contract unless altered by an Owner-approved Change Order.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payment; Retainage

- A. Owner shall make progress payments on account of the Contract price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the work as provided in the paragraph below. All such payments will be measured by the Schedule of Values established in Paragraph No. 2.07.A of the General Conditions (and in the case of Unit Price work, based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph No. 14.02 of the General Conditions.
  - a. Partial payments to the Contractor for labor performed shall be paid at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Engineer. Labor performed after the project is fifty percent (50%) completed shall be paid at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Engineer. There shall be paid to the Contractor a sum at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the bid price of material delivered on the site of the work, or in the vicinity of the work, or other approved storage site. The balance of



such invoiced value shall be paid when such material is incorporated into and becomes a part of such building, construction, addition, improvements, alteration, or installation.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the work in accordance with Paragraph No. 14.07 of the General Conditions, Owner shall pay the remainder of the Contract price as recommended by Engineer as provided in said Paragraph No. 14.07.

**ARTICLE 7 – INTEREST**

**7.01 NOT APPLICABLE**

**ARTICLE 8 – CONTRACTOR'S REPRESENTATION**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- C. Contractor is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.
- D. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

**9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6 inclusive);
  - 2. Bidding Documents (filled out at time of bid submission) which include:
    - a. Bid Form
    - b. Bid Guaranty and Contract Bond
    - c. Experience Statement
    - d. List of Interested Principals
    - e. Certified Copy of Corporate Resolution
    - f. List of Sub-contractors
    - g. Non-collusion Affidavit
    - h. Personal Property Tax Statement
    - i. Affidavit of Bidder Regarding Claims Against
  - 3. Specifications as listed in the Table of Contents of the Project Manual, which include:
    - a. General & Supplementary Conditions / Additional Articles

- b. Division 1 – General Requirements
- c. Project Specifications
- 4. Drawings inclusive, with each sheet bearing the following general title: Pearl Street Waterline Replacement.
- 5. The following shall have been submitted to the Owner on the Effective Date of the Agreement and are not attached hereto:
  - a. Performance & Payment Bond
- 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Written Amendment(s)
  - c. Change Order(s)

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Other Provisions**

- A. The Contractor shall pay all those working on this project a prevailing rate of wage as determined by State of Ohio prevailing wage rates.

This Agreement will be effective on April 21, 2020 (which is the Effective Date of the Agreement).

OWNER: **VILLAGE OF COVINGTON**

M. Busse  
Signature

By: Mike Busse, Village Administrator  
Name & Title

Attest Mary Beth Canon

Address for giving notices:  
1 South High Street  
Covington, OH 45318

If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

Designated Representative:  
Name: Mike Busse  
Title: Village Administrator  
Address: 1 South High Street  
Covington, OH 45318  
Phone: 937-473-3420  
Fax: 937-473-3853  
E-mail: administrator@covington-oh.gov

CONTRACTOR: **FINFROCK CONSTRUCTION**

Richelle Palsgrove  
Signature

By: Richelle Palsgrove, President  
Name & Title

Attest Jim A. Finfrock

Address for giving notices:  
301 Adams Street, P.O. Box 54  
Covington, OH 45318

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

If Contractor is a corporation or a partnership, attach evidence of authority to sign.

Designated Representative:  
Name: Richelle Palsgrove  
Title: President  
Address: 301 Adams Street, P.O. Box 54  
Covington, OH 45318  
Phone: 937-473-3141  
Fax: 937-473-3874  
E-mail: richelle@finfrockconstruction.com

END OF EJCDC STANDARD FORM OF AGREEMENT

EXHIBIT A - UNIT PRICE BID FORM  
PEARL STREET WATERLINE REPLACEMENT  
VILLAGE OF COVINGTON, OH

**FINFROCK CONSTRUCTION**

BID ITEM	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
<b>BASE BID</b>					
1	Bonding, Insurance & Mobilization	LS	1	\$ 635.00	\$ 635.00
2	Clearing and Grubbing	LS	1	\$ 125.00	\$ 125.00
3	Concrete Curb Removal & Replacement	LF	40	\$ 26.00	\$ 1,040.00
4	Sidewalk Removal and Replacement	SF	50	\$ 15.00	\$ 750.00
5	Asphalt Pavement Removal & Replacement	SY	270	\$ 52.00	\$ 14,040.00
6	8" Waterline w/ Granular Backfill	LF	360	\$ 46.00	\$ 16,560.00
7	8" Insert a Valve	EA	1	\$ 8,775.00	\$ 8,775.00
8	8" Water Valve	EA	2	\$ 1,250.00	\$ 2,500.00
9	6" Water Valve	EA	1	\$ 870.00	\$ 870.00
10	8"x8" Tee	EA	1	\$ 549.00	\$ 549.00
11	8"x6" Tee	EA	1	\$ 540.00	\$ 540.00
12	1" Water Service Line	LF	170	\$ 25.00	\$ 4,250.00
13	1" Curb Valve & Saddle	EA	7	\$ 440.00	\$ 3,080.00
14	Misc. Connections to Existing Waterline	LS	1	\$ 2,200.00	\$ 2,200.00
15	Abandoning of Existing Waterline	LS	1	\$ 276.00	\$ 276.00
16	Misc. Storm Sewer Repairs	LF	50	\$ 8.50	\$ 425.00
17	Right-of-Way Restoration	LS	1	\$ 440.00	\$ 440.00
18	Maintaining Traffic	LS	1	\$ 145.00	\$ 145.00
19	Construction Layout Staking Allowance	LS	1	\$ 800.00	\$ 800.00
<b>BID PRICE TOTAL \$</b>					<b>58,000.00</b>

RESOLUTION NO. R21-20

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 2021 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 2021 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 18<sup>th</sup> day of May, 2020.

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Fiscal Officer

RESOLUTION NO. R-22-20

A RESOLUTION OF THE VILLAGE OF COVINGTON DECLARING THE NECESSITY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION IN THE AMOUNT OF TWO AND ONE-HALF (2.5) MILLS FOR THE PURPOSE OF MAINTAINING FIRE AND E.M.S SERVICES (RENEWAL)

WHEREAS, Council for the Village of Covington has determined that the renewal of the previously passed tax levy is necessary to fund Fire and E.M.S services; and

WHEREAS, the amount of taxes which may be raised within the ten mill limitation of the tax levy will be insufficient to provide the necessary requirements for Fire and E.M.S services within the Village; and

WHEREAS, Pursuant to Ohio Revised Code Section 5705.03, Council for the Village declares it is necessary to levy a tax in excess of the statutory ten mill limitation.

NOW THEREFORE, be it resolved by the Council of the Village of Covington, Ohio, by two-thirds of all members elected thereto concurring that:

**SECTION 1: Authorization to Submit Tax.** In accordance with Section 5705.03(A) of the Ohio Revised Code, the taxing authority of each subdivision may levy taxes annually on the real and personal property within the subdivision for the purpose of paying the current operating expenses of the subdivision and acquiring or constructing permanent improvements.

**SECTION 2: Authorizing to Levy a Tax in Excess of Ten Mill Limitation.** Pursuant to Section 5705.19 of the Ohio Revised Code, the taxing authority of any subdivision at any time and in any year, by vote of two thirds of all the members of the taxing authority may declare by resolution and certify the resolution to the board of elections not less than ninety days before the election upon it will be voted that the amount of taxes that may be raised within the ten mill limitation will be insufficient to provide for the necessary requirements of the subdivisions and that it is necessary to levy a tax in excess of that limitation for current operating purposes.

SECTION 3: Necessity to Levy Tax. Council hereby declares that the amount of taxes that may be raised is insufficient to provide for the Villages Fire and E.M.S Service expenses and that is necessary to levy a tax in excess of the ten mill limitation for the benefit of the Village for the purpose set forth herein.

SECTION 4: Amount and Duration of Tax Levy. The tax levy shall be a two and a half (2.5) mill levy :

- A. for the purpose of providing and maintaining fire apparatus, appliances, buildings, or sites therefor, or sources of water supply and materials therefor, or the establishment and maintenance of lines of fire alarm telegraph, or the payment of firefighting companies or permanent, part-time or volunteer firefighting, emergency medical service, administrative, or communication personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.34 of the Ohio Revised Code, or the purchase of ambulance equipment, or the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company; and
- B. The tax is a renewal of an existing tax without any decrease or increase of said tax to be levied for five (5) years, beginning with the tax year 2021, and continuing for tax years 2022, 2023, 2024 and 2025, to be first collected in calendar year 2022, and to be collected thereafter in the calendar years 2023, 2024, 2025, and 2026, which proposed levy shall be a RENEWAL LEVY) in accordance with Section 5705.19(I) of the Ohio Revised Code.

SECTION 5: Certification to the Auditor: This Resolution shall be certified and delivered to the Miami County Auditor and by doing so, the Village of Covington request that the Miami County Auditor certify to the Village the total current tax valuation of the Village and the total amount of Revenue that would be generated by an additional tax of 2.5 mills.

SECTION 6: Election. The question of levying the tax shall be submitted to the electors of the entire territory of the Village of Covington at the general elections to be held at the usual voting place within said Village of November 3, 2020.

SECTION 7: Tax list and Duplicate: If the majority of electors voting on the tax levy vote in favor thereof, the first calendar year to be levied for five (5) years, beginning with the tax year 2021, and continuing for tax years 2022, 2023, 2024 and

2025, to be first collected in calendar year 2022, and to be collected thereafter in the calendar years 2023, 2024, 2025, and 2026, which proposed levy shall be a RENEWAL LEVY.

SECTION 8: This Resolution shall take effect immediately in accordance with Section 5705.19(I) of the Ohio Revised Code.

APPROVED June 15, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer.



RESOLUTION R23-20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE COVINGTON EXEMPTED VILLAGE SCHOOL DISTRICT TO PROVIDE RESOURCE OFFICER SERVICES

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

SECTION 1: The Village of Covington and the Covington Exempted Village School District have agreed to enter into a school resource officer agreement that provides that the Village will provide a resource officer to the school district on the terms as set forth in the contract attached as Exhibit A;

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

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

APPROVED June 15, 2020:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (“Agreement”) is made and entered into this day of June, \_\_\_\_ 2020 by the Covington Exempted Village School District Board of Education (“District”) and the Village of Covington (“Village”) for the purpose of establishing a School Resource Officer (“SRO”) program in the public-school system in the Village of Covington. The District and the Village shall be referred to jointly as the “Parties.” In consideration of the terms and conditions set forth herein, the Parties agree as follows:

### ARTICLE I

**PURPOSE.** The purpose of this Agreement is for the Village of Covington to provide contract services in the form of an SRO to the District. The services provided include law enforcement and related services as described in this agreement.

### ARTICLE II

**OBLIGATION OF THE VILLAGE.** The Village shall provide an SRO police officer as follows:

- (A) **Provision of an SRO.** The Village shall assign one (1) regularly employed officer to the Village of Covington Exempted Schools (Kindergarten through 12th Grade).

The services provided by the SRO are in addition to normal police services already provided by the Village.

