



County Of Hamilton - *Board Of County Commissioners*

Volume Number: 333

Meeting Agenda

Regular Meeting

Hamilton County, Ohio

January 22, 2014

Meeting Convenes

Call to Order
11:00 AM

Introductions

Silent Prayer and Pledge of Allegiance

Approval of the minutes of the previous session

Public Comments

Comments/Motions

Commissioner Hartmann

Commissioner Monzel

Commissioner Portune

Christian Sigman

Presentation

None scheduled for this meeting

Public Hearings

11:30 AM

Hearing to consider the Developmental Disabilities Services Levy

Hearing to consider an appeal of the decision of the Rural Zoning Commission Case Green 2013-04; Walt Sweeny; Localized Alternative Sign Regulations Plan

Executive Sessions

Executive Session in accordance with R.C. Section 121.22.(G (2) to consider the purchase of property for public purposes or for the sale of property at competitive bidding

Regular Agenda Items

- | | | |
|----------|---|--|
| Engineer | 1 | Resolution authorizing a contract for sale and purchase of real estate without buildings, between Hamilton County and 7380 Beechmont Cincinnati LLC, located in Anderson Township, Hamilton County, Ohio |
| | 2 | Resolution to set the public hearing dates for the purpose of proceeding with a construction project to make repairs to sidewalks and included drive aprons along various county roads in Anderson, Delhi and Green Townships.
Project No. 501401 |
| | 3 | Resolution authorizing third amendment to a consulting engineering agreement with Stantec Consulting Services, Inc.
Project No. 501005 |

Consent Agenda Items

- | | | |
|-------------------------------|---|--|
| Board Of County Commissioners | 4 | Resolution re-appointing one member to the Board of Directors of Port of Greater Cincinnati Development Authority.
David Smith

Administrative Recommendation is for the Board to adopt ... |
| Clerk of the Board | 5 | Petition for the annexation of 1.4315 acres from Harrison Township to the City of Harrison, Ohio
Petitioner: Beverly Schutte |

Administrative Recommendation is for the Board to receive for the record and refer to the County Engineer ...

**Commission
Administration**

- 6 Resolution Number P001-14 authorizing the award of RFQ# 035-13 and execution of an agreement between THP Limited, Inc., and the Board of Hamilton County Commissioners on behalf of Facilities for structural engineering services.

Administrative Recommendation is for the Board to adopt ...

- 7 Resolution No. P004-14 accepting the purchase orders of Hamilton County and authorizing their execution and release.

Administrative Recommendation is for the Board to adopt ...

- 8 Resolution authorizing the use of credit cards by the Hamilton County Administrator or his designee and providing guidelines for the usage of same.
Fifth-Third Bank MasterCard

Administrative Recommendation is for the Board to adopt ...

- 9 Administrator's report of actions taken for, by, and on behalf of the Board of County Commissioners for the month of December, 2013.

Administrative Recommendation is for the Board to confirm and enter of record ...

Coroner

- 10 Resolution authorizing the use of credit cards by the Hamilton County Coroner's Office and providing guidelines for the usage of same.
Shell Oil Company Gasoline Card - 3
Fuelman Gasoline Credit Card - 3

Administrative Recommendation is for the Board to adopt ...

**Emergency
Management Agency**

- 11 Resolution authorizing the use of a credit card by the Hamilton County Emergency Management Agency/Homeland Security Department and providing guidelines for the usage of same.
BP Oil and Fuelman

Administrative Recommendation is for the Board to adopt ...

12 Resolution authorizing the use of a credit card by the Hamilton County Emergency Management Agency/Homeland Security Department and providing guidelines for the usage of same.
Fifth-Third Bank MasterCard

Administrative Recommendation is for the Board to adopt ...

Job And Family Services 13 Resolution Number J004-14 authorizing agreements between the Group Home providers listed below and the Board of Hamilton County Commissioners on behalf of the Hamilton County Department of Job and Family Services for group home services.
Adriel School
Bunker Hill Haven
Changing Lives
Kelly Youth Services
Lighthouse Youth Services
Mayo Home for Youth Development
My Brother's Keeper
NYAP
Nella's Place
Next Step Family Services
One Way Farm
Right of Passage (Hillcrest)
Your Starting Point

Administrative Recommendation is for the Board to adopt ...

Prosecutor 14 Resolution authorizing the use of a credit card by the Hamilton County Prosecuting Attorney and providing guidelines for the usage of same.
BP Gas Card

Administrative Recommendation is for the Board to adopt ...

Consent/Travel Agenda Items

Travel 15 Requesting authorization to travel at County's expense:
Engineer, 1 employee to Columbus, OH



January 10, 2014

Hamilton County Board of County Commissioners
603 County Administration Building
138 E. Court Street
Cincinnati, OH 45202

HAMILTON COUNTY
**Rural
Zoning
Commission**

Subject: GREEN 2013-05; WALT SWEENEY LASR PUD
Green Township: 6315 Harrison Avenue, on the west side of Harrison Avenue, north of the intersection with Belclare Road (Book 550, Page 221, Parcel 2)

APPLICANT: Walt Sweeney and (owner) Wullenweber Motors, Inc.

138 E COURT ST. RM. 801
CINCINNATI, OH 45202-1224

APPLICATION:

Requesting the appeal of the Administrative Action of the Hamilton County Rural Zoning Commission (RZC) at their regular scheduled meeting on October 17, 2013

GENERAL INFORMATION

Phone: (513) 946-4550
Fax: (513) 946-4475

Commissioners

Joel Cornelius
Christian James
Kenneth Luken
David Steinriede
Jerry Thomas
Susan Olson, Alternate

**Secretary/
Planning & Development
Director**

Todd Kinskey, AICP

**Board of
County Commissioners**

Greg Hartmann
Chris Monzel
Todd Portune

County Administrator

Christian Sigman

**Development Services
Administrator /
County Zoning Inspector**

Bryan Snyder, AICP

PLAN SUMMARY:

To appeal the decision of the RZC for a partial denial of an LASR (Localized Alternative Sign Regulation plan) to establish an alternative set of regulations to govern all freestanding and temporary signage at the Walt Sweeney Used Car dealership

We are transmitting and certifying to your office herewith the complete file in the above captioned zoning amendment. The following summary documents from this file are also attached for each Commissioner.

1. Summary of Recommendations
2. RPC staff report and recommendation to RZC Board 10-17-13
3. RZC minutes (Record of Proceedings -- regular meeting) -- 10-17-13

The Board of County Commissioner's public hearing on this matter has been scheduled for Wednesday, January 22, 2014 at 11:30 AM, in Room 605, County Administration Building, 138 E. Court St., Cincinnati, OH 45202.

Respectfully Submitted,

The Hamilton County Rural Zoning Commission
Todd Kinskey, AICP
Secretary/Director

SUMMARY OF RECOMMENDATIONS
(FOR BOARD OF COUNTY COMMISSIONERS' PUBLIC HEARING ON JANUARY 22, 2014)

APPEAL OF RZC DECISION
CASE GREEN 2013-05; WALT SWEENEY LASR

REQUEST: To appeal the October 17, 2013, decision of the Rural Zoning Commission (RZC) to partially deny a Localized Alternative Sign Regulations Plan

PURPOSE: To establish an alternative set of regulations to govern all freestanding and temporary signage at the Walt Sweeney Used Car dealership

APPLICANT: Walt Sweeney (applicant); Wullenweber Motors, Inc. (owner)

LOCATION: Green Township: 6315 Harrison Avenue, on the west side of Harrison Avenue, north of the intersection with Belclare Road (Book 550, Page 221, Parcel 2)

RECOMMENDATIONS

STAFF: DENIAL

RZC: APPROVAL: Vote 4-1; October 17, 2013

REASONS

STAFF:

1. A large existing pole sign at the northern edge of the dealership parking area currently contains all freestanding signage for both the Walt Sweeney dealership and adjacent Glenway Auto Center body shop, as well as advertisement for auto-related products.
2. Green Township Land Use Plan Harrison Pike Corridor Strategy #4 encourages co-location of signage at coordinated access points within the corridor.
3. Displaying flags and balloons almost one week per month indefinitely would result in a semi-permanent effect on the corridor and may lead to other nearby retail uses or dealerships in other areas to make similar requests.

RZC: Concurred with staff on denial of temporary signs; Approved second freestanding sign with restrictions.

OTHER IMPORTANT POINTS OR ISSUES

1. In 2012, Wullenweber Motors became Walt Sweeney Used Cars Sales and began placing prohibited flags and balloons within the vehicle display area. The dealership was cited twice for violating the Zoning Resolution, resulting in the LASR request.
 2. The Walt Sweeney site currently has a total of 180 square feet of freestanding signage and the RZC LASR approval permits the site a maximum of 250 square feet of freestanding signage and 149.5 square feet of building signage. The applicant also has neon window signage covering the front of the dealership building.
 3. The Green Township Trustees unanimously recommended approval of the LASR request, with a modification that would have limited display of flags and balloons to eight display periods per year for three flags and 50 balloons.
 4. At the direction of RZC, staff reviewed the Zoning Codes of the six non-RZC townships in Hamilton County, Liberty and West Chester Township, Butler and Warren County, and the Cities of Cincinnati, Norwood and Blue Ash. Staff found that of the 13 jurisdictions studied, only Anderson, West Chester, and Norwood permit flags and balloons on a temporary basis and it appears that none of these three would have permitted the full LASR request.
-

BCC:

EDF/BDS



Green 2013-05 Walt Sweeney LASR

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

January 22, 2014

Board of Hamilton County Commissioners
County Administration Building
138 East Court Street, CAB 603
Cincinnati, Ohio 45202

Re: Contract for Sale and Purchase of Real Property without Buildings
Between the Hamilton County Engineer's Office and 7380 Beechmont Cincinnati, LLC

Honorable Board:

Please find attached a Resolution and one (1) original Contract for Sale and Purchase of Real Property without buildings, Parcel(s) 17-WL, T, HAM 125-5.20, located in Anderson Township, Hamilton County, Ohio.

The County shall pay to the seller the sum of Nineteen Thousand, Two-Hundred and Twenty-five Dollars and Zero Cents (\$19,225.00), which sum shall constitute the entire amount of compensation due to 7380 Beechmont Cincinnati, LLC for: A) the real property to be conveyed, including all fixtures; B) any and all damages to any residual lands of Seller; C) Seller's covenants set forth herein; D) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

In addition to foregoing the Nineteen Thousand, Two-Hundred and Twenty-five Dollars and Zero Cents (\$19,225.00), being paid for the reasons aforesaid, the County shall pay to 7380 Beechmont Cincinnati, LLC, the further sum of One Thousand, Six Hundred Dollars and Zero Cents (\$1,600.00), to offset any and all of the expenses the seller might incur for a survey of the residual lands of Seller at such future time as when Seller seeks to transfer all or any part of the residual lands of Seller.