- (B) **Selection of an SRO.** The Chief of Police and the Superintendent or his/her designee shall choose the SRO to be assigned on the basis of the following minimum criteria:

1. The SRO must have the ability to deal effectively with a diverse student population.
2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the District’s staff and students.
3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

4. The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.
  5. The SRO must be a state certified law enforcement officer.
- (C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis an average of 35 hours per week, averaged over the period of the contract. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.
- (D) Duties of SRO. While on duty, the SRO shall perform the following duties:
1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police and the Superintendent or his/her designee.
  2. Act as a resource person in the area of law enforcement education.
  3. Conduct criminal investigations of violations of the law on District property or property immediately surrounding the District property as assigned by the Village of Covington Police Department.
  4. Provide law enforcement input into school based security, including teaching of school district security personnel. Review security issues related to the District.
  5. Maintain the peace on District property.
  6. Make arrests and referrals of criminal law violators.
  7. Provide police counseling to students when requested by the Superintendent or his/her designee and/or the student.
  8. Secure, handle and preserve evidence.
  9. Recover District property through working with other police agencies.
  10. Make referrals to social agencies as appropriate.
  11. Wear official police uniform which shall be provided at the expense of the Village.
  12. Perform such other duties as mutually agreed upon by the Superintendent or his/her designee and the Chief of Police so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this

Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Village of Covington Police Department and the Covington Exempted Village School District Board of Education.

13. Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Village of Covington Police Department.
14. Follow all state and federal laws.
15. Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the Village.
16. Attend all Village of Covington Police Department mandated training as required to maintain law enforcement qualifications and certifications.
17. Assist the District with student attendance concerns.

(E) Support Services to be Provided by Village of Covington Police Department.

The Police Department and the SRO will supply the following services:

1. Provide information on all offense reports taken by the SRO to the Superintendent or his/her designee upon request, as the law may allow.
2. To receive and dispatch via telephone, walk-in, radio, district radio frequency, and/or pager.
3. Maintain and file uniform crime reporting ("UCR") records according to law.
4. Process all police reports.
5. Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
6. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the Village. All Village provided equipment shall remain the property of the Village and the District shall have no ownership in it
7. Maintain copies of reports generated by officers in compliance with state and federal law.
8. Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on District property.

9. Make presentations to civic groups.
10. Maintain criminal justice standards as required by law.
11. Coordinate and participate with the school safety committee.
12. Coordinate crime prevention activities at the assigned school locations.
13. Provide security training for selected district personnel.

### ARTICLE III

The Parties agree the responsibility for the administration of student discipline shall be the duty of the District.

### ARTICLE IV

The SRO is employed and retained by the Village and in no event shall he/she be considered to be an employee of the District. The Village shall be responsible for the conduct and performance of the SRO, including, but not limited to, training and disciplining.

### ARTICLE V

In consideration of the services provided herein, the District's contribution shall be \$41,912 for the 12 month period commencing July 1, 2020 and \$48,132 for the 12 month period commencing July 1, 2021. Each year payable to the Village in quarterly payments (25%) due the 10th day of August, November, February, and May.

### ARTICLE VI

The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent or his/her designee and the Chief of Police or his/her designee. The designated representatives will meet at least quarterly to evaluate the program, or as needed, to resolve potential conflicts.

### ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Village and the District. This Agreement constitutes the entire agreement between the Parties. The Parties understand, covenant, and agree that the terms and conditions of this Agreement constitute the full and complete understanding and agreement of the Parties and that this Agreement is the integrated memorial of their agreement. The Parties expressly acknowledge that they have not relied upon any statement, promise, representation, warranty, express or implied, that is not expressly contained in this Agreement.

## ARTICLE VIII

In any case where the Superintendent has concerns about the SRO's activity, conduct or performance, the Superintendent will request a meeting with the Chief of Police to discuss his/her concerns. This request for a meeting will be granted as soon as practical but at no time will this meeting be held more than 72 hours from the time of the Superintendent's request. The concerns discussed in this meeting will be recorded in writing and signed by the Superintendent and the Chief of Police. Copies will be provided to both the Superintendent and the Chief of Police. The Chief of Police will make every attempt to work with the Superintendent to address the related concerns. The Chief of Police and Superintendent will jointly evaluate progress on resolving the Superintendents concerns and will collaborate on the decision as to whether the SRO provided to the District should be changed.

## ARTICLE IX

The terms of this Agreement shall be for two (2) years commencing July 1, 2020, and ending June 30, 2022. For the duration of the Agreement, the District shall receive the SRO services described in this Agreement.

## ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

## ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

1. Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
2. Location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.

## ARTICLE XII

The Village and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants. Any grants obtained by the Village or the District during the duration of this agreement specifically funding the SRO officer or SRO program will be shared equally between the Village and District by adjusting the quarterly invoice amounts up or down to reflect 50% of the amount of the grant received for that school year.

ARTICLE XIII

TERMINATION. This Agreement may be terminated by either Party upon 20 (school) days written notice that the other Party failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon 60 (school) days written notice. In the event this Agreement is terminated, compensation will be made to the Village for all services performed to the date of termination. The District will be entitled to a pro-rated refund for each day that the SRO services are not provided because of termination of this Agreement or because of a change in the SRO pursuant to Article VIII of this Agreement.

DATED this \_\_\_\_ day of June 2020.

\_\_\_\_\_  
Covington Exempted Village  
School District

\_\_\_\_\_  
Michael Busse, Village Administrator  
Village of Covington

RESOLUTION NO. R25-20

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 2021 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 6<sup>th</sup> day of July, 2020.

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President Pro Tempore of Council

  
Brenda Carroll, Clerk/Fiscal Officer



Adopted this \_\_\_\_\_. day of July, 2020.

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Edward L. McCord, Mayor

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R. Scott Tobias, President of Council

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Brenda Carroll, Clerk/Fiscal Officer

	general	Fire/EMS	street	Permissive Tax	state hwy	Street Light	Capital	Water	Sewer	Trash	ORD	Total
<i>Approved 7/06/2020 mib</i>												
<b>2020 Estimated Year-end fund balance</b>	\$ 324,761	\$ 17,759	\$ 11,453	\$ 3,000	\$ 43,943	\$ 36,237	\$ 464	\$ 91,665	\$ 2,760	\$ 198	\$ -	\$ 532,240
<b>2021 ESTIMATED INCOME</b>												
INCOME TAX (75% GEN, 25% STREET)	\$ 845,000		\$ 280,000		\$ -		\$ -	\$ -	\$ -	\$ -		\$ 1,125,000
PROPERTY TAX	\$ 263,708	\$ 100,653	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -		\$ 364,362
UTILITY COLLECTIONS	\$ -		\$ -		\$ -		\$ -	\$ 795,000	\$ 530,000	\$ 276,000		\$ 1,601,000
ALL OTHER INCOME	\$ 243,514		\$ 135,400	\$ 5,000	\$ 10,000	\$ 47,000	\$ 30,000	\$ -			\$ 3,000	\$ 473,914
GRANTS - Loans + (OWDA & Private Bank Loan)	\$ -				\$ -		\$ 320,000	\$ 950,000	\$ 150,000	\$ -		\$ 1,420,000
<b>TOTAL INCOME BEFORE TRANSFERS/BONDS</b>	<b>\$ 1,352,222</b>	<b>\$ 100,653</b>	<b>\$ 415,400</b>	<b>\$ 5,000</b>	<b>\$ 10,000</b>	<b>\$ 47,000</b>	<b>\$ 350,000</b>	<b>\$ 1,745,000</b>	<b>\$ 680,000</b>	<b>\$ 276,000</b>	<b>\$ 3,000</b>	<b>\$ 4,984,276</b>
transfer in from other fund-Streets/General	\$ -		\$ 213,000		\$ -		\$ 150,000	\$ -	\$ -			\$ 363,000
transfer in from other fund-General												\$ -
<b>TOTAL INCOME</b>	<b>\$ 1,352,222</b>	<b>\$ 100,653</b>	<b>\$ 628,400</b>	<b>\$ 5,000</b>	<b>\$ 10,000</b>	<b>\$ 47,000</b>	<b>\$ 500,000</b>	<b>\$ 1,745,000</b>	<b>\$ 680,000</b>	<b>\$ 276,000</b>	<b>\$ 3,000</b>	<b>\$ 5,347,276</b>
<b>2021-ESTIMATED EXP</b>												
PUBLIC SAFETY - POLICE	\$ (588,955)		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -		\$ (588,955)
PUBLIC SAFETY - FIRE/EMS	\$ (152,500)	\$ (95,000)	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -		\$ (247,500)
O&M / CAPITAL	\$ (411,550)	\$ (3,000)	\$ (418,200)	\$ (2,000)	\$ (15,000)	\$ (59,000)	\$ (496,000)	\$ (1,561,804)	\$ (620,397)	\$ (201,120)	\$ (3,000)	\$ (3,791,071)
DEBT SERVICE			\$ (128,000)		\$ -			\$ (241,000)	\$ (59,500)	\$ (44,000)		\$ (472,500)
Permanent trans to trash fund												\$ -
Permanent trans to street fund	\$ (213,000)											\$ (213,000)
Permanent trans to street light fund												\$ -
Permanent trans to capital fund	\$ (150,000)		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -		\$ (150,000)
Advance Out to General Fund										\$ (30,812)		\$ (30,812)
<b>Total Expense</b>	<b>\$ (1,516,005)</b>	<b>\$ (98,000)</b>	<b>\$ (546,200)</b>	<b>\$ (2,000)</b>	<b>\$ (15,000)</b>	<b>\$ (59,000)</b>	<b>\$ (496,000)</b>	<b>\$ (1,802,804)</b>	<b>\$ (679,897)</b>	<b>\$ (275,932)</b>	<b>\$ (3,000)</b>	<b>\$ (5,493,838)</b>
<b>2021 FUND NET INCOME</b>	<b>\$ (163,783)</b>	<b>\$ 2,653</b>	<b>\$ 82,200</b>	<b>\$ 3,000</b>	<b>\$ (5,000)</b>	<b>\$ (12,000)</b>	<b>\$ 4,000</b>	<b>\$ (57,804)</b>	<b>\$ 103</b>	<b>\$ 68</b>	<b>\$ -</b>	<b>\$ (146,562)</b>
<b>2021 ESTIMATED ENDING FUND BALANCE</b>	<b>\$ 160,978</b>	<b>\$ 20,412</b>	<b>\$ 93,653</b>	<b>\$ 6,000</b>	<b>\$ 38,943</b>	<b>\$ 24,237</b>	<b>\$ 4,464</b>	<b>\$ 33,861</b>	<b>\$ 2,863</b>	<b>\$ 266</b>	<b>\$ -</b>	<b>\$ 385,678</b>