In accepting such offset of One Thousand, Six Hundred Dollars and Zero Cents (\$1,600.00), the seller does hereby release and forever discharge the Hamilton County Engineers Office from all debts, claims, demands, actions and causes of action whatsoever, past, present or future which can or may be asserted, as a result of Seller obtaining a survey of the residual lands of Seller and/or the effects or consequences thereof.

The Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties, interest and for all other real estate taxes and assessments that are a lien as of the date on which this agreement closes.

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement.

This office recommends that your Honorable Board adopt the attached Resolution for the Contract for Sale and Purchase of Real Property.

Respectfully Submitted,



THEODORE B. HUBBARD, P.E. - P.S.
HAMILTON COUNTY ENGINEER

RESOLUTION AUTHORIZING A CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE WITHOUT BUILDINGS, BETWEEN HAMILTON COUNTY AND 7380 BEECHMONT CINCINNATI LLC, LOCATED IN ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO.

BY THE BOARD:

WHEREAS, the County shall pay to the seller the sum of Nineteen Thousand, Two-Hundred and Twenty-five Dollars and Zero Cents (\$19,225.00), which sum shall constitute the entire amount of compensation due to 7380 Beechmont Cincinnati, LLC for: A) the real property to be conveyed, including all fixtures; B) any and all damages to any residual lands of Seller; C) Seller's covenants set forth herein; D) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and

WHEREAS, In addition to foregoing the Nineteen Thousand, Two-Hundred and Twenty-five Dollars and Zero Cents (\$19,225.00), being paid for the reasons aforesaid, the County shall pay to 7380 Beechmont Cincinnati, LLC, the further sum of One Thousand, Six Hundred Dollars and Zero Cents (\$1,600.00), to offset any and all of the expenses the seller might incur for a survey of the residual lands of Seller at such future time as when Seller seeks to transfer all or any part of the residual lands of Seller; and

WHEREAS, In accepting such offset of One Thousand, Six Hundred Dollars and Zero Cents (\$1,600.00), the seller does hereby release and forever discharge the Hamilton County Engineers Office from all debts, claims, demands, actions and causes of action whatsoever, past, present or future which can or may be asserted, as a result of Seller obtaining a survey of the residual lands of Seller and/or the effects or consequences thereof; and

WHEREAS, 7380 Beechmont Cincinnati, LLC shall be exclusively responsible for all delinquent taxes and assessments, including penalties, interest and for all other real estate taxes and assessments that are a lien as of the date on which this agreement closes; and

WHEREAS, the consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement; and

WHEREAS, no Amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the said Agreement be and the same hereby is approved.

BE IT FURTHER RESOLVED that the County Administrator be and he hereby is authorized and directed to execute the Agreement.

BE IT FURTHER RESOLVED that the Clerk of the Board be and she hereby is authorized and directed to certify a copy of the Resolution to the County Engineer.

ADOPTED at a regular meeting of the Board of County Commissioners of Hamilton County, State of Ohio, this 22nd day of January, 2014.

Mr. Hartmann, _____

Mr. Monzel, _____

Mr. Portune, _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners in session this 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand affixed the Official Seal of the Office of the County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Jacqueline Panioto, County Clerk
Board of County Commissioners
Hamilton County, Ohio

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 17-WL,T
HAM 125 - 5.20

This Agreement is by and between the Hamilton County Engineer's Office ["Purchaser"] for the Hamilton County Board of County Commissioners and 7380 Beechmont Cincinnati, LLC, a Delaware corporation ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$19,225.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) .

In addition to the foregoing \$19,225.00 being paid for the reasons aforesaid, Purchaser shall pay to Seller the further sum of \$1,600.00 to offset any and all of the expenses Seller might incur for a survey of the residual lands of Seller at such future time as when Seller seeks to transfer all or any part of the residual lands of Seller. In accepting such offset of \$1,600.00, Seller does hereby release and forever discharge Purchaser from all debts, claims, demands, actions and causes of action whatsoever, past, present or future which can or may ever be asserted, as a result of Seller obtaining a survey of the residual lands of Seller and/or the effects or consequences thereof.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property

described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Hamilton County Engineer's Office and 7380 Beechmont Cincinnati, LL have executed this Agreement on the date(s) indicated immediately below their respective signatures.

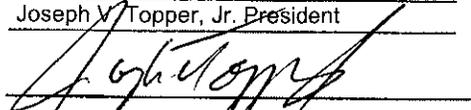
7380 BEECHMONT CINCINNATI, LL C

By: LGP Realty Holdings LP, its successor by merger

By: LGP Realty Holdings GP, LLC, its general partner

By:

Joseph V. Topper, Jr. President

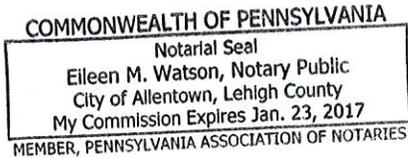


Date: 12/20/2013

COMMONWEALTH
STATE OF PENNSYLVANIA, COUNTY OF LEHIGH ss:

BE IT REMEMBERED, that on the 20TH day of DECEMBER, 2013, before me the subscriber, a Notary Public in and for said state and county, personally came the above named JOSEPH V. TOPPER, JR., who acknowledged being the PRESIDENT and duly authorized agent of LGP Realty Holdings GP LLC, general partner of LGP Realty Holdings LP, successor by merger to Cincinnati, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Eileen M. Watson
NOTARY PUBLIC
My Commission expires: 1-23-2017

Hamilton County Engineer's Office

Theodore E. Hubbard
Theodore E. Hubbard, P.E., P.S.
Hamilton County Engineer

Date: 1-9-2014

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the 9TH day of JANUARY, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Theodore E. Hubbard, P.E., P.S., the Hamilton County Engineer and duly authorized representative of Hamilton County Engineer's Office, who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Hamilton County Engineer's Office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Jerome A. Chessey
Notary Public, State of Ohio
My Commission Expires 06-18-2015

Jerome A. Chessey
NOTARY PUBLIC
My Commission expires: 6-18-2015

Board of County Commissioners, Hamilton Co. Ohio

Christian Sigman
Administrator

Date: _____

STATE OF OHIO, COUNTY OF HAMILON ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Christian Sigman, the Hamilton County Administrator and duly authorized representative of The Board of County Commissioners, Hamilton County, Ohio who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of The Board of County Commissioners, Hamilton County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

January 22, 2014

2
Board of Hamilton County Commissioners
Room 603, County Administration Building
138 East Court Street
Cincinnati, OH 45202

Re: Resolution to Set the Public Hearing
Dates for the Purpose of Replacing
Deficient Sidewalks and Drive Aprons
Project No.: 501401

Honorable Board:

In accordance with a Resolution adopted by your Honorable Board on May 17, 1989, which directed the Engineer to inspect sidewalks along Hamilton County Roads and to take steps to insure deficiencies are corrected, a construction project is proposed that will involve repairs to sidewalks and included drive aprons along various County Roads in Anderson, Delhi and Green Townships.

This office recommends you Honorable Board adopt the attached Resolution for the purpose of setting the date and time of the required Public Hearings.

Respectfully submitted,



for
THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER

RESOLUTION TO SET THE PUBLIC HEARING DATES FOR THE PURPOSE OF PROCEEDING WITH A CONSTRUCTION PROJECT TO MAKE REPAIRS TO SIDEWALKS AND INCLUDED DRIVE APRONS ALONG VARIOUS COUNTY ROADS IN ANDERSON, DELHI, AND GREEN TOWNSHIPS. ENGINEER'S PROJECT NO. 501401.

BY THE BOARD:

WHEREAS, this Board on May 17, 1989 and again on June 6, 2001 adopted policies regarding the repair, replacement, maintenance and construction of sidewalks along County Roads in the unincorporated sections of Hamilton County, Ohio; and

WHEREAS, that policy required the Hamilton County Engineer to cause inspections of sidewalks, along Hamilton County Roads, to be conducted at periodic intervals; and

WHEREAS, such inspection of approximately seventeen (17%) of such sidewalks were conducted during 2013 and the deficiencies found during the inspection were properly marked at the time and the property owners of record were notified of their legal obligation for repairs; and

WHEREAS, the property owners were advised of their right to make property repairs and that corrections not made by them or their agents would be made by the County of Hamilton, through contract, with costs of same to be billed against the property owner; and

WHEREAS, it is in the public's interest that repairs be made by a contract administered by the Hamilton County Engineer and O.R.C. 5543.10 confers upon this Board the authority to order such repair/replacement and the assessment of cost of same against the property owners; and

WHEREAS, that it is the intent of this Board to proceed with a construction contract to replace deficient sidewalks.

NOW, THEREFORE BE IT RESOLVED, that the 5th day of February, 2014, at 11:30 a.m. in Room 603 of the County Administration Building, 138 East Court Street, Cincinnati, Ohio, is fixed as the time and place for the **first** required public hearing to be held by this Board to hear any person, or persons wishing to be heard either for or against, the proposed construction contract, and the assessment of costs of same against the abutting property owners.

BE IT FURTHER RESOLVED, that the 5th day of March, 2014, at 11:30 a.m., Room 603 of the County Administration Building, 138 East Court Street, Cincinnati, Ohio, is fixed as the time and place for the **second** required public hearing to be held by this Board to hear any person, or persons wishing to be heard either for or against, the proposed construction contract, and the assessment of costs of same against the abutting property owners.

BE IT FURTHER RESOLVED, that the Clerk of this Board be, and hereby is directed to certify a copy of this Resolution to the County Auditor and the County Engineer.

ADOPTED at a regular meeting of the Board of County Commissioners of Hamilton County, Ohio this 22nd day of January, 2014.

Mr. Hartmann, _____

Mr. Monzel, _____

Mr. Portune, _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners, Hamilton County, Ohio, in session this 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of the County Commissioners of Hamilton County, Ohio this 22nd day of January, 2014.