VILLAGE OF COVINGTON 2021 TAX REVENUE BUDGET approved 7/06/2020

Account	Description	Tax Budget 2021
10.000.4110	GENERAL PROPERTY TAX - INSIDE	114,205.79
10.000.4115	GENERAL PROPERTY TAX - VOTED	149,502.53
10.000.4130	MUNICIPAL INCOME TAX-75%	845,000.00
10.000.4131	INCOME TAX COLLECTIONS - STATE (GROSS)	3,000.00
10.000.4211	LOCAL GOVERNMENT (INTER GOV)	67,502.80
10.000.4222	CIGARETTE TAX (INTER GOV)	200.00
10.000.4224	LIQUOR PERMIT TAX	4,000.00
10.000.4231	PROPERTY TAX ROLLBACK/HOMESTED(INTER GOV)	10,000.00
10.000.4400	STATE/FEDERAL GRANTS (INT GOV)	0.00
10.000.4505	POLICE OTHER	5,500.00
10.000.4601	POLICE COURT FINES	3,000.00
10.000.4603	POLICE CONTRACT SERVICES REVENUE	40,000.00
10.000.4610	ZONING PERMIT FEES	3,000.00
10.000.4612	MISC	0.00
10.000.4620	FINANCING ORIGATION REVENUE (Police Vehicle)	40,000.00
10.000.4625	CABLE FRANCHISE FEE	16,500.00
10.000.4690	PARK SHELTER HOUSE RENT	700.00
10.000.4695	PARK NATUREWORKS GRANT (INTER GOV)	0.00
10.000.4701	INTEREST	135.00
10.000.4702	TRASH FUND LOAN INTEREST PAYMENT	6,675.00
10.000.4790	PROPERTY RENTAL REVENUE	0.00
10.000.4820	CONTRIBUTIONS /DONATIONS (NOT INTER GOV)	0.00
10.000.4941	ADVANCES IN	30,812.00
10.000.5219	RETIREMENT-POLICE PENSION (NOT INTER GOV)	12,488.96
10.000.5231	POLICE PENSION-ROLLBACK-HOMESTEAD(INT)	
Fund: 10	GENERAL	1,352,222.08
15.000.4115	FIRE/EMS PROPERTY TAX - VOTED	100,653.40
15.000.4231	PROPERTY TAX ROLLBACK/HOMESTED(INTER GOV)	
15.000.4931	TRANSFER IN	
Fund: 15	FIRE & EMS	100,653.40
20.000.4140	MUNICIPAL INCOME TAX - STREET	280,000.00
20.000.4225	STREET - GASOLINE TAX (INTER GOV)	110,000.00

VILLAGE OF COVINGTON 2021 TAX REVENUE BUDGET approved 7/06/2020

20.000.4226	STREET-LICENSE MOTOR TAX 92.5% (INT GOV)	25,000.00
20.000.4290	OTHER STATE SHARED TAXES	0.00
20.000.4320	GRASS MOWING ASSESSMENT	400.00
20.000.4365	FINANCING ORIGINATION REVENUE	0.00
20.000.4413	FEDERAL HIGHWAY GRANTS - INT GOV	0.00
20.000.4612	MISC REVENUE STREETS	0.00
20.000.4931	TRANSFER IN	213,000.00
Fund: 20	STREETS	628,400.00
21.000.4226	PERMISSIVE TAX REVENUE (NOT INTER GOV)	5,000.00
Fund: 21	PERMISSIVE TAX	5,000.00
22.000.4225	STATE-GAS & MOTOR TAX-7.5% (INT GOV)	10,000.00
Fund: 22	STATE HIGHWAY	10,000.00
24.000.4360	STREET LIGHTING ASSESSMENT	47,000.00
24.000.4931	TRANSFER IN	0.00
Fund: 24	STREET LIGHTING	47,000.00
40.000.4310	STREET IMPROVE ASSESSMENT	10,000.00
40.000.4320	SIDEWALK IMPROVE ASSESSMENT	20,000.00
40.000.4419	SAFE ROUTES TO SCHOOL (INT GOV)	0.00
	LOAN PROCEEDS - NOT INTER GOV	320,000.00
40.000.4931	TRANSFER IN	150,000.00
Fund: 40	CAPITAL	500,000.00
	OPWC GRANT (INT GOV)	352,000.00
	OPWC LOAN PROCEEDS - NOT INTER GOV	352,000.00
50.000.4540	WATER COLLECTION	795,000.00
50.000.4542	WATER - OTHER ( OWDA/Private Bank Loan)	246,000.00
Fund: 50	WATER	1,745,000.00
52.000.4422	SEWER STATE LOW INTEREST LOAN	0.00
52.000.4423	SEWER PLANT OPWC GRANT (INT GOV)	0.00
52.000.4424	SEWER PLANT OPWC LOAN PROCEEDS	0.00
52.000.4425	SEWER LOAN PROCEEDS	150,000.00
52.000.4426	SEWER LIFT STATIN OPWC LOAN PROCEEDS	0.00
52.000.4550	SEWER COLLECTION	530,000.00
52.000.4551	SEWER - OTHER	0.00

VILLAGE OF COVINGTON 2021 TAX REVENUE BUDGET approved 7/06/2020

52.000.4931	TRANSFER IN	0.00
Fund: 52	SEWER	680,000.00
54.000.4365	FINANCING ORIGIN REVENUE LOAN PROCEEDS	0.00
54.000.4542	TRASH - OTHER	0.00
54.000.4560	TRASH COLLECTION	276,000.00
Fund: 54	TRASH	276,000.00
80.000.4110	TAX DEFERMENTS	3,000.00
Fund: 80	DRD	3,000.00
<b>56 Accts</b>		<b>5,347,275.48</b>

**2021 Tax EXPENSE BUDGET DRAFT APPROVED**  
**7/06/2020**

Account	Description	2021 Tax Budget
10.101.5100	GROSS SALARY - POLICE	332,675.00
10.101.5211	OPERS - POLICE	4,000.00
10.101.5213	MEDICARE - POLICE	4,825.00
10.101.5215	OHIO POLICE & FIRE - POLICE	59,705.00
10.101.5220	INSURANCE - POLICE	60,000.00
10.101.5221	HSA - POLICE	7,000.00
10.101.5225	WORKER'S COMP - POLICE	6,500.00
10.101.5240	UNEMPLOYMENT - POLICE	0.00
10.101.5252	TRAVEL/TRANSPORT REIMB - POLICE	1,000.00
10.101.5270	UNIFORMS/CLOTHING - POLICE	4,800.00
10.101.5310	UTILITIES - POLICE	0.00
10.101.5321	PHONE / INTERNET - POLICE	1,700.00
10.101.5322	POSTAGE - POLICE	250.00
10.101.5329	CRUISER CELL SERVICE	2,500.00
10.101.5341	LEGAL FEES - POLICE	10,000.00
10.101.5348	TRAINING - POLICE	5,000.00
10.101.5350	POLICE LEXIPOL	3,000.00
10.101.5393	CRUISER REPAIR & MNT - POLICE	6,000.00
10.101.5395	FUEL - POLICE	10,000.00
10.101.5410	COMMUNICATION	1,500.00
10.101.5420	OPERATING SUPPLIES & MATERIAL - POLICE	4,500.00
10.101.5422	POLICE CRIME LAB	2,500.00
10.101.5440	EQUIPMENT AND VESTS	3,000.00
10.101.5520	CAPITAL - POLICE EQUIPMENT/COMPUTERS	3,000.00
10.101.5525	CRUISER CAPITAL / LOAN	55,000.00
10.101.5650	DUES & MEMBERSHIP FEES - POLICE	500.00
10.110.5300	ANNUAL CONTRACT - FIRE	152,000.00
10.110.5420	O&M - FIRE	500.00
10.201.5300	ANNUAL CONTRACT - EMS	0.00
10.301.5100	GROSS SALARY - PARK	7,500.00
10.301.5420	OPERATING SUPPLIES & MATERIAL - PARK	10,000.00
10.301.5500	PARK PROFESSIONAL SERVICES	20,000.00

# 2021 Tax EXPENSE BUDGET DRAFT APPROVED

7/06/2020

10.301.5520	CAPITAL EQUIPMENT - PARK	10,000.00
10.401.5320	COMMUNICATION, PRINTING, AD - ZONING	2,500.00
10.401.5420	O&M - ZONING	2,000.00
10.701.5111	GROSS SALARY COUNCIL & MAYOR	31,000.00
10.701.5120	GROSS SALARY FISCAL OFFICER	34,000.00
10.701.5130	GROSS SALARY VILLAGE ADMINISTRATOR	40,500.00
10.701.5140	GROSS SALARY CUSTODIAN	5,500.00
10.701.5211	OPERS - GENERAL GOVERNMENT	15,000.00
10.701.5213	MEDICARE - GENERAL GOVERNMENT	1,700.00
10.701.5216	FICA - GENERAL GOVERNMENT	950.00
10.701.5220	INSURANCE - GENERAL GOVERNMENT	3,200.00
10.701.5221	HSA - GENERAL GOV	500.00
10.701.5225	WORKER'S COMP - GENERAL GOVERNMENT	3,300.00
10.701.5240	UNEMPLOYMENT - GENERAL GOVERNMENT	0.00
10.701.5252	TRAVEL/TRANSPORT REIMB - GENERAL GOVERNMENT	1,000.00
10.701.5270	UNIFORMS/CLOTHING - GENERAL GOVERNMENT	400.00
10.701.5310	UTILITIES - GENERAL GOVERNMENT	14,500.00
10.701.5320	OFFICE EXPENSE AND COPIER	14,000.00
10.701.5321	PHONE / INTERNET - GENERAL GOVERNMENT	4,000.00
10.701.5322	POSTAGE - GENERAL GOVERNMENT	1,000.00
10.701.5330	CO. AUDITOR COLLECTION FEES	6,000.00
10.701.5340	INCOME TAX - TRANSFERS OUT TO STMARYS	2,500.00
10.701.5341	LEGAL FEES - GENERAL GOVERNMENT	14,000.00
10.701.5342	AUDITING FEES - GENERAL GOVERNMENT	15,000.00
10.701.5343	COUNTY COLLECTION CONTRACT - GENERAL GOV	4,000.00
10.701.5344	INCOME TAX COLL CONTRACT - GENERAL GOVER	44,000.00
10.701.5345	INCOME TAX OFFICE SUPPLIES - GENERAL GO	500.00
10.701.5346	INCOME TAX REFUNDS - GENERAL GOVERNMENT	15,000.00

**2021 Tax EXPENSE BUDGET DRAFT APPROVED  
7/06/2020**

10.701.5347	INCOME TAX - STATE COLLECTION FEES	500.00
10.701.5348	TRAINING - GENERAL GOVERNMENT	2,500.00
10.701.5349	OTHER PROFESSIONAL SERVICES - GENERAL GO	30,000.00
10.701.5350	INSURANCE & BONDING	6,500.00
10.701.5370	SOFTWARE LICENSING SUPPORT	9,000.00
10.701.5415	WEBSITE DESIGN & MNT - GENERAL GOVERNMENT	5,000.00
10.701.5430	BUILDING MAINT & TAX - GENERAL GOVERN	11,000.00
10.701.5500	CAPITAL EQUIPMENT - GENERAL GOVERNMENT	15,000.00
10.701.5650	DUES & MEMBERSHIP FEES - GENERAL GOVERNMENT	3,500.00
10.701.5760	BIKE PATH DESIGN / Maint	5,000.00
10.701.5910	TRANSFERS OUT - GENERAL GOVERNMENT	363,000.00
10.701.5920	ADVANCES OUT - GENERAL GOVERNMENT	0.00
Fund: 10	GENERAL	1,516,005.00
15.110.5300	ANNUAL CONTRACT - FIRE/EMS	95,000.00
15.110.5330	CO. AUDITOR COLLECTION FEES	3,000.00
Fund: 15	FIRE & EMS	98,000.00
20.601.5100	GROSS SALARY - STREETS	117,000.00
20.601.5211	OPERS - STREETS	16,500.00
20.601.5213	MEDICARE - STREETS	1,700.00
20.601.5220	INSURANCE - STREETS	28,400.00
20.601.5221	HSA - STREETS	1,000.00
20.601.5225	WORKER'S COMP - STREETS	3,000.00
20.601.5270	UNIFORMS/CLOTHING - STREETS	400.00
20.601.5310	UTILITIES - STREETS	5,500.00
20.601.5321	PHONE/INTERNET - STREETS	1,000.00
20.601.5330	CO. AUDITOR COLLECTION FEES	0.00
20.601.5346	INCOME TAX REFUNDS - STREETS	3,500.00
20.601.5350	INSURANCE & BONDING	9,000.00
20.601.5393	TRUCK REPAIR & MNT	9,000.00