Jacqueline Panioto, County Clerk
Board of County Commissioners
Hamilton County, Ohio

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Family Motor Coach Association	8291 Clough Pike Cincinnati, OH 45244	500-0042-0008	8315 Clough Pike	20	0
Shriji Properties, LLC.	4173 Brandonmore Dr. Cincinnati, OH 45255	500-0042-0010	8345 Clough Pike	20	0
Arden Courts of Anderson Properties, LLC.	C/O Thomson Reuters 7500 N. Dobson Rd. #300 Scottsdale, AZ 85256	500-0360-0274	6870 Clough Pike	40	0
L.G. & Pauline Martin	Cincinnati, OH 45230-3720	500-0343-0253	1139 Birney Lane	20	0
Julie Awick	Cincinnati, OH 45230-3720	500-0343-0254	1147 Birney Lane	0	48
Zion Lutheran Church of Mt. Washington	Cincinnati, OH 45230-3720	500-0343-0255	1153 Birney Lane	0	60
Linda Cappell Lawson & Harold Lawson, II	Cincinnati, OH 45230-2953	500-0342-0353	1285 Birney Lane	20	0
Russell L. & Sheena J. Zimmer	4971 Mt Alverno Road Cincinnati, OH 45238	540-0041-0252	4971 Mt Alverno Road	20	0
Nancy Rutenschroer Durban	4947 Mt Alverno Road Cincinnati, OH 45238	540-0041-0413	4947 Mt Alverno Road	0	20
Daniel J. Ahrman	4913 Mt Alverno Road Cincinnati, OH 45238	540-0041-0601	4913 Mt Alverno Road	20	0
Joseph O. Schaefer	4375 Mt Alverno Road Cincinnati, OH 45238	540-0012-0420	4375 Mt Alverno Road	40	0
Larry A. Taylor	4367 Mt Alverno Road Cincinnati, OH 45238	540-0012-0419	4367 Mt Alverno Road	40	10
Karen L. Kelley	4315 Mt Alverno Road Cincinnati, OH 45238	540-0012-0366	4315 Mt Alverno Road	44	0
Stacey Moorehead	5052 Mt Alverno Road Cincinnati, OH 45238	540-0042-0405	5052 Mt Alverno Road	40	0
John C. & Duwana G. Osborne	5032 Mt Alverno Road Cincinnati, OH 45238	540-0042-0409	5032 Mt Alverno Road	20	0
Robin Childs	4594 Mt Alverno Road Cincinnati, OH 45238	540-0041-0467	4594 Mt Alverno Road	20	0
David L. & Janet M. Lykins	303 Pedretti Ave Cincinnati, OH 45238	540-0041-0170	303 Pedretti Ave	40	0
Mark H. Prantl	6194 Stirrup Road Cincinnati, OH 45244	540-0010-0226	4200 Skylark Drive	40	0
William H. & Michele A. Hamilton	4287 Paul Road Cincinnati, OH 45238	540-0012-0313	4287 Paul Road	0	20
John A. & Deborah A. Hancock	4279 Paul Road Cincinnati, OH 45238	540-0012-0314	4279 Paul Road	20	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Shirley W. Lyman, Tr.	4526 Delhi Road Cincinnati, OH 45238	540-0041-0105	403 Pedretti Ave	60	0
Maritza Maldonado	413 Pedretti Ave Cincinnati, OH 45238	540-0041-0181	413 Pedretti Ave	20	0
Mary Burg	449 Pedretti Ave Cincinnati, OH 45238	540-0040-0384	449 Pedretti Ave	10	0
Bud L. & Jessica A. Strudthoff	451 Pedretti Ave Cincinnati, OH 45238	540-0040-0396	451 Pedretti Ave	10	0
Qi Jiang	473 Pedretti Ave Cincinnati, OH 45238	540-0040-0387	473 Pedretti Ave	0	24
Beverly J. Bepler, Tr.	1861 Forest View Ct. Cincinnati, OH 45233	540-0040-0121	475 Pedretti Ave	20	0
Simple Realty Solutions, LLC.	Road Cincinnati, OH 45233	540-0040-0348	491 Pedretti Ave	20	0
Ronald F. & Betty L. Auel	3550 Rackacres Drive Cincinnati, OH 45211	540-0040-0541	493 Pedretti Ave	20	0
Bruce Krone, Tr.	602 Main St., Ste. 302 Cincinnati, OH 45202	540-0040-0610	Pedretti Ave	40	0
Thomas K. & Tabatha J. Schroeder	314 Pedretti Ave Cincinnati, OH 45238	540-0012-0442	314 Pedretti Ave	20	0
Robert A. Sr. & Joan F. Sanker Tr.	307 Bob Drive Cincinnati, OH 45238	540-0012-0067	Pedretti Road	28	0
Pierce E. Boyne & Amy M. McKeown	414 Pedretti Ave Cincinnati, OH 45238	540-0012-0062	414 Pedretti Ave	20	0
Patrick Emmett	2206 Townsend Drive Cincinnati, OH 45238	540-0012-0063	416 Pedretti Ave	20	0
Delhi Township Board of Trustees	934 Neeb Road Cincinnati, OH 45233	540-0012-0283	Glenhaven Rd	0	16
Shawn M. & Tamara S. Brooks	522 Pedretti Ave Cincinnati, OH 45238	540-0013-0031	522 Pedretti Ave	0	0
Oak Hills Local School District	6325 Rapid Run Road Cincinnati, OH 45233	540-0100-0243	585 Neeb Road	32	0
Delhi Township Board of Trustees	934 Neeb Road Cincinnati, OH 45233	540-0100-0046	934 Need Road	40	20
Peter J. Tsivitse, Jr.	672 Neeb Road Cincinnati, OH 45233	540-0070-0037	672 Neeb Road	20	0
Deanna Jones	226 Elbern Ave. Harrison, OH 45030	540-0062-0082	876 Neeb Road	80	0
Marty L. & Cynthia J. Arnold	984 Neeb Road Cincinnati, OH 45233	540-0061-0008	984 Neeb Road	40	0
Glenn A. & Margaret J. Smith	1010 Neeb Road Cincinnati, OH 45233	540-0061-0044	1010 Neeb Road	12	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
3T and E Properties, LLC.	4947 Delhi Pike Cincinnati, OH 45238	540-0041-0169	4947 Delhi Pk	20	0
Sheree Perry	4939 Delhi Pike Cincinnati, OH 45238	540-0041-0490	4937 Delhi Pk	20	0
Bre Retail Residual Owner I, LLC.	420 Lexington Ave. New York, NY 10170	540-0042-0008	5130 Delhi Pk	90	20
O'Reilly Automotive Inc.	P.O. Box 06116 Chicago, IL 60606	540-0042-0377	5162 Delhi Pk	0	20
Brian & Karen Cromer	5380 Julmar Dr. Cincinnati, OH 45238	550-0142-0064	5380 Julmar Dr.	20	0
Dennis P. & Ellen Marie Smith	1763 Sylved Ln. Cincinnati, OH 45238	550-0142-0086	1763 Sylved Ln.	20	0
Philip S. & Lori A. Ramstetter	5392 Julmar Dr. Cincinnati, OH 45238	550-0142-0069	5392 Julmar Dr.	20	0
Charles T. Tripp	1820 Sylved Ln. Cincinnati, OH 45238	550-0142-0159	1820 Sylved Ln.	24	0
Margaret Helen Broviac, Tr.	1840 Sylved Ln. Cincinnati, OH 45238	550-0142-0234	1840 Sylved Ln.	20	0
Thomas F. & Mary Beth Perrmann	5556 Sidney Rd. Cincinnati, OH 45238	550-0143-0144	5556 Sidney Rd.	20	0
Edward J. Mangold, Jr.	5514 Sidney Rd. Cincinnati, OH 45238	550-0143-0152	5514 Sidney Rd.	20	0
Frank R. & Mary Lynn Costa	5454 Sidney Rd. Cincinnati, OH 45238	550-0140-0489	5454 Sidney Rd.	20	0
Pamela Sue Johnson	5428 Sidney Rd. Cincinnati, OH 45238	550-0140-0478	5428 Sidney Rd.	20	0
Ruth F. Dornbusch	5424 Sidney Rd. Cincinnati, OH 45238	550-0140-0282	5424 Sidney Rd.	20	0
Donald P. Schroeder & Danny Allen Thomas	5408 Sidney Rd. Cincinnati, OH 45238	550-0140-0279	5408 Sidney Rd.	40	20
Thomas E. & Judith A. Ellis	5400 Sidney Road Cincinnati, OH 45238	550-0140-0277	5400 Sidney Rd.	20	0
Arthur J. Esterkamp	5350 Sidney Road Cincinnati, OH 45238	550-0140-0135	5350 Sidney Rd.	0	25
Grace R. Busby, Tr.	5326 Sidney Road Cincinnati, OH 45238	550-0140-0151	5326 Sidney Rd.	16	0
Katrina Hellman	5286 Sidney Road Cincinnati, OH 45238	550-0041-0311	5286 Sidney Rd.	20	0
William K. Burgin	5168 Sidney Road Cincinnati, OH 45238	550-0041-0032	5168 Sidney Rd.	16	0
Betty Marie Lehr	5146 Sidney Road Cincinnati, OH 45238	550-0041-0005	5146 Sidney Rd.	20	0

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Western Hills Church of Christ	5100 Muddy Creek Rd Cincinnati, OH 45238	550-0041-0002	5064 Sidney Rd.	0	88
Eugene & Patricia Shelton	5489 Sidney Road Cincinnati, OH 45238	550-0143-0092	5489 Sidney Rd.	20	0
Jane Wilkinson & Sandra L. Phelps	5750 Sheed Road Cincinnati, OH 45238	550-0041-0405	5287 Muddy Creek Road	20	0
Max & Angela Hofmeyer	2413 Elberon Ave Cincinnati, OH 45204	550-0041-0051	5231 Sidney Rd.	20	0
Thomas J. & Terisa Nadler	5187 Sidney Road Cincinnati, OH 45238	550-0041-0123	5187 Sidney Rd.	12	0
Jacqueline L. Henthorn	3439 Cheviot Road Cincinnati, OH 45211	550-0041-0385	5167 Sidney Rd.	12	0
Lilly M. & Harold G. Crabtree	5159 Sidney Road Cincinnati, OH 45238	550-0041-0331	5159 Sidney Rd.	24	0
Carla Ann & Steve O'Dell	5155 Sidney Road Cincinnati, OH 45238	550-0041-0128	5155 Sidney Rd.	36	0
Patricia A. Salmon	5147 Sidney Road Cincinnati, OH 45238	550-0041-0404	5147 Sidney Rd.	20	0
Gary A. & Jan C. Louderback	5125 Sidney Road Cincinnati, OH 45238	550-0041-0301	5125 Sidney Rd.	20	0
Lytle D. & Heather C. Brown Jr.	2702 Westbourne Dr. Cincinnati, OH 45248	550-0163-0127	2702 Westbourne Dr.	0	24
Teresa Roy & Mark Jostworth	2728 Westbourne Dr. Cincinnati, OH 45248	550-0163-0125	2728 Westbourne Dr.	20	0
Robert V. Stouffer	2822 Westbourne Dr. Cincinnati, OH 45248	550-0163-0118	2822 Westbourne Dr.	0	24
Jean M. Lamont, Tr.	2916 Westbourne Dr. Cincinnati, OH 45248	550-0133-0261	2916 Westbourne Dr.	0	100
Arden M. Kube	5448 Robert Ave Cincinnati, OH 45248	550-0133-0210	5448 Robert Ave	20	0
Equity Sales Professionals LLC.	7808 S. Montreal Ct. Cincinnati, OH 45241	550-0132-0153	3126 Westbourne Dr.	20	0
Lawrence G. Burke	3136 Westbourne Dr. Cincinnati, OH 45248	550-0132-0154	3136 Westbourne Dr.	20	28
Ronald W. & Sharon A. Jansing	3168 Westbourne Dr. Cincinnati, OH 45248	550-0132-0211	3168 Westbourne Dr.	16	0
Patricia A. Walker	3182 Westbourne Dr. Cincinnati, OH 45248	550-0132-0212	3182 Westbourne Dr.	36	20
3274 Westbourne S.B. Inc.	3274 Westbourne Dr. Cincinnati, OH 45248	550-0132-0261	3274 Westbourne Dr.	20	16