# 2021 Tax EXPENSE BUDGET DRAFT APPROVED

7/06/2020

20.601.5395	FUEL - STREETS	8,000.00
20.601.5396	ASPHALT REPAIRS & MATERIALS	5,000.00
20.601.5410	OFFICE SUPPLIES & MATERIAL - STREETS	1,500.00
20.601.5415	SOFTWARE SUPPORT	2,500.00
20.601.5420	O&M - STREETS	5,000.00
20.601.5425	ROAD SALT - STREETS	15,000.00
20.601.5427	STREET SIGNS & SIGNALS - STREETS	8,000.00
20.601.5430	BUILDING REPAIR & MAINT - STREETS	2,000.00
20.601.5500	BACKHOE	0.00
20.601.5650	CONTRACTUAL SERVICES-BUG TRTMT	2,200.00
20.601.5651	CONTRACTUAL STREET SWEEPING	3,000.00
20.601.5710	DEBT SERVICE-PRINCIPAL	109,000.00
20.601.5720	DEBT SERVICE-INTEREST	19,000.00
20.601.5920	STREET RESURFACING	50,000.00
20.601.5940	HIGH STREET DESIGN	100,000.00
20.625.5710	CAPITAL EXPENSE STREETS	20,000.00
20.625.5720	DEBT SERVICE-STREETS INTEREST	0.00
20.625.5910	TRANSFER OUT	0.00
Fund: 20	STREETS	546,200.00
21.601.5330	CO. AUDITOR COLLECTION FEES	1,000.00
21.601.5420	O&M - STREETS	1,000.00
21.601.5920	STREET RESURFACING	
21.601.5710	CAPITAL	
Fund: 21	PERMISSIVE TAX	2,000.00
22.601.5330	CO. AUDITOR COLLECTION FEES	0.00
22.601.5420	O&M - STATE HYWAY	3,000.00
22.601.5427	SIGNS & SIGNALS - STATE HYWY	12,000.00
22.601.5500	CAPITAL - STATE HYWY	0.00
Fund: 22	STATE HIGHWAY	15,000.00
		0
24.224.5300	ANNUAL CONTRACT - STREET LIGHTING	58,000.00
24.224.5310	STREET LIGHT UTILITIES	1,000.00
24.224.5330	CO. AUDITOR COLLECTION FEES	0.00
24.224.5420	STREET LIGHT O&M	0.00

# 2021 Tax EXPENSE BUDGET DRAFT APPROVED

7/06/2020

Fund: 24	STREET LIGHTING	59,000.00
40.800.5330	CO. AUDITOR COLLECTION FEES	1,000.00
40.800.5505	STORM SEWER RENOVATIONS	390,000.00
40.800.5511	DILAPIDATED HOUSE TEARDOWN EXP	0.00
40.800.5512	SAFE ROUTES TO SCHOOL	0.00
40.800.5555	STREETS, SIDEWALKS, CURBS	40,000.00
40.800.5558	PROPERTY ACQUISITION	65,000.00
Fund: 40	CAPITAL	496,000.00
50.500.5100	GROSS SALARY - WATER	133,000.00
50.500.5211	OPERS - WATER	19,000.00
50.500.5220	INSURANCE - WATER	20,304.00
50.500.5221	HEALTH SAVINGS CONTRIBUTION	3,500.00
50.500.5225	WORKER'S COMP - WATER	3,000.00
50.500.5252	TRAINING / TRAVEL REIMBURSEMENT - WATER	1,000.00
50.500.5270	UNIFORMS/CLOTHING	400.00
50.500.5310	UTILITIES	60,000.00
50.500.5321	PHONE/INTERNET	3,000.00
50.500.5330	CO. AUDITOR COLLECTION FEES	0.00
50.500.5350	INSURANCE & BONDING	9,000.00
50.500.5393	WATER EQUIPMENT REPAIR & MNT	50,000.00
50.500.5395	FUEL WATER	3,500.00
50.500.5396	CONTRACTUAL REP & MAINT	865,000.00
50.500.5397	WATER TRUCK REPAIR & MNT	4,000.00
50.500.5399	LAB FEES - WATER	10,000.00
50.500.5410	WATER OFFICE SUPPLIES	6,000.00
50.500.5415	SOFTWARE SUPPORT	9,000.00
50.500.5420	O&M WATER	5,000.00
50.500.5425	WATER PLANT SALT	30,000.00
50.500.5427	CHEMICALS	17,000.00
50.500.5430	DISTRIBUTION AND TOWER MNT	50,000.00
50.500.5431	CONTRACTUAL TOWER REPAIR & MAINT	134,000.00
50.500.5500	CAPITAL - WATER METER REPLACEMENT	15,000.00
50.500.5520	CAPITAL - PUMP VFD'S	30,000.00

# 2021 Tax EXPENSE BUDGET DRAFT APPROVED

7/06/2020

50.500.5550	TRACTOR AND MOWER	4,000.00
50.500.5551	UTILITY TRUCK/BACKHOE	0.00
50.500.5558	CAPITAL-PROPERTY ACQUISITION	0.00
50.500.5650	DUES / MEMBERSHIP / LICENSE FEES - WATER	5,000.00
50.500.5710	DEBT SERVICE-WATER PLANT	204,500.00
50.500.5720	DEBT SERVICE INTEREST-WATER PLT	36,500.00
50.500.5730	DEBT SERVICE - WALNUT	0.00
50.500.5920	ADVANCES OUT	0.00
50.500.5940	WATER DESIGN / ENGINEERING	70,000.00
50.550.5213	MEDICARE - WATER	2,100.00
Fund: 50	WATER	1,802,804.00
52.552.5100	GROSS SALARY - SEWER	126,900.00
52.552.5211	OPERS - SEWER	17,800.00
52.552.5213	MEDICARE - SEWER	3,420.00
52.552.5220	INSURANCE - SEWER	29,260.00
52.552.5221	HSA - SEWER	3,417.00
52.552.5225	WORKER'S COMP - SEWER	3,000.00
52.552.5252	TRAINING / TRAVEL REIMBURSEMENT - SEWER	1,500.00
52.552.5270	UNIFORMS/CLOTHING - SEWER	400.00
52.552.5310	UTILITIES - SEWER	30,000.00
52.552.5321	PHONE/INTERNET - SEWER	4,500.00
52.552.5330	CO. AUDITOR COLLECTION FEES	200.00
52.552.5340	SLUDGE HANDLING	35,000.00
52.552.5350	INSURANCE & BONDING	9,500.00
52.552.5393	TRUCK REPAIR & MNT	5,000.00
52.552.5395	FUEL - SEWER	4,000.00
52.552.5397	COLLECTION SYSTEM REPAIR & MNT	250,000.00
52.552.5399	LAB FEES - SEWER	7,500.00
52.552.5410	OFFICE SUPPLIES & MATERIAL - SEWER	5,000.00
52.552.5415	SOFTWARE SUPPORT	9,000.00
52.552.5420	O&M - SEWER	30,000.00
52.552.5427	SEWER - CHEMICALS	2,000.00
52.552.5430	TRACTOR AND MOWER	4,000.00
52.552.5431	UTILITY TRUCK/BACKHOE	0.00
52.552.5500	SEWER PLANT/LIFTSTATION DESIGN	25,000.00

**2021 Tax EXPENSE BUDGET DRAFT APPROVED  
7/06/2020**

52.552.5505	SEWER PLANT RENOVATIONS	0.00
52.552.5506	SEWER LIFT STATION RENOVATIONS	10,000.00
52.552.5650	DUES / MEMBERSHIP / LICENSE FEES - SEWER	4,000.00
52.552.5720	DEBT SERVICE-INTEREST - OEPA	6,500.00
52.552.5725	DEBT SERVICE OEPA LOAN	34,000.00
52.552.5726	DEBT SERVICE OPWC LOAN	19,000.00
52.552.5920	ADVANCES OUT - SEWER	0.00
Fund: 52	SEWER	679,897.00
54.554.5100	GROSS SALARY - TRASH	83,100.00
54.554.5211	OPERS - TRASH	12,000.00
54.554.5213	MEDICARE - TRASH	1,205.00
54.554.5220	INSURANCE - TRASH	17,215.00
54.554.5221	HEALTH SAVINGS CONTRIBUTION - TRASH	3,000.00
54.554.5225	WORKER'S COMP - TRASH	2,000.00
54.554.5270	UNIFORMS/CLOTHING - TRASH	400.00
54.554.5321	PHONE /INTERNET	500.00
54.554.5330	CO. AUDITOR COLLECTION FEES	0.00
54.554.5340	TIPPING FEES - TRASH	55,000.00
54.554.5345	RECYCLING TIPPING FEES	3,500.00
54.554.5350	INSURANCE & BONDING	1,000.00
54.554.5393	TRUCK REPAIR & MNT	1,000.00
54.554.5395	FUEL - TRASH TRUCK	6,500.00
54.554.5396	FUEL - RECYCLE TRUCK	3,000.00
54.554.5410	OFFICE SUPPLIES & MATERIAL - TRASH	500.00
54.554.5415	SOFTWARE LICENSING/SUPPORT	4,000.00
54.554.5420	O&M - TRASH	0.00
54.554.5701	DEBT SERVICE INTEREST	7,700.00
54.554.5710	DEBT SERVICE-PRINCIPAL - TRASH	43,500.00
54.554.5725	TRASH CAPITAL EQUIPMENT	0.00
54.554.5750	RECYCLING / TRASH TOTERS	0.00
54.554.5920	ADVANCES OUT - TRASH	30,812.00
Fund: 54	TRASH	275,932.00
80.800.5420	DRD O&M	3,000.00
Fund 80	DRD	3,000.00

2021 Tax EXPENSE BUDGET DRAFT APPROVED

7/06/2020

205 Accts	5,493,838.00
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**RESOLUTION R26-20**

**A RESOLUTION AUTHORIZING THE PRELIMINARY  
LEGISLATION FOR THE PARTICIPATION IN THE ODOT  
PID-105753 MIA HIGH STREET IMPROVEMENT PROJECT**

**PID No.: 105753**

**County/Route/Section: MIA High Street Improvements**

The following is a Resolution enacted by the Village of Covington of Miami County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

**SECTION I – Project Description**

WHEREAS, the (LPA/STATE) has determined the need for the described project:

**Reconstruct the roadway and widen by one foot on each side (two-foot total) to allow more room for parking and traffic. Sidewalk and curb ramps are being replaced to improve pedestrian traffic in the Village of Covington.**

NOW THEREFORE, be it ordained by the Village of Covington of Miami County, Ohio.  
(LPA)

**SECTION II – Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION II – Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in the cost of the project.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps, not included in this project, at all necessary adjacent intersections to ensure compliance with the Americans with Disabilities Act.

**SECTION IV – Utilities and Right-of-Way Statement**

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V – Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI Authority to Sign**

I, Michael L. Busse, Village Administrator of said Village of Covington is hereby empowered on behalf of the

Village of Covington to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation which is necessary to complete the above described project.

Upon request of ODOT, the Village Administrator is also empowered to assign all rights, title, and interest of the Village of Covington to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

**CERTIFICATE OF COPY  
STATE OF OHIO**

Village of Covington of Miami County, Ohio  
(LPA)

I, Brenda Carroll, as Clerk of the Village of Covington of Miami County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution R26-20 adopted by the legislative Authority of the said Village of Covington on the 6<sup>th</sup> day of July, 2020.

That the publication of such Resolution has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record in the 2020 Ordinance/Resolution binder located in the Fiscal Officer's office at 1 South High Street, Covington Ohio 45318.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 6<sup>th</sup> day of July, 2020.

Brenda Carroll  
(Clerk)  
Village of Covington of Miami County, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described. For the Village of Covington of Miami County, Ohio.

Attested: Brenda Carroll Michael L. Busse Date 7-6-20  
Michael L. Busse, Village Administrator (Contractual Agent)

.....  
For the State of Ohio

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
(Director, Ohio Department of Transportation)

Passed: July 6, 2020

Attested: Brenda Carroll Michael L. Busse  
Brenda Carroll, Fiscal Officer/Clerk Michael L. Busse, Village Administrator

Attested: Edward L. McCord R. Scott Tobias  
Edward L. McCord, Mayor R. Scott Tobias, President of Council

The Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.



**RESOLUTION R27-20**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
PURCHASE A NEW 2020 F350 PICKUP TRUCK AND RELATED EQUIPMENT  
FROM BEAU TOWNSEND FORD**

**WHEREAS**, the Village of Covington has obtained quotes for a 2020 - 1 Ton Pickup Truck; and

**WHEREAS**, Beau Townsend Ford has provided the lowest and best quote for the aforementioned 2020 Pickup Truck in the amount of \$36,500.00;

**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 2020 F350 Pickup Truck and related equipment from Beau Townsend Ford for the amount of \$36,500.00;

**SECTION TWO:** That the Village of Covington Council hereby authorizes the expenditure of the funds required to purchase the 2020 F350 Pickup Truck from the Fund 50 - Water (50%) and Fund 52-Sewer (50%) funds; and

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

Passed this 6<sup>th</sup> day of July, 2020.



Edward L. McCord, Mayor



R. Scott Tobias, Council President



Brenda Carroll, Clerk/Fiscal Officer

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2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

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**Client Proposal**

Prepared by:

Colt Walden

Office: 937-264-2126

Date: 07/02/2020



Beau Townsend Ford | 1020 W. National Rd., Vandalia, Ohio, 453771025

Office: 937-898-5841



Prepared by: Colt Walden  
07/02/2020

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

## As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
F3B	Base Vehicle Price (F3B)	\$38,350.00
<b>Packages</b>		
610A	Order Code 610A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 10,400 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.	N/C
<b>Powertrain</b>		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas <i>Includes:</i> - Electronic-Locking w/3.73 Axle Ratio	\$1,705.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	Included
STDGV	GVWR: 10,400 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TBM	Tires: LT245/75Rx17E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
<b>Other Options</b>		
142WB	142" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Colt Walden  
07/02/2020

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

## As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$915.00
473	Snow Plow Prep Package  Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).  <i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i>	\$250.00
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
86M	Dual 78 AH Battery	\$210.00
67B	397 Amp Alternators	\$115.00
66L	LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i>	\$60.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00
53W	5th Wheel/Gooseneck Hitch Prep Package  <i>Includes 5 pickup bed attachment points with plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall. 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible with the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only). The prep package is also compatible with Reese Signature Series 5th wheel hitch kits updated with a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only). The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box). NOTE: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups. The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis. When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees. Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns. Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only with the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box).</i>	\$500.00
18B	Platform Running Boards	\$320.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Colt Walden  
07/02/2020

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

## As Configured Vehicle (cont'd)

Code	Description	MSRP
592	LED Roof Clearance Lights	\$95.00
43B	Fixed Rear-Window w/Defrost	\$60.00
924	Privacy Glass	\$30.00
43C	110V/400W Outlet	Included
	Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i>	
66S	Upfitter Switches (6)	\$165.00
	Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i>	
587	Radio: AM/FM Stereo w/MP3 Player	Included
	<i>Includes 4 speakers.</i>	
913	SYNC 3 Communications & Entertainment System	\$450.00
	<i>Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports.</i> <i>Includes:</i> <i>- 110V/400W Outlet</i> <i>Includes 1 in-dash mounted outlet.</i>	
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	N/C
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
15J	Gooseneck Hitch Kit (Pre-Installed)	\$250.00
<b>Fleet Options</b>		
17F	XL Decor Group (LPO)	\$220.00
	Requires valid FIN code.	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Colt Walden  
07/02/2020

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

### As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper	
525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.	\$235.00
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>	\$45.00
595	Halogen Fog Lamps (Fleet)	\$130.00
76R	Reverse Sensing System (Fleet) Requires valid FIN code.	\$245.00
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
AS_01	Medium Earth Gray	N/C
<b>Primary Colors</b>		
PQ_01	Race Red	N/C
<b>Upfit Options</b>		
1ADD	ONE ADDITIONAL KEY WITH FOB	\$150.00
<b>SUBTOTAL</b>		<b>\$45,630.00</b>
Destination Charge		\$1,695.00
<b>TOTAL</b>		<b>\$47,325.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Colt Walden  
07/02/2020

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 40

## Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$47,325.00
<i>Pre-Tax Adjustments</i>	
<b>Description</b>	
TEMP TAG AND TITLE FEE	\$30.00
GOVERNMENT PRICE CONCESSIONS	-\$7,400.00
Beau Townsend Ford discount	-\$3,455.00
<b>Total</b>	<b>\$36,500.00</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**RESOLUTION NO. R28-20**

**A RESOLUTION REQUESTING THE VILLAGE OF COVINGTON'S SHARE OF FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND AND AFFIRMING THAT THOSE FUNDS SHALL ONLY BE EXPENDED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 601(d)**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in H.B. 481 of the 133<sup>rd</sup> General Assembly (H.B.481); and

WHEREAS, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the Village of Covington is requesting its Share of funds from the County Coronavirus Relief Distribution Fund.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Village of Covington, Miami County, Ohio, that the majority of all members elected thereto affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the Village of Covington consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

SEC. 1: Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

SEC. 2: Were not accounted for in the Village of Covington's most recently approved budget as of March 27, 2020; and

SEC. 3: Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

FUTHERMORE, in compliance with H.B. 481, be it resolved by the Commission of the Village of Covington, Miami County, Ohio that the Fiscal Officer take all necessary actions to:

SEC. 1: On or before October 15, 2020, pay any unencumbered balance of money in the Village of Covington's local coronavirus relief fund to the Miami County Treasurer;



SEC. 2: On or before December 28, 2020, pay the balance of any money in the Village of Covington's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and


SEC. 3: Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

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

  
EDWARD L. MCCORD, MAYOR

  
R. SCOTT TOBIAS, PRESIDENT OF COUNCIL

PASSED: 7/20/2020

ATTEST:   
BRENDA CARROLL  
FISCAL OFFICER/CLERK

RESOLUTION R29-20

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY FROM  
THE VILLAGE OF COVINGTON TO THE NEWBERRY THEATER PRESERVATION  
FOUNDATION, AN OHIO NON-PROFIT CORPORATION

WHEREAS, pursuant to Ohio Revised Code Section 721.28, a Village may transfer real property without competitive bidding if it is pursuant to an Urban Renewal plan or Redevelopment Plan adopted by the Village;

WHEREAS, the legislative authority of the Village of Covington, Miami County Ohio, adopted a downtown redevelopment plan on October 7, 2019. (Ordinance 16-19)

WHEREAS, the Village owns the property located at 110 N. Pearl Street, Covington, Ohio and it is located within the Downtown Redevelopment District;

WHEREAS, the property itself is not used for Village purposes and it is in the best interest of the Village to convey said property to the Newberry Theater Preservation Foundation, An Ohio Non-Profit Corporation as its planned use by said organization is consistent with the Downtown Redevelopment Plan adopted by the Village;

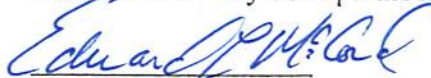
NOW, THEREFORE, be it Resolved by the legislative authority for the Village of Covington, Miami County, Ohio, as follows:

SECTION ONE: That the legislative authority finds that a sale of the property located at 110 N. Pearl Street, Covington, Ohio to the Newberry Theater Preservation Foundation, an Ohio Non-Profit Corporation, is in the best interest of the Village and consistent with the Downtown Redevelopment plan adopted by this Council; to said property;

SECTION TWO: That the terms of said sale are addressed in the purchase agreement attached as Exhibit A; and the legislative authority finds said agreement fair and equitable, and authorizes the Village Administrator to execute said purchase agreement and to sign all necessary documents to sell said property to the Newberry Theater Preservation Foundation, an Ohio Non Profit Corporation based on the terms expressed in the agreement attached as Exhibit A; and

SECTION THREE: That this Resolution shall take effect at the earliest time provided by law.

Passed this 8<sup>th</sup> day of September, 2020.



Ed McCord, Mayor



Scott Tobias, President of Council



Brenda Carrol, Fiscal Officer

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This AGREEMENT made and entered into by and between Village of Covington, Miami County, Ohio, 1 South High St., Covington, Ohio 45318 (hereinafter "Seller") and the Newberry Theater Preservation Foundation, an Ohio Not-For-Profit Corporation 102 N. Pearl St., Covington, Ohio 45318 (hereinafter "Purchaser").

### WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the property described below;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained below, IT IS AGREED AS FOLLOWS:

1. DESCRIPTION OF PREMISES: Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, that certain parcel of real estate known as 110 N. Pearl Street, Covington, Ohio and described as:

Situate in the Village of Covington, Miami County, Ohio being described as being 33 ft off of the south part of INLOT 73.

Miami County Auditor Parcel number H19-001440.

together with all appurtenant rights, privileges and easements, (hereinafter collectively referred to as "the Premises"), but subject to all applicable zoning laws, legal highways, and building setback lines, easements, restrictions and reservations of record.

2. CONDITION OF PREMISES: Purchaser agrees to accept the property "AS IS" and Seller makes no warranties as to the condition of the Premises.

3. PURCHASE PRICE: Purchaser shall pay, and Seller shall accept, the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) as and for full consideration for the Premises.

4. EVIDENCE OF TITLE: Purchaser shall bear the cost of any title assurance to be secured regarding the Premises. Any such title assurance shall show in Seller a good and merchantable title to the Premises in fee simple, free and clear of all liens and encumbrances whatsoever except: (a) those created or assumed by Purchaser; (b) those specifically set forth in this Agreement; (c) real estate taxes and assessments that constitute a lien but are not then due; (d) zoning ordinances; (e) legal highways; and (f) building setback lines, covenants, easements, conditions, restrictions and reservations of record.