2014 SIDEWALK REPAIR LIST PROJECT NO. 501401

OWNERNAME	OWNADDR1	PARCELID	OWNADDR2	SWSF	DRSF
Time Warner Cable Midwest LLC.	7820 Crescent Executive Dr. Charlotte, NC 28212	550-0132-0036	3290 Westbourne Dr.	20	0
Nationwide Properties	3344 Westbourne Dr. Cincinnati, OH 45248	550-0132-0038	3344 Westbourne Dr.	0	40
Andrew C. & Kathryn M. Stender	4733 Highland Oak Dr. Cincinnati, OH 45248	550-0132-0136	3151 Westbourne Dr.	0	20
Mutual Investments LLC.	6380 Cheviot Road Cincinnati, OH 45247	550-0081-0381	5675 Cheviot Road	24	0
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0380	5683 Cheviot Road	20	0
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0379	5691 Cheviot Road	20	0
Howard P. Hock, Tr.	6042 Quailhill Dr. Cincinnati, OH 45233	550-0081-0378	5697 Cheviot Road	0	40
Dorse & Mary E. Hinkle, Tr.	7164 Crown Pointe Dr. Hamilton, OH 45011	550-0081-0181	5721 Cheviot Road	20	0
Armstrong Properties Ltd	5739 Cheviot Road #1 Cincinnati, OH 45247	550-0081-0184	5739 Cheviot Road	60	0
Shop 5700 LLC.	5700 Cheviot Road Cincinnati, OH 45247	550-0081-0030	5700 Cheviot Road	20	0
Joseph V. Frey Jr.	8270 Livingston Road Cincinnati, OH 45239	550-0081-0034	5716 Cheviot Road	0	16
Chris & Linda R. Batsakis	4145 Timberpoint Cincinnati, OH 45247	550-0081-0038	5740 Cheviot Road	20	0
EMF Properties Inc.	5752 Cheviot Road Cincinnati, OH 45247	550-0081-0040	5750 Cheviot Road	20	0
Mendos Inc.	7778 Colerain Ave Cincinnati, OH 45239	550-0081-0042	Cheviot Road	0	40
SCF Lazarovski LLC.	5959 Siler Drive Cincinnati, OH 45239	550-0081-0044	5786 Cheviot Road	0	40
J. D. Schoenling Inc.	5790 Cheviot Road Cincinnati, OH 45247	550-0081-0046	5796 Cheviot Road	0	20
Timothy C. Becker	3281 Blue Rock Road Cincinnati, OH 45239	550-0082-0518	3281 Blue Rock Road	20	0
Terry L. Burnside	3269 Blue Rock Road Cincinnati, OH 45239	550-0082-0532	3269 Blue Rock Road	20	0

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

January 22, 2014

Board of Hamilton County Commissioners
County Administration Building
138 East Court Street, Room 603
Cincinnati, OH 45202

Re: Third Amendment to an Agreement
With Stantec Consulting Services, Inc.
For the Improvement of Pippin Road (Southern Portion), Galbraith Road to Compton Road
Located in Colerain Township, Hamilton County, Ohio
Project No. 501005

Honorable Board:

Please find attached, a Resolution and four (4) originals of a Third Amendment to a Consulting Engineering Agreement with the firm of Stantec Consulting Services, Inc., for the purpose of making a Third Amendment to the above referenced Agreement.

This office recommends your Honorable Board adopt the attached Resolution authorizing said Agreement and the Administrator to execute same.

Respectfully submitted,



THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER

On motion of Mr. _____, the following Resolution was adopted...

RESOLUTION AUTHORIZING THIRD AMENDMENT TO A CONSULTING ENGINEERING AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. ENGINEER'S PROJECT NO. 501005

BY THE BOARD:

WHEREAS, on September 21, 2011, the Board of Hamilton County Commissioners, entered into an Agreement with Stantec Consulting Services, Inc., to provide for the preparation of plans, specifications and estimated quantities for the improvement of Pippin Road (Southern Portion) and Galbraith Road to Compton Road, located in Colerain Township; and

WHEREAS, under the Agreement the County agreed to expend a sum not to exceed Three Hundred and Eighty-nine Thousand, Nine Hundred and Fourteen Dollars and zero cents (\$389,914.00) to pay for the specified engineering services; and

WHEREAS, on November 7, 2012, the Board of Hamilton County Commissioners entered into an Amendment No. 1 to said Agreement with Stantec Consultant Services, Inc., as shown in Volume 328, Images 3556 to 3587 and the County agreed to increase the maximum prime compensation by an amount of Ninety-two Thousand, Three Hundred and Forty-one Dollars and zero cents (\$92,341.00) to a total of Four Hundred and Eighty-two Thousand, Two Hundred and Fifty-five Dollars and zero cents (\$482,255.00); and

WHEREAS, on May 22, 2013, the Board of Hamilton County Commissioners entered into an Amendment No. 2 to said Agreement with Stantec Consultant Services, Inc., as shown in Volume 330, Images 2933 to 2964 and the County agreed to increase the maximum prime compensation by an amount of One Hundred and Eighty-two Thousand, Six Hundred and Fifty-two Dollars and zero cents (\$182,652.00) to a total of Six Hundred and Sixty-four Thousand, Nine Hundred and Seven Dollars and zero cents (\$664,907.00); and

WHEREAS, it is now in the County's interest to revise the Work Description of the Agreement so as to include the preparation of plans for the modifications/improvement of the traffic signal at the intersection of Galbraith Road and Pippin Road and the completion of a Phase II Environmental Site Assessment (ESA) for the Northgate Auto Services site and to increase the maximum prime compensation by an amount of Nineteen Thousand, One Hundred and Fifteen Dollars and zero cent (\$19,115.00) to a total of Six Hundred and Eighty-four Thousand, Twenty-two Dollars and zero cents (\$684,022.00); and to extend the contract with the Professional Engineer to May 9, 2014; and

WHEREAS, said funds are currently available for certification in Project Accounting Permissive Auto Fund 920-007, OCA 500002, Object Level 3-0949.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator be, and he hereby is authorized and directed to execute the Third Amendment.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and is hereby authorized and directed to certify a copy of this Resolution to the County Engineer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this 22nd day of January, 2014.

Mr. Hartmann, _____

Mr. Monzel, _____

Mr. Portune, _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 20 14.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 20 14.

Jacqueline Panioto, County Clerk
Board of County Commissioners
Hamilton County, Ohio

HAMILTON COUNTY, OHIO
AMENDMENT TO CONSULTANT AGREEMENT
PIPPIN ROAD – SOUTHERN PORTION
GALBRAITH ROAD TO COMPTON ROAD
PROJECT NO. 501005

This THIRD AMENDMENT to an AGREEMENT, dated September 21, 2011, for the improvement of Pippin Road – Southern Portion in Colerain Township, hereinafter referred to as the "PROJECT", is made this 22nd day of January, 2014, by and between the Board of Hamilton County Commissioners, hereinafter referred to as the "COUNTY", on behalf of the County Engineer, hereinafter referred to as the "ENGINEER", and ENTRAN, now known as Stantec Consulting Services, Inc., hereinafter referred to as the "CONSULTANT".

On September 21, 2011, the COUNTY and the CONSULTANT entered into an AGREEMENT, as shown in Volume 323, Images 16040 to 16107, to provide for the preparation of plans, specifications, and estimated quantities for the PROJECT and the COUNTY agreed to expend a sum not to exceed Three Hundred and Eighty-nine Thousand, Nine Hundred and Fourteen Dollars and zero cents (\$ 389,914.00) to pay for the specified engineering services.

On November 7, 2012, the COUNTY and the CONSULTANT through the FIRST AMENDMENT, as shown in Volume 328, Images 3556 to 3587, agreed to amend this AGREEMENT and the COUNTY agreed to increase the maximum total compensation by an amount of Ninety-two Thousand, Three Hundred and Forty-one Dollars and zero cents (\$ 92,341.00) to a total of Four Hundred and Eighty-two Thousand, Two Hundred and Fifty-five Dollars and zero cents (\$ 482,255.00).

On May 22, 2013, the COUNTY and the CONSULTANT through the SECOND AMENDMENT, as shown in Volume 330, Images 2933 to 2964, agreed to amend this AGREEMENT and the COUNTY agreed to increase the maximum total compensation by an amount of One Hundred and Eighty-two Thousand, Six Hundred and Fifty-two Dollars and zero cents (\$ 182,652.00) to a total of Six Hundred and Sixty-four Thousand, Nine Hundred and Seven Dollars and zero cents (\$ 664,907.00).

It is now in the COUNTY's interest to revise the WORK DESCRIPTION of the AGREEMENT so as to include the preparation of plans for the modification/improvement of the traffic signal at the intersection of Galbraith Road and Pippin Road and the completion of a Phase II Environmental Site Assessment (ESA) for the Northgate Auto Services site.

The CONSULTANT agrees to faithfully and diligently perform the work to the reasonable satisfaction of the COUNTY, consistent with industry standards in the profession for this type of work and in accordance with the terms and conditions of the original AGREEMENT, previous AMENDMENT(s) and/or this AMENDMENT, including the terms and conditions recited in Attachment A, the CONSULTANT's fee proposal for the additional work, that is hereby incorporated into this AMENDMENT as if fully written herein.

The COUNTY also agrees to increase the maximum total compensation by an amount of **Nineteen Thousand, One Hundred and Fifteen Dollars and zero cents (\$ 19,115.00)** to a total of **Six Hundred and Eighty-four Thousand, Twenty-two Dollars and zero cents (\$ 684,022 .00)** and to extend the contract with the CONSULTANT to **May 9, 2014**. By this date, all work on the PROJECT must be complete. This will include the submission of final construction and/or right-of-way plans, quantities, notes and specifications; the submission of final mylars and the final billing for the PROJECT work.