If the title to all or part of the Premises is defective or unmerchantable, or if any part of the Premises is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this Agreement, Seller shall have a reasonable

time, not to exceed thirty days after receipt of written notice thereof, within which to remedy or remove, at Seller's expense, any such defect, lien, encumbrance, easement, condition, restriction or encroachment. If Seller is unable to remedy or remove, or secure title insurance against, such defect, lien, encumbrance, easement, condition, restriction or encroachment within said thirty-day period, then at Purchaser's option the Earnest Money described above shall be refunded to Purchaser forthwith, the parties shall be relieved of all obligations under this Agreement, and this Agreement shall be deemed null and void.

It is agreed by the parties hereto that merchantability shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association and that any matter that comes within the scope of said Standards shall not constitute a valid objection to the title provided Seller complies with the requirements of said Standards.

5. CLOSING: This transaction shall be closed at a location to be determined on or before September 1, 2020. Seller shall pay the following costs: recording cost, title exam fee, and all other closing costs. In addition, Seller shall pay deed preparation fee and Miami County Auditor's conveyance fee.

6. TAXES AND ASSESSMENTS: Responsibility for real estate taxes and assessments on the Premises (hereinafter "taxes") shall be divided between the parties as provided in this section.

Seller shall pay, at or prior to closing, each semi-annual installment of taxes due on or before the date of closing, together with any interest or penalties thereon.

The semi-annual installment of taxes applicable to the half year in which the closing occurs shall be prorated so that Seller is charged from the first day of the half year in which the closing occurs through the date of closing. Purchaser shall be responsible for all taxes thereafter.

7. DEED: Upon payment in full of the purchase price specified above, Seller shall convey the Premises to Purchaser in fee simple by a good, sufficient, transferrable and recordable warranty deed.

8. POSSESSION: Seller shall transfer possession of the Premises to Purchaser immediately upon the date of closing.

9. GENERAL PROVISIONS: This Agreement constitutes the entire agreement between the parties. There are no representations, oral or written, which have not been incorporated herein. All warranties, representations and covenants herein contained shall survive the delivery of the deed executed and delivered pursuant hereto. If such deed and this Agreement are in any respect inconsistent, the provisions of this Agreement shall control.

Time is of the essence of all of the terms and conditions of this Agreement. This Agreement shall be governed by the laws of the State of Ohio and shall not be assignable by either party without the written consent of the other.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their respective hands at Covington, Ohio this 8 th. day of September, 2020.

SELLER:

PURCHASER:

\_\_\_\_\_  
Village of Covington  
By Michael Busse  
Village Administrator

\_\_\_\_\_  
Newberry Theater Preservation  
Foundation, an Ohio Not-For-Profit  
Corporation  
By \_\_\_\_\_  
Trustee

THIS INSTRUMENT PREPARED BY: *Frank J. Patrizio, of McCulloch, Felger, Fite & Gutmann Co., L.P.A., Attorneys at Law, Fifth Third Bank Building, 123 Market Street, P.O. Box 910, Piqua, Ohio 45356-0910.*

RESOLUTION. R30-20

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 2021

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 17<sup>th</sup>. day of August, 2020:

APPROVED:



Edward McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer

VILLAGE OF COVINGTON

RESOLUTION NO. R31-20

A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF COVINGTON TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Covington is planning to make capital improvements to The High Street Improvement Project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

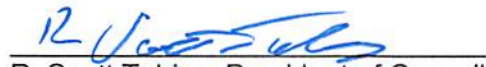
NOW THEREFORE, BE IT RESOLVED by The Village of Covington:

Section 1: The Mayor of The Village of Covington is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Mayor of the Village of Covington is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Date Passed: 08/17/2020

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

Certified By:

  
Brenda Carroll, Fiscal Officer/Clerk

RESOLUTION R32-20

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO A CONTRACT WITH FINFROCK CONSTRUCTION  
COMPANY INC. FOR THE PEARL STREET WATER STORM SEWER  
IMPROVEMNT PROJECT

WHEREAS, the Village of Covington has determined that the Pearl Street Storm Sewer is in need of improvements; and

WHEREAS, the Mayor solicited quotes for the Pearl Street Storm Sewer Improvement Project; and

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


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 Pearl Street Storm Sewer Improvement Project to Finfrock Construction Company Inc. for the bid amount of \$40,004.00


Section 2: The Mayor of the Village of Covington is authorized to enter into the contract with Finfrock Construction Company Inc. for the completion of the Pearl Street Storm Sewer Improvement Project.

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

APPROVED September 8, 2020

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer





301 ADAMS STREET • P.O. BOX 54 • COVINGTON, OHIO 45318  
 OFC: (937) 473-3141 • FAX: (937) 473-3874  
 www.finrockconstruction.com  
 EOE

**PROPOSAL**

August 3, 2020

Proposal submitted to: **Village of Covington**  
**1 South High Street**  
**Covington, Ohio 45318**

We hereby submit specifications and estimates for: **Pearl Street Storm Sewer Extension.**

12" HP Storm Sewer =	469	If	@	\$40.00	=	\$18,760.00
6" Storm Laterals Incl C/O =	60	If	@	\$30.00	=	\$1,800.00
Storm Manholes =	2	ea	@	\$2,000.00	=	\$4,000.00
Curb Inlet CB =	1	ea	@	\$1,500.00	=	\$1,500.00
Tie Into MH =	1	ea	@	\$850.00	=	\$850.00
Street Restoration =	247	sy	@	\$52.00	=	\$12,844.00
Seeding & Mulching =	1	ls	@	\$250.00	=	\$250.00
				<b>Total</b>	<b>=</b>	<b>\$40,004.00</b>

We Propose hereby to furnish material and labor -- complete in accordance with the stated specifications, for the sum of: **\$40,004.00.**

- This is a lump sum bid.
- This is a unit price quotation with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantities at quoted unit prices. All permits, fees, bonds, assessments, engineering, staking, inspection fees and soil compaction tests, if required, will be provided by the Owner.

**STANDARD TERMS:** This Contract shall be subject to the Standard Terms printed on back.

Payment to be made as follows:

- Upon completion of above work.
- 15 days from date of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Authorized Signature *Ricardo Palangiove*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature *Edward L. M. ...*

Signature \_\_\_\_\_

**NO WORK WILL BE SCHEDULED UNTIL ABOVE CONTRACT IS SIGNED AND RETURNED.**

RESOLUTION R33-20

A RESOLUTION REMOVING MICHAEL BUSSE AS AN AUTHORIZED SIGNATOR ON COVINGTON SAVINGS AND LOAN BANK ACCOUNTS

WHEREAS, Michael Busse has resigned as the Village Administrator for the Village of Covington;

WHEREAS, with said resignation, his authority to conduct banking transactions on the behalf of the Village of Covington in his capacity as Village Administrator is no longer authorized;

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

Section 1: Michael Busse shall be removed as an authorized signator on the behalf of the Village of Covington for any and all Covington Savings and Loan bank accounts owned by the Village of Covington; and.

Section 2: Edward L. McCord as Mayor and Brenda Carroll as Fiscal Officer are authorized as the signatory's for any and all Covington Savings and Loan bank accounts owned by the Village of Covington.

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

APPROVED September 8, 2020:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer/Clerk

RESOLUTION R-34-20

A RESOLUTION AUTHORIZING THE RENEWAL OF PROPERTY AND  
LIABILITY INSURANCE

Whereas, the Village of Covington deems it appropriate and necessary to maintain property and liability insurance, insuring property owned by the Village of Covington, Ohio;

Whereas, the Village of Covington has been presented with a renewal from the Public Entities Pool Insurance Fund that will provide insurance benefits at the most economical cost to the Village;

Whereas, the Legislative Authority for the Village of Covington deems it necessary, appropriate and in the Village's best interest to enter into the contract for property and liability insurance attached as Exhibit A.

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

SECTION 1: the Mayor along with the Fiscal Officer shall be authorized to enter into a contract with the Public Entities Pool Insurance Fund in the amount of \$26,247.00 to provide property and liability insurance benefits for the Village of Covington; said contract being 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: <sup>October</sup>~~September~~ 19, 2020:

  
Edward L. McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION R-35-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH THE CITY OF ST. MARY'S OHIO FOR INCOME TAX  
COLLECTION

Whereas, the Village of Covington has used the City of St. Mary's, Ohio as its agent to collect income tax within the Village and has been satisfied with the service it has received from said agent;

Whereas, the Village desires to continue to maintain the City of St. Mary's Ohio as its agent and the City has submitted a proposed contract for income tax collection attached as Exhibit A;

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

SECTION 1: the Legislative authority for the Village of Covington finds it in the best interest of the Village to continue its relationship with the City of St. Mary's, Ohio regarding the collection of income tax revenue;

SECTION 2: the Village of Covington's Mayor is authorized to enter into the contract for income tax collection attached as Exhibit A hereto; and

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

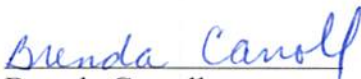
APPROVED October 19, 2020:



Ed McCord, Mayor of  
The Village of Covington



R. Scott Tobias  
President of Council



Brenda Carroll  
Clerk/Fiscal Officer

RESOLUTION R-35-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH THE CITY OF ST. MARY'S OHIO FOR INCOME TAX  
COLLECTION

Whereas, the Village of Covington has used the City of St. Mary's, Ohio as its agent to collect income tax within the Village and has been satisfied with the service it has received from said agent;

Whereas, the Village desires to continue to maintain the City of St. Mary's Ohio as its agent and the City has submitted a proposed contract for income tax collection attached as Exhibit A;

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


SECTION 1: the Legislative authority for the Village of Covington finds it in the best interest of the Village to continue its relationship with the City of St. Mary's, Ohio regarding the collection of income tax revenue;

SECTION 2: the Village of Covington's Mayor is authorized to enter into the contract for income tax collection attached as Exhibit A hereto; and

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

APPROVED October 19, 2020:

\_\_\_\_\_  
Ed McCord, Mayor of  
The Village of Covington

  
\_\_\_\_\_  
R. Scott Tobias  
President of Council

\_\_\_\_\_  
Brenda Carroll  
Clerk/Fiscal Officer

RESOLUTION R-35-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH THE CITY OF ST. MARY'S OHIO FOR INCOME TAX  
COLLECTION

Whereas, the Village of Covington has used the City of St. Mary's, Ohio as its agent to collect income tax within the Village and has been satisfied with the service it has received from said agent;

Whereas, the Village desires to continue to maintain the City of St. Mary's Ohio as its agent and the City has submitted a proposed contract for income tax collection attached as Exhibit A;

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


SECTION 1: the Legislative authority for the Village of Covington finds it in the best interest of the Village to continue its relationship with the City of St. Mary's, Ohio regarding the collection of income tax revenue;

SECTION 2: the Village of Covington's Mayor is authorized to enter into the contract for income tax collection attached as Exhibit A hereto; and

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

APPROVED October 19, 2020:

\_\_\_\_\_  
Ed McCord, Mayor of  
The Village of Covington

  
\_\_\_\_\_  
R. Scott Tobias  
President of Council

\_\_\_\_\_  
Brenda Carroll  
Clerk/Fiscal Officer

## CONTRACT FOR INCOME TAX COLLECTION

This contract made and entered into this 16<sup>th</sup> day of November 2020 by and between the Village of Covington, Ohio, hereafter referred to as Village, by Ed McCord, its Mayor, Party of the first part: and the City of St. Marys, Ohio, hereafter referred to as City, by Gregory Foxhoven, its Director of Public Service and Safety, Party of the second part:

WITNESSETH:

That, WHEREAS, the council of the Village of Covington has an Income Tax Ordinance, and

WHEREAS, the Village of Covington is desirous of having the Income Tax Division of the City of St. Marys collect said income tax on behalf of Village of Covington.