It is intended that the AMENDMENT to the AGREEMENT and the Attachment(s) be construed harmoniously wherever possible in order to carry out the full intent of the parties. However, should there be a conflict between any provision(s) of the AGREEMENT, any provision(s) of the AMENDMENT or any provision(s) contained in the Attachment(s) or Exhibit(s), or between provision(s) of the Attachment(s) or Exhibit(s) themselves, the provision(s) granting greater rights or remedies to the COUNTY, or imposing the greater duty, standard, responsibility or obligation on the CONSULTANT shall govern.

It is hereby agreed by and between the COUNTY and the CONSULTANT that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to AGREEMENT to be executed as of the day and year written above.

CONSULTANT:

By: 
Authorized Agent - Signature

Jon R. Cox
Authorized Agent's Name - Printed

Principal
Authorized Agent's Title

HAMILTON COUNTY:

By: 
County Engineer

Board of County Commissioners, Hamilton County, Ohio

By: _____
County Administrator

Approved as to Form:

By: 
Assistant Prosecuting Attorney

RESOLUTION RE- APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY

H

BY THE BOARD:

WHEREAS, on August 13, 2008 in accordance with R.C.4582.21 through 4589.59 and as requested by the Port of Greater Cincinnati Development Authority ("Port Authority"), the Hamilton County Board of County Commissioners adopted a resolution authorizing amendments to the agreement for the creation of the Port Authority. The amendments enable the Port Authority to more effectively engage in the activities authorized by Ohio Law, including economic development activities; and

WHEREAS, pursuant to the Amended and Restated Port Authority Agreement, the members of the Board of Directors of the Port Authority will number 10, of whom five will be appointed by the Mayor of the City of Cincinnati with advice and consent of Council, and five will be appointed by the Board of County Commissioners of Hamilton County, Ohio; and

WHEREAS, Mr. David O. Smith has expressed a willingness to accept re-appointment as a member of the Board of Directors of the Port of Greater Cincinnati Development Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby re-appoint Mr. David O. Smith, 448 Cloverwood Drive, Mason, Ohio 45040 to the Port Authority Board for a term that expires December 31, 2018; and

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby authorized and directed to certify copies of this Resolution to the appointee herein named; Christian Sigman, Hamilton County Administrator; Mayor John Cranley, City of Cincinnati; Laura N. Brunner, President/CEO of the Port Authority; and interim City Manager, Scott Stiles, City of Cincinnati.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners this 22nd day of January, 2014.

Mr. Hartmann_____

Mr. Monzel_____

Mr. Portune_____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session the 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

5

**HAMILTON COUNTY, OHIO
TO: BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO**

Petition for the Annexation of 1.4315 Acres from Harrison Township to the City of Harrison, Ohio, Parcel Number 560-80-32, owned by Beverly Schutte, located at 10320 Harrison Avenue, Harrison, Ohio 45030.

Beverly Schutte, 10405 Farmland Drive, Harrison, Ohio 45030, being the sole owner of certain real estate, Parcel Number 560-80-32, consisting of 1.4315 acres located at 10320 Harrison Avenue, Harrison, Ohio 45030, hereby petitions for the annexation of the property from Harrison Township to the City of Harrison, Ohio pursuant to Ohio Revised Code, Section 709.023.

A full and accurate plat of said property is attached hereto as Exhibit A. A full and accurate description of said property is attached hereto as Exhibit B. Both Exhibits A and B are incorporated herein by reference. The property is, as accurately depicted on Exhibit A adjacent to and contiguous with parcels in the City of Harrison.

Donald J. Meyer, Jr., 1005 Harrison Avenue, Harrison, Ohio 45030, (513) 367-2141, is hereby appointed as agent for the purposes of processing this petition.

There is only one owner of the property, as defined in Section 709.02 of the Ohio Revised Code sought to be annexed by this petition.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONER'S ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SPECIAL ANNEXATION PROCEDURE.

DATE: 1/13, 2014

By: Beverly Schutte
BEVERLY SCHUTTE

J.K.P.
JAN 16 2014

EXHIBIT B

1.4315 ACRE ANNEXATION
LEGAL DESCRIPTION

Situate in Section 29, Town 2, Range 1 East, Harrison Township, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the northeast corner of Section 29;

THENCE with the north line of Section 29, North 88 degrees 30 minutes 10 seconds West, 22.44 feet;

THENCE leaving said section line, South 33 degrees 38 minutes 29 seconds West, 118.05 feet to an existing 5/8" iron pin in the southerly line of I-74 and the TRUE POINT OF BEGINNING;

THENCE South 33 degrees 38 minutes 30 seconds West, 235.45 feet to the northerly line of Harrison Avenue, witnessed by a 5/8" iron bearing South 33 degrees 38 minutes 30 seconds West, 0.96 feet;

THENCE with the northerly line of Harrison Avenue, North 50 degrees 57 minutes 26 seconds West, 300.19 feet, witnessed by a 5/8" iron bearing South 33 degrees 38 minutes 41 seconds West, 3.03 feet;

THENCE leaving said road, North 33 degrees 38 minutes 41 seconds East, 113.32 feet to an existing Nordloh 5/8" iron pin;

THENCE South 88 degrees 40 minutes 10 seconds East, 78.64 feet to a existing Nordloh 5/8" iron pin;

PAGE 2 OF 2

1.4315 ACRE ANNEXATION
LEGAL DESCRIPTION

THENCE North 72 degrees 29 minutes 20 seconds East, 62.01 feet to an existing Nordloh 5/8" iron pin;

THENCE South 88 degrees 30 minutes 10 seconds East, 49.54 feet to an existing Nordloh 5/8" iron pin;

THENCE South 47 degrees 47 minutes 44 seconds East, 153.26 feet to the TRUE POINT OF BEGINNING, and containing 62,356.94 square feet or 1.4315 acre(s) of land, more or less.

Prepared by Buford L. Payne, Professional Surveyor No. 5385 from a survey done under my direction on March 12, 2010.

The above described tract being all of the property conveyed to Beverly Schutte by Official Record 12197 Page 2124 of the Hamilton County Recorder's Office

/jobs/3400_/a3487anx

10/14/2013



Buford L. Payne
10-14-13

LIST OF PROPERTY OWNERS
Property Subject to Annexation Petition

Parcel Number: 560-0080-0073-00
Rothel & Berna Bray
10350 Harrison Avenue
Harrison, Ohio 45030

Parcels on Harrison Avenue
Hamilton County Commissioners
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

Parcel Number: 561-0015-0014-00
Cathryn M. Hayes
3618 Lawrenceburg Road
North Bend, Ohio 45052

Parcel Number: 561-0015-0015-00
David T. Buken
P.O. Box 62081
Cincinnati, Ohio 45262

Parcel Number: 561-0015-0016-00
Walter L. Humphrey, Jr.
6665 Netherland Avenue
Middletown, Ohio 45044

Parcel Number: 561-0018-0001-00
State of Ohio
505 S. State Route 741
Lebanon, Ohio 45036

Parcel Number: 561-0018-0040-00
RPL Investments LLC
10250 Harrison Avenue
Harrison, Ohio 45030

JAC

RESOLUTION NUMBER P001-14
AUTHORIZING THE AWARD OF RFQ# 035-13 AND EXECUTION OF
AN AGREEMENT BETWEEN THP LIMITED, INC. AND
THE BOARD OF HAMILTON COUNTY COMMISSIONERS
ON BEHALF OF FACILITIES
FOR STRUCTURAL ENGINEERING SERVICES

6
BY THE BOARD:

WHEREAS, Facilities has a need to procure services for structural engineering; and

WHEREAS, in accordance with 307.86 et seq., Hamilton County advertised for competitive bids (RFQ 035-13); and

WHEREAS, 4,980 vendors received notification of this Request for Qualifications and three (3) proposals were received, and the bid results are listed below:

1. THP, Limited
2. KZF Design
3. Schaefer, Inc.

; and

WHEREAS, the qualifications submitted by THP, Inc. was evaluated and determined to have best met the requirements; and

WHEREAS, Facilities recommends to this board, based upon its evaluation, that the Request for Qualifications be awarded to THP, Limited; and

WHEREAS, the Purchasing Director has participated in the evaluation and review, and is in agreement with the award proposed by Facilities; and

WHEREAS, the Prosecutor has reviewed the agreement and has approved it as to form; and

WHEREAS, the total dollar value of this agreement shall not exceed \$20,000 and will be purchased with General Fund money over the life of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to enter into the agreement with THP, Limited and authorizes the Purchasing Director to enter into any subsequent renewals, amendments and or purchase orders.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; JoAnn Cramer, Purchasing Director; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

MASTER PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS PROFESSIONAL DESIGN SERVICES AGREEMENT

(the "Agreement") is made and entered into on January 1, 2014 (the "Effective Date"), by and between the Board of County Commissioners, Hamilton County, Ohio (the "Board") and THP Limited, Inc. ("Engineer").

WITNESSETH:

WHEREAS, on June 11, 2013, the Board issued a Request for Qualifications seeking proposals from firms capable of providing professional engineering services to the Board's Department of County Facilities; and

WHEREAS, Engineer has expertise in the area of professional design, which services include, but are not limited to, engineering design services in structural, architectural, mechanical and electrical, interior design, commissioning, code consulting, planning and construction cost analysis and control, construction documents, construction contract administration, design standards, statements on opinions of probable cost, feasibility studies, master planning, and existing facility condition reports and is willing to provide professional design services to the Board, and its Department of Facilities upon mutual agreement on the terms and conditions set forth herein; and

WHEREAS, the Board is willing to engage Engineer to provide such services on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

Section 1 Scope of Services

1.1 The Services. Engineer agrees to provide for the Board certain professional engineering services as such services are requested by the Board and accepted by Engineer, from time to time, pursuant to the "Scope of Services Schedules," ("Schedules"), in the form attached hereto as Exhibit A, or in such other form as the parties may agree, which are executed by both parties (the professional engineering services provided by Engineer under Schedules are the "Services"). The Board agrees that Engineer shall have access to the Board's staff and resources as necessary to perform the Services. In the event Engineer anticipates at any time that it will not be able to provide the Services in the manner agreed to herein, shall immediately notify the Board in writing of such event. The Engineer shall not perform any services which are not specifically provided for in the Scope of Services Schedule. All other services shall be furnished by others retained by the County.

1.1.1 If an individual Schedule provides for Design and Construction Contract Administration Services, the parties agree that AIA Document B201-2007, "Standard Form of Architect's Services: Design and Construction Contract Administration" and AIA Document A201-2007, "General Conditions of the Contract for Construction", copies of which are attached hereto as Exhibits C and D and incorporated by reference herein, set forth the basic description of the Design and Construction Contract Administration Services to be performed by Engineer. The parties acknowledge and agree that all references within Exhibits C and D to "Architect" are replaced by the term "Engineer". The parties acknowledge and agree that the scope of the Design and Construction Contract Administration Services set forth in Exhibits C and D may be supplemented by an individual Schedule. Further, the parties acknowledge and agree that Exhibit D may be amended from time to time by the Board and the Engineer shall perform its Design and Construction Contract

Administration Services in accordance with the most recent version of Exhibit D provided to Engineer by the Board.

1.1.2 The scope of all Services, other than Design and Construction Contract Administration Services, shall be adequately detailed and defined by the parties in an individual Schedule.

1.1.3 All electronic CADD (Computer Assisted Design and Drafting) drawings will be provided to the Department of County Facilities in AutoCAD .dwg format and in accordance with the Hamilton County Layer Standard, hereto attached as Exhibit E and incorporated by reference herein, unless directed otherwise by the Director of County Facilities.

1.2 Staffing; Relationship of Parties. In fulfilling its obligations under Schedules, Engineer shall provide experienced, licensed and qualified individuals to perform the Services. When executed by the Board and Engineer, each Schedule and any exhibits or attachments thereto will be incorporated by reference into this Agreement, and all Services will be provided under the terms of this Agreement and the applicable Schedule. This Agreement and any Schedule shall be interpreted and construed to harmonize all of the provisions herein and therein to the extent possible. However, in the event of an irreconcilable conflict between provisions of this Agreement and provisions of the Schedule or an Exhibit, the provisions of this Agreement shall apply. Engineer acknowledges and agrees that: (i) the Board will have no responsibility to provide to Engineer or its assigned employees insurance, vacation, or other fringe benefits normally associated with employee status, including, but not limited to participation in any welfare benefit plan sponsored by the Board for the benefit of its employees; (ii) Engineer will not hold itself or its staff out as nor claim to be an officer, partner, joint venturer, employee or agent of the Board; (iii) Engineer shall be responsible for reporting, withholding and payment of all income, unemployment, FICA or similar taxes for Engineer and its staff; (iv) Engineer shall, at its own expense, comply with all applicable laws, including but not limited to the National Labor Relations Act, the Americans With Disabilities Act, all applicable employment discrimination laws, overtime laws, immigration laws, workers' compensation laws, and occupational safety and health laws and any regulations related thereto; (v) due to requirements set forth within Ohio Revised Code, prior to performing Services, Engineer and Consultant Employees may be required to undergo local, state (BCI), and federal (FBI) criminal records check. If a record check is required, Engineer must provide the Board with a copy of an Employee's background record check and obtain the Board's approval before the Employee can provide Services under a Schedule. The Board may withhold its approval in its sole discretion. The Board shall issue a maximum of ten photo identification badges for the Engineer's Employees, including Consultant Employees; and (vi) the Board may require the Engineer to provide one or more Engineer's Employee(s) to be onsite full time at a facility of the Board's choosing while Services are being provided pursuant to a particular Schedule. In this event, the Board shall provide a work area and equipment necessary to provide the Services.

1.3 Standard of Care. Engineer accepts the relationship of trust and confidence established between Engineer and the Board by this Agreement. Engineer covenants with the Board to furnish its professional skill and judgment in performing its obligations under this Agreement. Engineer represents that it is experienced in projects of similar scope, function, size, quality, complexity and detail. Given that status, experience and skill, Engineer represents, covenants, and agrees that all of the Services to be furnished by Engineer and its Consultants under or pursuant to this Agreement shall be performed in a manner consistent with that standard of professional care, skill, diligence and quality which prevail among professional design and consulting firms engaged in the planning, design, construction and administration of projects of similar scope, function, size, quality, complexity and detail in comparable urban areas throughout the United States (the "Standard of Care").

1.3.1 Construction Site Safety. During Project construction, Engineer shall not be responsible for job site safety precautions, programs, meetings, or procedures, which are the responsibility of the Contractor. While the Engineer is not responsible for observing or finding safety violations, Engineer shall inform the County Representative / Facilities Project Manager verbally and in writing of the recognition of any imminently dangerous situation observed to be existing on the project site. If the County Representative / Facilities Project Manager are not available, the Engineer will immediately notify the Director of County Facilities.

1.4 Legal Requirements and Standards. The Engineer shall review laws, codes, statutes, regulations, rules and ordinances applicable to the Services. All Design Documents and any other work product, shall comply with all applicable federal, State of Ohio, Hamilton County and City of Cincinnati laws, statutes, regulations, rules, codes, ordinances, the Americans with Disabilities Act, and orders and resolutions of any governmental authority having jurisdiction of the Services (collectively "Legal Requirements") to the extent required by the Standard of Care. The Engineer represents to the Board, and to such other parties as the Board may reasonably request, that on the basis of the Engineer's professional judgment and knowledge consistent with the requirements of the Standard of Care, the Design Documents and the Project, when built in accordance therewith, shall conform to all applicable Legal Requirements, in effect at the time such Design Documents are issued by Engineer to the Board.

1.5 Personnel, Staffing Plans.

1.5.1 The Engineer represents, covenants and agrees that all persons and entities connected with the Engineer, including Engineer's Consultants, who are directly supervising the professional design and consulting services or who execute the documents for the professional design and consulting work, are duly licensed to practice under the laws of the State of Ohio and that all professional design and consulting services provided hereunder shall be performed under the direct supervision of an Engineer, or Engineers, licensed to practice under the laws of the State of Ohio.

1.5.2 The parties agree that the services and continuity of each of Engineer's key assigned employees are essential to the satisfactory performance by Engineer of the Services. Engineer will not, from the date an Engineer Employee is first assigned to provide Services under a Schedule until the completion of such Services, at its initiative reassign or transfer such Engineer Employee, unless the Board has first agreed in writing.

1.5.3 The Board shall have the right, at any time, to request the removal of any Engineer Employee whom the Board (in its sole discretion) deems to be unsatisfactory. Upon such request, Engineer shall promptly replace such employee with a qualified substitute employee. It is agreed, notwithstanding the foregoing, that at all times, all Engineer Employees shall be considered, for all purposes, employees of the Engineer and not of the Board. The Board shall have no authority, on behalf of Engineer or otherwise, to discharge, promote, suspend or otherwise discipline any Engineer Employee assigned to perform Service for the Board under a Schedule.

1.5.4 A qualified substitute Engineer Employee, as contemplated by sections 1.5.2 and 1.5.3 shall be an individual with substantially the same educational background, experience and training, as the Engineer Employee being replaced.

1.5.5 The Engineer shall include in the applicable Schedule, a detailed staffing plan with respect to the Services to be performed by Engineer and each of its Consultants. Such staffing plan shall provide a) a listing of individuals assigned to the particular project; b) a description of the roles/responsibilities for such individuals; and c) anticipated time to be expended by such individuals in performing Services required pursuant to the Schedule. Only those employees that meet or exceed the experience and technical requirements of a position can be included on the invoice

required by Section 4.1 for payment. In addition, if an Engineer Employee or a Consultant for Engineer performs Services at a level lower than his or her stated level of qualification, such Services shall be billed at the lower rate consistent with the qualification required for the level of work performed, unless prior agreement is obtained through an approved Schedule.

1.6 Performance of Services. The Engineer will, at all times, meet the Standard of Care when performing its Services and represents and agrees that the Design Documents or any other work product, when completed, will be in compliance with all Legal Requirements to the extent required by the Standard of Care. The Engineer's Services shall at no time be in any way diminished by reason of any acceptance by the Board of the Design Documents or any other work product of the Engineer, nor shall the Engineer be released from any liability by reason of such acceptance of the Board. Engineer understands that the Board at all times is ultimately relying upon the Engineer's skill and knowledge in preparing the Design Documents and all other work product and services of the Engineer to be provided pursuant to this Agreement and the Schedules.

1.7 Deficiencies. The Engineer represents, covenants and agrees that it shall, at its own expense, promptly correct and remedy any deficiencies in the performance of Engineer's and Engineer's Consultants' Services, including, but not limited to, any defective, incomplete or erroneous plans, drawings, specifications or instructions furnished by or through the Engineer. In the event the Engineer refuses or neglects to make good such defects promptly, then the Board shall be entitled to make good such deficiencies at the expense of the Engineer. The obligations by the Engineer pursuant to this Section 1.7 are in addition to, and not in substitution for, any other remedy for defective services which the Board may have at law or in equity or the remedies set forth herein.

1.7.1 Omitted Items. In the event any required item of any Project is for any reason omitted from the Design Documents prepared by the Engineer, the Engineer shall not be liable for the cost of the item itself, had it originally been shown, but shall be responsible for additional costs necessary for the installation of that item as incurred by omission from the Design Documents or delayed addition to the work provided the Engineer is given the opportunity to remedy the problem in another manner and to negotiate the charges with the contractors and vendors.

1.8 Progress Reporting. Engineer shall prepare and submit such reports of its performance and its progress as the Board may request from time to time in a form and of content acceptable to the Board. In addition, the Engineer's key personnel, shall attend progress meetings on a quarterly basis with the Director of County Facilities. These meetings shall be scheduled at the Director's discretion.

1.9 Books and Records.

1.9.1 Accounting. Engineer shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") with respect to the Services provided by Engineer and Engineer Employees hereunder and with respect to the fees, expenses and other charges due and owing by the Board hereunder.

1.9.2 Maintenance of Records. Engineer and its' Consultants shall keep Records relating to the Services performed pursuant to this Agreement. Engineer shall maintain a system of bookkeeping adequate for its operations hereunder and shall submit such system to the Board on an annual basis for review and approval. Engineer may use its own proprietary computer software. Engineer shall keep and preserve for at least seven (7) years following each calendar year all sales slips, rental agreements, purchase orders, sales books, cash register tapes, credit card invoices, payroll records, duplicate deposit tapes and invoices, bank accounts, cash receipts and cash disbursements, bank books, and other evidence of receipts and expenditures for such period.

1.9.3 Audit. Board or Board's designated representative, at Board's cost and expense, shall have the right to audit Engineer's Records at any time but shall not unreasonably interfere with Engineer's business or operations in connection with any such audit. Engineer may be subject to Audit by the Auditor of the State of Ohio.

1.9.4 Repayment. If an Audit discloses duplicate or erroneous payments (of any nature) received by Engineer from the Board, Engineer agrees to repay to the Board the full amount of such payments received by Engineer. Engineer also agrees that the Board may withhold any money due Engineer for Services provided under this Agreement, if evidence exists of duplicate or erroneous billings by Engineer. Any money due Engineer which is withheld by the Board pursuant to this Section shall be placed in escrow with a mutually acceptable escrow agent pending full resolution of the dispute.

1.10 Equipment and Furnishings. Except to the extent a Schedule provides otherwise, Engineer shall supply the necessary equipment (including computers and necessary peripherals), tools, supplies and other items necessary to perform Services under this Agreement.

1.11 Schedule for Delivery. All Services required to be provided by Engineer pursuant to this Agreement shall be provided in accordance with the time schedule set forth in the applicable Schedule or such other time schedule as may be mutually agreed to by the parties. The parties acknowledge that time is of the essence in connection with the performance of the Services and the delivery of any work or work product to be delivered or produced under a Schedule. However, the Engineer's inability to provide the Services in accordance with the time schedule set forth in the applicable Schedule for reasons beyond the control of the Engineer will not be deemed a breach of this Agreement.

1.12 Consultants. The Engineer may, subject in each instance to the written approval of the Board, enter into written agreements with such civil, structural, architectural, or other engineering or design related firms (individually a "Consultant" and collectively "Consultants") as the Engineer deems necessary or appropriate in order to assist the Engineer in providing its Services, provided that each such agreement shall provide that: (i) each such Consultant, to the extent of the services to be provided by it, shall be bound by the applicable terms of this Agreement and shall assume toward the Engineer all the applicable obligations and responsibilities which the Engineer by the terms of this Agreement assumes toward the Board, and (ii) each such Consultant shall be directly liable to the Board, and the Engineer shall be jointly and severally liable to the Board for the performance of such Consultant's services designated in the agreement and for negligent acts or errors or omissions in the performance of such services. The Board shall not, however, have, nor deemed to have, any direct contractual relationship with any such Consultant and shall not be obligated to pay, nor be liable for the nonpayment of, the fees, costs, and expenses of any such Consultant; such fees, costs, and expenses being the obligation of the Engineer. To the extent the Engineer retains Consultants to perform portions of the Services hereunder, the Engineer shall be responsible for their services as though it had been performed directly by the Engineer. Wherever Consultants are referred to in this Agreement, it is to be taken as reference to Consultants permitted under this Section.

1.13 No Control by the Board. Engineer Employees are expected to perform the Services without the benefit of direct day-to-day control from the Board personnel. Engineer Employees will receive instruction on the object(s) and goal(s) for which they are responsible, but Engineer Employees will exercise their own discretion and professional judgment to attain those goals. Engineer Employees will perform work and labor under the supervision of Engineer and not the Board's personnel.

1.14 Changes and Additional Work. Changes to the scope of the Services set forth in any Schedule shall be made only in a writing executed by authorized representatives of both parties. Engineer shall have no obligation to commence work in connection with any change in the scope of Services until the parties, in writing, agree upon the scope, fee and/or schedule impact of the change. If Engineer performs work that is not covered by a Schedule or that exceeds the scope of Services defined in the applicable Schedule, such work shall not be deemed Services provided pursuant to this Agreement and for which the Board shall be required to compensate Engineer unless such additional work is the subject of a written agreement signed by the Board.

Section 2 Board Responsibilities

2.1 The Board shall provide criteria and information necessary regarding the requirements for and limitations of each Schedule.

2.2 The Board shall furnish the Engineer with any information or documentation in the Board's possession regarding existing conditions and scope of work, which is required for each Schedule. Engineer shall be entitled to rely upon such information as generally accurate but shall field verify exact conditions.

2.3 The Board shall provide the Engineer with access to each project site and make all provisions for the Engineer to enter upon property as required for Engineer to perform the Services.

2.4 The Board shall designate a representative for each Schedule. The Board's representative shall be authorized to act on the Board's behalf with respect to the project specified in the Schedule. The designated representative shall review all studies, reports, specifications, drawings, proposals and other documents presented by Engineer to the Board, and render decisions in a timely manner in order to avoid unreasonable delay in the Services.

2.5 The Board shall provide prompt written notice to Engineer if the Board becomes aware of any fault or defect in the project specified in the Schedule.

2.6 The Board shall provide Engineer with all budget requirements applicable to the Services.

2.7 The Board shall provide testing and abatement of hazardous materials. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to Hazardous Materials (as defined under any federal, state or local law) in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substance. However, Engineer shall report to the Board the presence and location of any Hazardous Material or Hazardous Conditions which it observes consistent with the Standard of Care.

Section 3 Term and Termination

3.1 Term. This Agreement shall commence as of the Effective Date hereof and, unless terminated earlier pursuant to its terms, shall continue in effect until December 31, 2016. The Board shall have the option to renew this Agreement for two additional one-year periods.

3.2 Termination. This Agreement or an individual Schedule may be terminated by either party upon seven (7) days prior written notice if the other party breaches any material term hereof and thereof and the breaching party fails to cure such breach within seven (7) days after receiving notice of such breach from the non-breaching party. In addition, the Board may terminate this Agreement or an individual Schedule at any time for any reason or for no reason at all upon thirty (30) days written notice delivered to Engineer.

3.3 Return of Materials and Information. Upon termination of this Agreement or an individual Schedule, or at any time upon the Board's written request, Engineer shall promptly return to the Board all copies of any data, records, information or materials provided to Engineer by the Board in connection with this Agreement or such Schedule. Notwithstanding the foregoing, Engineer shall be permitted to keep copies or notes as part of its confidential, work-paper record of the Services it has performed under this Agreement. Upon payment of the Services performed prior to the termination date, Engineer shall furnish to the Board all work in progress or portions thereof, including all incomplete work or work product developed or created by Engineer in connection with the Services.

3.4 Final Payment. Within seven (7) days after any termination of this Agreement or an individual Schedule, Engineer shall submit to the Board an itemized invoice for any fees or expenses theretofore accrued under this Agreement or an individual Schedule. The Board, upon payment of accrued amounts so invoiced, shall have no further liability or obligation to Engineer under this Agreement or the applicable Schedule for any further fees, expenses or other payments of any nature whatsoever for the Services.

3.5 Dispute Resolution. The parties agree that, in the event of a dispute or alleged breach subject to Section 3.2, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

Section 4 Fees, Expenses and Payment.

4.1 Payment for the Services. In consideration of Engineer performing the Services, the Board shall pay Engineer the fees set forth in each Schedule. Engineer shall perform all Services set forth in each Schedule for the agreed upon fee. If the Engineer's compensation is based upon time-and-expense, Engineer agrees to submit to the Board a monthly invoice, itemized for each Employee and Consultant, the hours worked, the applicable hourly rate and per diem charges. Engineer's hourly rates are attached hereto as Exhibit B. If the Engineer's compensation is based upon a stipulated sum, Engineer agrees to submit to the Board a monthly invoice, which itemizes the amount due based upon a percentage of work completed by Engineer and approved by the Board. The Board shall pay the amount owed for each invoice within thirty (30) days after the Board's acceptance of such invoice. In the event Engineer is unable to complete the Services, and unless otherwise agreed to by the Board in writing, no further fees for the completion of the Services shall be owed by the Board to Engineer under this Agreement or otherwise.

4.2 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Services and include only those reasonable and actual expenditures made by the Engineer and the Engineer's Employees and Consultants in the interest of the Project, without any mark-up or increase in expense. Reimbursable Expenses shall not exceed the Reimbursable Expense Budget set forth in the Schedule. The Board shall pay all approved expenses owing to Engineer hereunder within thirty (30) days after Engineer has submitted to the Board an itemized invoice therefore.

4.2.1 Expenses that shall be considered "Reimbursables" include the following:

- 4.2.1.1 Expense of transportation and living expenses in connection with out-of-town travel authorized by the Board;
- 4.2.1.2 Long-distance communications;
- 4.2.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4.2.1.4 Reproductions;
- 4.2.1.5 Postage and handling of Drawings and Specifications;

- 4.2.1.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Board, in writing at an agreed upon rate;
- 4.2.1.7 Renderings and models requested by the Board;
- 4.2.1.8 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Board in excess of that required to be carried by the Engineer and Engineer's Consultants, pursuant to this Agreement;
- 4.2.1.9 Plots and copies;
- 4.2.1.10 Online collaboration software;
- 4.2.1.11 Parking;
- 4.2.1.12 Mileage, not to exceed the IRS standard per mile rate at the time of travel;
- 4.2.1.13 Criminal Records Check required by the Board.

4.3 Payments Following Termination. In the event Engineer terminates this Agreement or an individual Schedule because of a breach of this Agreement by the Board, or the Board terminates this Agreement or an individual Schedule for its convenience, Engineer shall be entitled to payment for Services performed up to the time the breach or termination occurred.

4.4 Hourly Rate Adjustments. On or before September 1 of the current calendar year, and to be made effective the following January 1st, the Engineer shall submit in writing to the Director of Facilities its request to increase the hourly rates currently in effect. The Board has the right to accept, modify, or reject any such request for adjustment to the hourly rates in Exhibit B. No changes in the hourly rate are binding upon the Board unless the parties execute an Amendment to the Agreement. In the event the Board rejects the proposed increase, the Engineer shall continue to render Services at the current hourly rates in effect.

Section 5 Intellectual Property Rights; Ownership of Materials

5.1 All Design Documents and any other materials, including but not limited to documents, plans, specifications, models or reports prepared by the Engineer and its Consultants, as instruments of service pursuant to this Agreement, are and shall be the property of the Board at the time of their preparation. All Design Documents and other materials, documents, models, reports, electronic CADD files, tapes, disks and similar items prepared by the Engineer and its Consultants in connection with this Agreement are prepared as "work for hire" as such phrase is defined in Section 101 of Title 17 of the United States Code (Public Law 94-533) and all title, ownership and copyright privileges are and at all times shall be vested in the Board. The Design Documents and any other materials, documents, models or reports may be used by the Board in whole or in part or in a modified form for such purposes as it deems advisable, without further employment of or payment of additional compensation to Engineer or any Consultant retained by Engineer, provided Board has made payment to Engineer for such Design Documents and other materials. The Engineer and its Consultants shall be permitted to retain copies, including reproducible copies, of Design Documents for information and reference. In the event that the Board reuses any of the work or work product for purposes other than those contemplated by this Agreement or an individual Schedule, the Engineer's name shall be removed there from and the Board shall assume full responsibility for the reuse of such work or work product. The Engineer shall have no liability or responsibility arising from such reuse by the Board.

5.2 The Board's Property. Engineer understands and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to Engineer by the Board hereunder are and shall remain the sole and exclusive property of the Board.

5.3 Design Documents. The terms "Design Documents" as used in this Agreement shall refer to, as applicable, the Schematic Design Documents, the Design Development Documents and the Construction Documents as prepared by Engineer or its Consultants.