IT IS AGREED by and between said parties follows:

Said City from and after the first of January, 2021 until and including the 31<sup>st</sup> day of December, 2023 shall collect all income tax monies due to the Village and under the following conditions:

1. A. Said Village agrees to pay yearly to said City collection fee equal to three percent (3.0%).  
B. An invoice shall be issued by the Income Tax Division of the City at the end of each calendar quarter using the above schedule only for those dollars collected for the preceding 3 months as shown on the monthly reports described in paragraph 2 below. All payments shall be due no later than 30 days following the billing date.
2. It is agreed and understood by the parties that monies collected under this agreement shall be deposited to the Village of Covington Income Tax checking account on a daily basis. An accounting of total monies received shall be provided monthly. The Village further agrees to retain a balance of not less than \$300.00 in the checking account for the purpose of avoiding negative balances occurring from depositing checks that are returned by the bank for insufficient funds.
3. It is further understood and agreed between the parties that all machines such as scanners, calculators, and computers, computer software and all desks, chairs and file cabinets as needed and maintenance thereon shall be provided by the City who shall retain ownership thereof: that the City shall provide all paper, miscellaneous machines and the personnel to administer this agreement and pay their wages, including fringe benefits. The City is to provide all other paraphernalia and service necessary to administer said collection program.
4. It is further understood that the Village shall be responsible for all legal action on delinquent accounts, either through civil or criminal action in the Covington Administrator's court or court of competent jurisdiction. All monies and revenue collected as the result of such legal action shall be paid through the City and shall be included as part of the gross income tax proceeds collected.
5. This agreement may be renewed by mutual agreement between the parties.

CONTRACT FOR INCOME TAX COLLECTION

6. It is further agreed and understood by the Parties that if said consideration as specified in Paragraph 1 is inadequate to meet the expense for the administering this contract, the Village agrees to reimburse the City to the extent of the expenses incurred in collecting said income tax.
7. It is agreed and understood that the Village shall appoint a responsible person within the Village of Covington, who shall keep the Income Tax Division of the City advised of changes taking place within the Village of Covington, particularly all new utility accounts, outside contractors, etc., and changes of address as the same become available from time to time and that said person shall be responsible for receiving confidential information from the City and subject to the provisions of ORC 718.13 and the Village of Covington Income Tax Ordinance. The Village of Covington appoints Michael Busse as their designee.
8. It is further understood that the Village shall be responsible for the issuing of all refund checks as authorized by the Tax Commissioner.
9. The Village shall be responsible for compliance with all State requirements with regards to the posting of tax ordinances and rules and regulations on the interest in accordance to ORC 718.07.
10. The City shall not be held responsible for accounting for tax dollars paid directly from the State of Ohio to the Village for payment of income tax from utility and telephone companies. This does not include those funds transmitted through the Ohio Business Gateway.
11. The City shall advise the Village of legislative amendments affecting municipal income tax. The Village shall be responsible for all amendments to its tax ordinance.
12. The Village shall maintain a local Board of Review to consider appeals in accordance with ORC 718.11.
13. It is further agreed between the parties that the within contract may be cancelled by either party by giving ninety days notification of the intention to terminate.
14. The Village agrees to reimburse the City for the costs of audit reports as required by the state auditor's office, to be divided equally between the City's contracted municipalities.

Signed, sealed and acknowledged  
in the presence of:

Brenda Carroll

VILLAGE OF COVINGTON

BY: Ed McCord  
Ed McCord, Mayor





CONTRACT FOR INCOME TAX COLLECTION

Signed, sealed and acknowledged  
in the presence of:

B. Nieman

Debra Kable

Approved as form:

[Signature]  
City of St. Marys Law Director

CITY OF ST. MARYS

BY: [Signature]  
Gregory J Foxhoven  
Director of Public Service & Safety

RESOLUTION R-36-20

A RESOLUTION DECLARING CERTAIN EQUIPMENT AS OBSOLETE,  
AUTHORIZING THE SALE OF RECOVERED BICYCLES, AND  
AUTHORIZING THE MAYOR AND POLICE ~~CHIEF~~ TO DISPOSE OF SAID  
ITEMS

Whereas, the Village of Covington, Miami County, Ohio deems it appropriate and beneficial to dispose of obsolete equipment that is no longer useful or valuable to the Village of Covington and such equipment is attached in Exhibit A;

Whereas, the Village of Covington, Miami County, Ohio, through its police department, has also recovered abandoned and stolen bicycles that are required to be auctioned, which are also listed in Exhibit A;

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


SECTION 1: the Village of Covington hereby declares the Equipment and Bicycles in the list attached hereto as Exhibit A obsolete, useless and surplus;

SECTION 2: the Mayor is authorized to dispose of said the obsolete and useless items listed in Exhibit A in a manner he deems appropriate;

SECTION 3: the Police of Chief is authorized to auction off all bicycles listed in Exhibit A; and

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

APPROVED October 19, 2020:

  
Ed McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk/Fiscal Officer

**Depleted computers and equipment for destruction/ Disposal**

**9/29/2020**

General Dynamics Laptop GD8000	Inoperable	To Be Disposed of/ Destroyed
General Dynamics Laptop GD8000	Inoperable	To Be Disposed of/ Destroyed
General Dynamics Laptop GD8000	Inoperable	To Be Disposed of/ Destroyed
Dell latitude E6430	Inoperable	To Be Disposed of/ Destroyed
Dell latitude E6430	Inoperable	To Be Disposed of/ Destroyed
Nobilis tower	Inoperable	To Be Disposed of/ Destroyed
Nobilis tower	Inoperable	To Be Disposed of/ Destroyed
Nobilis tower	Inoperable	To Be Disposed of/ Destroyed
Dell Tower	Inoperable	To Be Disposed of/ Destroyed
Dell Tower	Inoperable	To Be Disposed of/ Destroyed
HP tower	Inoperable	To Be Disposed of/ Destroyed
HP tower	Inoperable	To Be Disposed of/ Destroyed
HP tower	Inoperable	To Be Disposed of/ Destroyed
First Aid Box		To Be Disposed of/ Destroyed
First Aid Box		To Be Disposed of/ Destroyed
First Aid Box		To Be Disposed of/ Destroyed
First Aid Box		To Be Disposed of/ Destroyed
Light Bar	Inoperable	To Be Disposed of/ Destroyed
Light Bar	Inoperable	To Be Disposed of/ Destroyed
Light Bar	Inoperable	To Be Disposed of/ Destroyed
Light Bar	Inoperable	To Be Disposed of/ Destroyed
Misc. Radio and Cruiser equipment	Inoperable/ Depleted	To Be Disposed of/ Destroyed
Police Uniform Items	Inoperable/ Depleted	To Be Disposed of/ Destroyed
Nortel and peripherals	Inoperable/ Depleted	To Be Disposed of/ Destroyed
Misc copiers and printers	Inoperable/ Depleted	To Be Disposed of/ Destroyed
Misc. Receipt printers	Inoperable/ Depleted	To Be Disposed of/ Destroyed
Misc Office equipment	Inoperable/ Depleted	To Be Disposed of/ Destroyed

**Lost and Found Items**

Misc. Keys		To Be Disposed of/ Destroyed
Misc. Glasses		To Be Disposed of/ Destroyed
Misc. Phones		To Be Disposed of/ Destroyed

*Misc. Jewelry*

*To Be Disposed of/ Destroyed*



RESOLUTION R-37-20

A RESOLUTION DECLARING CERTAIN UTILITY UNCOLLECTABLE  
AND AUTHORIZING THE FISCAL OFFICER TO ~~WRITE-OFF~~ SAID  
ACCOUNTS *write*

Whereas, the Village of Covington, Miami County, Ohio operates various utility departments that provide services to the citizens of Covington, Ohio;

Whereas, the Village of Covington, Miami County, Ohio, over several years has acquired receivables for the payment of various utilities and some of the accounts have substantial age to them and the Village has deemed them uncollectable; and said list of uncollectable accounts is attached as Exhibit A;

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

SECTION 1: The Village of Covington hereby declares the utility accounts listed in the attached Exhibit A as uncollectable and worthless;

SECTION 2: Therefore, the Fiscal officer and Mayor are authorized to write off said accounts from the financial records of the Village of Covington, Miami County, Ohio; and

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

APPROVED October 19, 2020:



Ed McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk\Fiscal Officer

RESOLUTION R-38-20

A RESOLUTION AUTHORIZING THE VILLAGE OF COVINGTON TO  
ENTER INTO AN AGREEMENT WITH IGS ENERGY FOR ELECTRICAL  
SERVICES

**WHEREAS**, IGS Energy operates as an aggregate company and has been authorized to purchase electricity on the behalf of the citizens of Covington, Miami County, Ohio;

**WHEREAS**, the Village currently has a contract with IGS Energy for providing said services to the residents of the Village;

**WHEREAS**, the Village has been approached by IGS Energy to rescind its current agreement with the Village and to enter into a more favorable agreement permitting IGS Energy to provide services for the next three years;

**WHEREAS**, the Village of Covington's Village Council finds it reasonable, necessary and in the best interest of the Village of Covington, Miami County, Ohio to rescind its current contract with IGS Energy and to enter into the three-year contract with IGS Energy attached as Exhibit A;

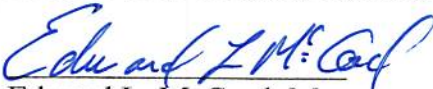
**NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE VILLAGE OF COVINGTON, MIAMI COUNTY, OHIO; that**

**SECTION 1.** the Mayor of the Village of Covington, Miami County, Ohio is hereby authorized to rescind the contract currently in force with IGS Energy;


**SECTION 2.** the Mayor of the Village of Covington, Miami County, Ohio is authorized to enter into a new contract with IGS Energy attached as Exhibit A on behalf of the Village of Covington, Miami County, Ohio.; and

**SECTION 3.** this resolution shall take effect at the earliest time permissible by law.

APPROVED October 19, 2020



Edward L. McCord, Mayor  
of the Village of Covington



R. Scott Tobias, President of Council



Brenda Carroll, Clerk/Fiscal Officer

RESOLUTION R 39-20

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

Whereas The Village of Covington deems it appropriate and beneficial to dispose of the items listed in the attached Exhibit A;

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 items listed in attached Exhibit A obsolete and as surplus;

SECTION 2: The Mayor of the Village of Covington is authorized to auction off these items to the highest bidder utilizing the internet auction site gov deals; and

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

APPROVED November 2, 2020:



Ed McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk\Fiscal Officer

**GOV DEALS ITEMS**

**Western Pro-Guard MVP Electric 8' Snow V-Plow like new**

**Monroe Snow and Ice Spreader box for back of dump truck**

**Part Number 00012972**  
**Model Number RTS8321-CD**  
**Serial Number 99-12-3074**

**2005 Crown Vic Police Car**

**VIN Number 2FAFP71W95X161477**  
**Miles 145,222**

**2001 Chevrolet 4 X 4 pickup truck with 8' electric snow plow**

**VIN Number 1GCHK24U51E254345**  
**Miles 95,224**

**1998 Johnson Street Sweeper**

**Johnson Sweeper Company**  
**4651 Schaefer Avenue**  
**Chino, California 91710**

**VIN Number 1J9VM3H49WC172042**

**Roller**

**HP Kohler Twin 17**  
**Spec Number 24300**  
**Model Number KT17S**  
**Serial Number 14161798**

**Police Speed Trailer**

**All identification tag info unidentifiable**

**Metal Traffic Light Poles (3)**

**Crates of Used Water Meters**



RESOLUTION R-40-20

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR A  
LAND AND WATER CONSERVATION FUND GRANT

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes for the federal **Land and Water Conservation Fund** program;

WHEREAS, the Village of Covington desires to apply for financial assistance from the **Land and Water Conservation Fund**;

WHEREAS, if the Village of Covington receives said grant, it would be used for improvements to the School House Park located within the Village.