Section 6 Ownership of Electronic CADD Items

Engineer and its Consultants' electronic CADD (Computer Assisted Design and Drafting) files, tapes, disks, and similar items remain the property of the Board. The Engineer will exert its reasonable efforts to provide these electronic items with revisions and updated information produced by the Engineer during the Design, Construction Document and Construction Phases of the Project. The Engineer shall provide documents to others consistent in content and format with normal document production as determined by the Engineer and in accordance with Section 1.1.3 of the Agreement. Board understands that the use and conversion of Electronic Data to an alternate format may not be accomplished without the potential for introduction of anomalies or errors and that changes or modifications by anyone other than the Engineer may result in adverse consequences which Engineer can neither predict nor control. Accordingly, Board agrees that Engineer shall not be liable for and hereby waives all claims arising out of or connected with (a) the use, modification or misuse by Board of such Electronic Data; or (b) the decline of accuracy or readability of the Electronic Data due to storage conditions, the passage of time, or otherwise; or (c) any use of said Electronic Data by any third parties receiving the Electronic Data from Board.

Section 7 Warranties

Warranties of Engineer. Engineer warrants and represents that: (a) Engineer has the full and unrestricted right, power and authority to enter into this Agreement and to perform Engineer's obligations in accordance with the terms of this Agreement; and (b) Engineer and its Consultants will perform all Services exercising due care and in a workmanlike, professional and conscientious manner consistent with the Standard of Care and in accordance with Article 1.3, using Engineer Employees and/or Consultants having the proper experience, skills, training and professional education to render the Services which such Engineer Employees provide to the Board and (c) Engineer is an Ohio corporation and is duly organized and validly existing under the laws of Ohio, is qualified to do business in the State of Ohio and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions. All required corporate action needed to authorize the execution; delivery and performance by Engineer of this Agreement and the transactions contemplated hereby have been taken and are in full force and effect. This Agreement has been duly executed and delivered and constitutes the valid, legal and binding obligation of Engineer, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceedings therefore may be brought and the principles of equity in general. There are no suits, threatened or pending, nor claims against Engineer, that might materially adversely affect the ability of Engineer to meet and carry out its obligations under this Agreement. Execution of this Agreement by Engineer will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

Section 8 Insurance and Indemnification

8.1 **Insurance.** During the term of this Agreement and any Renewal Term, Engineer shall, at its cost and expense, maintain the insurance required herein. Insurance shall be purchased from a company admitted to provide insurance in the State of Ohio. Insurance shall be placed with an insurer with an approved A.M. Best rating of no less than A-: VII. Engineer shall provide the following types of insurance in the following minimum amounts:

8.1.1 Commercial General Liability insurance with coverage contained in Insurance Services Office Occurrence with minimum limits of \$1 million per occurrence and \$2 million in the aggregate and at least \$300,000 in legal liability fire damage. Coverages shall include:

- .1 Additional insured endorsement
- .2 Blanket contractual liability
- .3 Broad Form property damage
- .4 Severability of Interests
- .5 Personal Injury
- .6 Joint venture as named insured (if applicable)
- .7 Products and completed operations for the duration of this Agreement plus two (2) years beyond termination.

8.1.2 Business Automobile Liability Insurance of at least \$ 1 million combined single limit, on all owned, non-owned, leased and hired automobiles.

8.1.3 Umbrella and Excess Liability insurance with limits of at least \$3 million per occurrence and in the aggregate, above the Commercial General and Business Automobile primary policies. Coverages shall include:

- .1 Additional insured endorsement
- .2 Pay on behalf of wording
- .3 Concurrency of umbrella/excess insurance effective dates with primary effective dates.
- .4 Blanket contractual liability
- .5 Punitive damages coverage (where not prohibited by law)
- .6 Aggregate attachments: apply where applicable in the primary policy
- .7 Each umbrella/excess policy follows form of the primary policy, not underlying excess or umbrella policy.
- .8 Drop down feature

8.1.4 Professional Liability insurance of at least \$2 million per claim and in the annual aggregate.

8.1.5 Worker's Compensation insurance at the statutory limits required by the Ohio Revised Code and Employer's Liability coverage of at least \$1,000,000 per accident for bodily injury or disease for individuals employed by the Engineer.

8.1.6 The Board of County Commissioners, Hamilton County, Ohio and its employees, officials, agents and volunteers will be endorsed as additional insureds on the Commercial General Liability, Business Automobile Liability, and Umbrella / Excess, and employer liability policies. An endorsement specifying "Board of Commissioners of Hamilton County Ohio and their employees, officials, agents and volunteers" will be attached to the Certificate of Insurance sent to the Hamilton County Risk Manager.

8.1.7 Engineer shall declare any self-insured retentions to Hamilton County pertaining to liability insurance. Engineer shall provide a financial guarantee satisfactory to Hamilton County guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retentions.

8.1.8 If the Engineer provides insurance coverage under a "claims-made" basis, the Engineer shall provide evidence of either of the following, for each type of insurance which is provided on a claims-made basis: 1) unlimited extended reporting period coverage which allows for an unlimited a period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage) or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means the original effective date of the first claims-made policy issued for a similar coverage while the Engineer was under contract with the Board.

8.1.9 Engineer will require all insurance policies to include endorsements stating that each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Board of County Commissioners, Hamilton County, Ohio. Engineer will require all insurance policies to include endorsements stating that each underwriter will waive "cross claim between insureds" exclusion in all applicable policies. Engineer will require of Consultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

8.1.10 Engineer and the Board agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and the insurance brokers issuing or arranging for issuance of the policies required herein, in all areas of safety, insurance program administration, claim reporting and investigation, and audit procedures.

8.1.11 Engineer's insurance coverage shall be primary insurance with respect to the Board of County Commissioners, Hamilton County, Ohio and its employees, officials, agents and volunteers. Any insurance or self insurance maintained by the Board of County Commissioners, Hamilton County, Ohio shall be excess of the Engineer's insurance and shall not contribute to it.

8.1.12 To the extent available, each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled or materially changed except when prior written notice, including reasoning, is given to: Hamilton County Risk Manager, 707 County Administration Building, 138 East Court Street, Cincinnati, Ohio 45202.

8.1.13 Engineer shall furnish Hamilton County Risk Manager with original certificates and amendatory endorsements (such as stated in Section 8.1.12) effecting coverage required by this Section. All certificates and endorsements are to be received by the Hamilton County Risk Manager before this Agreement commences. The Board reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

8.1.14 Maintenance of the proper insurance for the Agreement term is a material element of this Agreement. Material changes in the required coverages or cancellation of the coverages shall constitute a material breach of this Agreement.

8.1.15 If any or all of the Services are subcontracted, Engineer shall ensure, to the best of its' ability, the Consultant complies with all requirements contained within this Section 8, or as otherwise deemed appropriate in writing by the Hamilton County Risk Manager.

8.2 Indemnification.

8.2.1 To the fullest extent permitted by and in compliance with applicable law, Engineer shall defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio and its employees, officials, agents, and volunteers (collectively, the "Indemnified

Parties") from any and all liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, expenses, judgments, subrogation's (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs (collectively, the "Damages"), whether actual, alleged, or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Agreement including, without limitation, by Engineer, its Consultant(s), the Engineer's or its Consultant's (s') employees and agents, assigns, and those designated by Engineer to perform the Services encompassed by this Agreement.

8.2.2 To the fullest extent permitted by and in compliance with applicable law, Engineer shall indemnify, defend and hold Indemnified Parties harmless from and against all Damages, which result from any claimed infringement of any copyright, patent, or other intangible property rights by the Engineer, anyone employed by the Engineer, Engineer's Consultants or anyone for whose acts the Engineer may be liable.

8.2.3 Engineer shall cause each agreement between it and any of its Consultants to contain an indemnification provision for the benefit of the Indemnified Parties in the form contained in this Section 8.2.

Section 9 Miscellaneous

9.1 Governing Law. The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio (without regard to conflicts of laws principles) as if this Agreement were negotiated, executed, delivered and performed solely in the State of Ohio. Engineer hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state courts located in Cincinnati, Ohio for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. The provisions of this Section 9.1 shall survive any termination of this Agreement.

9.2 Waiver; Amendment. Neither the failure of any party to this Agreement to take any action or to demand compliance with its terms shall be deemed to be a waiver of any right or remedy of any party hereunder nor shall any action taken pursuant to this Agreement, including any investigation by any party hereto or any demand for partial relief or for compliance with its terms in a single instance, be deemed to constitute a waiver by the party taking such action or making such demand of any right or remedy hereunder. No waiver of any particular term hereof or in any particular instance shall in any event be deemed a waiver of any subsequent occurrence under the same or any other term contained herein. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking a remedy for breach of this Agreement. No waiver of any right or remedy hereunder and no amendment, change or modification of the terms hereof or rescission or termination hereof shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

9.3 Headings. The headings and titles to the Sections in this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

9.4 Notices. All notices provided for in this Agreement, including, but not limited to, notices of default hereunder and termination of this Agreement, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day

after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Board: Ralph Linne
 Director
 Hamilton County Facilities
 1000 Main Street, Room B-95
 Cincinnati, OH 45202

With a copy to: James W. Harper
 Chief Assistant Prosecuting Attorney
 Hamilton County Prosecutor's Office - Civil Division
 230 East Ninth Street - Suite 4000
 Cincinnati, OH 45202

If to Engineer: Michael L. Haney, P.E.
 THP Limited, Inc.
 100 East Eighth Street
 Cincinnati, Ohio 45202

Or such other address as may be furnished in writing by either party to the other. Either party may change its address for the purpose of receiving notices under this Agreement by written notice to the other party in the manner set forth above.

9.5 Assignability. This Agreement is a professional service agreement for the services of Engineer and Engineer's interest in this Agreement, duties hereunder and or fees due hereunder may not be assigned, subcontracted or delegated to a third party without the prior written consent of the Board.

9.6 No Assurances. Engineer acknowledges that, by entering into this Agreement, the Board is not making any guaranty or other assurance as to the extent, if any, that the Board will utilize Engineer's services.

9.7 Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

9.8 Entire Agreement. This Agreement and the exhibits attached hereto as well as the Schedules set forth the entire understanding between the parties concerning the subject matter hereof and supersede all contemporaneous and prior negotiations, understandings, and agreements with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, whether oral or written, among the parties hereto relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce any other party to enter into this Agreement or to abide or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein.

9.9 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable, the remainder of this

Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9.10 Press Releases; Confidentiality. Engineer shall not issue any press releases or engage in any dialogues or interviews regarding the Services with the media or any other persons or entities for the dissemination to the general public without the prior written consent of the Board.

9.11 Confidential Information.

9.11.1 Protection of the Board's Confidential Information. All information owned, possessed or used by the Board