NOW, THEREFORE, be it resolved by the legislative authority of Village of Covington, Ohio:

Section 1: that the Village of Covington's Council approves the filing of an application for financial assistance with the Ohio Department of Natural Resources;

Section 2: that the Mayor of Covington is authorized and directed to prepare, file and execute an application with the Ohio Department of Natural Resources with the necessary information required to receive funding assistance from said agency;

Section 3: that the Village of Covington agrees to obligate the funds required to satisfactorily complete the proposed School House Park project and become eligible for reimbursement under the terms of the **Land and Water Conservation Fund**; and

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

APPROVED: November 2, 2020



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that the foregoing is a true and correct copy of resolution adopted by the Village of Covington Council held on the 2nd day in the month of November, 2020, and that I am duly authorized to execute this certificate.

Brenda Carroll

Brenda Carroll, Clerk / Fiscal Officer

11/2/2020

Date

RESOLUTION NO. R-41-20

A RESOLUTION AUTHORIZING THE HIRING OF A VILLAGE ADMINISTRATOR FOR  
THE VILLAGE OF COVINGTON, OHIO

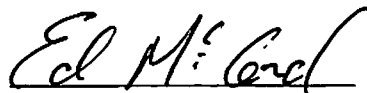
WHEREAS, various members of Village Council and the Mayor of the Village of Covington have reviewed resumes and interviewed several candidates for the position of Village Administrator;

WHEREAS, the Council and the Mayor of Covington believe it is in the best interest of the Village of Covington to hire Kyle Hinkelman as the Village Administrator, and

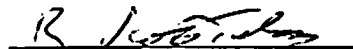
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COVINGTON, STATE OF OHIO:

1. that Kyle <sup>Hinkelman</sup> Hinkelman is hereby hired as Village Administrator of the Village of Covington effective December 14, 2020;
2. that he shall be paid an annual Salary of \$80,000.00;
3. that the contract attached as "Exhibit A" shall govern all other terms of his employment; and
4. that this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED November 16, 2020:



Ed McCord, Mayor of  
The Village of Covington



R. Scott Tobias  
President of Council



Brenda Carroll  
Clerk/Fiscal Office

RESOLUTION R-42-20

A RESOLUTION DECLARING CERTAIN <sup>INCOME TAXES</sup> ~~UTILITY~~ UNCOLLECTABLE  
AND AUTHORIZING THE FISCAL OFFICER TO ~~WRITE~~-OFF SAID  
ACCOUNTS <sup>WRITE</sup>

Whereas, the Village of Covington, Miami County, Ohio charges taxes on earned income within the Village of Covington;

Whereas, the Village of Covington, Miami County, Ohio, over several years has acquired receivables for the payment of income taxes and some of the accounts have substantial age to them, little value and the Village has deemed them uncollectable; said list of uncollectable accounts is attached as Exhibit A;

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

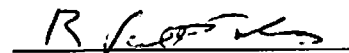
SECTION 1: the Village of Covington hereby declares the income tax accounts listed in the attached Exhibit A as uncollectable and worthless;

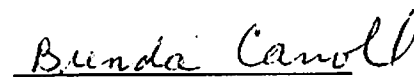
SECTION 2: the Fiscal officer and Mayor are authorized to write off said accounts from the financial records of the Village of Covington, Miami County, Ohio; and

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

APPROVED November 16, 2020:

  
Ed McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk\Fiscal Officer

RESOLUTION NO. 43-20

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF COVINGTON TO ENTER INTO A FIRE AND EMERGENCY MEDICAL CONTRACT WITH THE COVINGTON FIRE AND RESCUE, INC.

WHEREAS it is necessary for the Village to provide fire services and emergency medical services to its citizens and these services have been provided to the Village by the Covington Fire and Rescue, Inc.

WHEREAS the Village has been satisfied with the service it has obtained from the Covington Fire and Rescue, Inc. in the past and desires to have said organization continue to provide these services;

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 Mayor of the Village of Covington is authorized to enter into the contract attached hereto as Exhibit A with the Covington Fire and Rescue, Inc. for fire and emergency medical services within the Village.

Section II: this Resolution passed by 2/3<sup>rd</sup>s of the voting members of the Village Council provides for the safety, health and welfare of the Village, is deemed an emergency Resolution, and shall take effect immediately upon passage as provided by law.

APPROVED November 16, 2020:

  
Ed McCord, Mayor

  
R. Scott Tobias, President of Council

  
Brenda Carroll, Clerk\Fiscal Officer

**RESOLUTION NO 44-20**

**A RESOLUTION FINDING THAT PUBLIC SAFETY PERSONNEL OF THE VILLAGE OF COVINGTON ARE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY AND DECLARING AN EMERGENCY**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

**WHEREAS**, in House Bill 481 of the 133<sup>rd</sup> General Assembly (HB 481), the Ohio General Assembly established a process for distributing funds provided by the CARES Act; and

**WHEREAS**, HB 481, required political subdivisions receiving funds under Section 1 of the CARES Act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the political subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801(d), and any applicable regulations before receiving said funds; and

**WHEREAS**, on October 5, 2020 and November 2, 2020, this Council adopted ORDINANCES 13-20 and R-17-20 and affirmed that all funds received from the Miami County Coronavirus Relief Distribution Fund pursuant to HB 481 be expended only to cover costs of the Village of Covington consistent with the requirements of Section 5001 of the CARES Act as described in 42 U.S.C 801(d) and any applicable regulations and guidance; and

**WHEREAS**, the Ohio Office of Budget and Management (OBM), in its Guidance & Frequently Asked Questions, updated August 28, 2020, (OBM Guidance) directed local jurisdictions to “evaluate all proposed expenditures based on guidance contained within the U.S. Department of Treasury Guidance and Coronavirus Relief Fund Frequently Asked Questions”; and

**WHEREAS**, the OBM Guidance further advised that “it is presumed for administrative convenience that personnel costs related to [public safety] are substantially dedicated” for purposes of the CARES Act unless the chief executive of the entity receiving the funds determines otherwise; and

**WHEREAS**, the United States Department of the Treasury (Treasury), in its Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, dated September 2, 2020, (Treasury Guidance) advised that “[p]ayroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency” are eligible expenditures of CARES Act funds; and

**WHEREAS**, the Treasury Guidance further advised that local governments may presume that “public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget adopted on or before March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020”; and

**WHEREAS**, the Treasury Guidance further advised that “public safety employees” include “police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel”;

**NOW, THEREFORE, BE IT RESOLVED** by the Village of Covington, Ohio, as follows:

**SECTION I:** In reliance on the Treasury Guidance and OBM Guidance and having examined the circumstances of the Village of Covington, Ohio this Council finds and determines that the Treasury presumption that the public safety employees of the Village of Covington meet the substantially dedicated test applies and no specific

circumstances rebut the presumption. This Council further finds and determines that the following Village of Covington public safety positions are substantially dedicated to mitigating or responding to the COVID-19 public health emergency:

Police Department:

Clerical, custodial and contract staff,

Police Officers,

Sergeants,

Lieutenants,

Chief of Police

and, therefore, current and future distributions of CARES Act funds to the Village of Covington, Ohio may be expended to cover the payroll and benefits of the public safety positions listed above from March 1, 2020 through December 30, 2020.

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

APPROVED November 16, 2020:



Ed McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk\Fiscal Officer



RESOLUTION. R-45-20

A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO A CONTRACT TO PURCHASE A STREET SWEEPER FROM  
BEST EQUIPMENT.

WHEREAS, the village desires to purchase a Street Sweeper from Best Equipment through the NJPA cooperative purchasing program;

WHEREAS, a Street Sweeper is available for lease/purchase through the NJPA as financed through TCF Financing as evidenced in Contract # 800550 attached hereto as Exhibit A;

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

SECTION. 1: The Mayor of the Village of Covington is authorized to execute all necessary documents to lease/purchase the Street Sweeper described in contract # 800550 Best Equipment through the NJPA cooperative program and TCF Financing for \$174,263.25; and

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

APPROVED January 4, ~~2020~~ <sup>2021</sup> *ERM*

*Edward L. McCord*

Edward L. McCord, Mayor

*R. Scott Tobias*

R. Scott Tobias, President of Council

*Brenda Carroll*

Brenda Carroll, Clerk/Fiscal Officer

VILLAGE OF COVINGTON, OHIO

RESOLUTION R46-20

A RESOLUTION ADDING KYLE HINKELMAN AS AN AUTHORIZED SIGNATOR ON COVINGTON SAVINGS AND LOAN BANK ACCOUNTS.

**WHEREAS,** Kyle Hinkelman is the new Village Administrator for the Village of Covington; and

**WHEREAS,** Kyle Hinkelman needs to be authorized to conduct banking transactions on the behalf of the Village of Covington in his capacity as Village Administrator; and

**WHEREAS,** Edward L McCord as Mayor and Brenda Carroll as Fiscal Officer are currently authorized as the signatories for any and all Covington Savings and Loan bank accounts owned by the Village of Covington.

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

**Section 1:** Edward L. McCord as Mayor and Brenda Carroll as Fiscal Officer are removed as the only authorized signators on the behalf of the Village of Covington for any and all Covington Savings and Loan bank accounts owned by the Village of Covington; and

**Section 2:** Edward L. McCord as Mayor, Brenda Carroll as Fiscal Officer and Kyle Hinkelman as Village Administrator are authorized as the signatories for any and all Covington Savings and Loan bank accounts owned by the Village of Covington; and

**Section 3:** This Resolution shall take effect and be in force from and after the earliest period allow by law.

APPROVED: December 21, 2020:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer

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*Handwritten signature in blue ink, likely reading "John M. Smith".*

*Faint handwritten text or date below the signature.*

VILLAGE OF COVINGTON, OHIO

RESOLUTION R47-20

A RESOLUTION AUTHORIZING THE CLOSING OF VILLAGE OFFICES AND  
HOLIDAY PAY FOR DECEMBER 24, 2020

**WHEREAS,** the Federal Government has declared December 24, 2020 a National Holiday; and whereby the Village of Covington has not previously authorized the closing of the Village's offices, Holiday pay and time off for said day;

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

**SECTION 1:** the Village of Covington's offices shall be closed and only essential employees will be required to work on December 24, 2020;

**SECTION 2:** that all nonessential employees and essential employees not required to report to work will be paid their normal rate of pay on December 24, 2020; and essential employees required to report to work shall be paid TWO TIMES the normal rate of pay for hours worked; and

**SECTION 3:** this Resolution shall take effect immediately.

APPROVED: December 21, 2020:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer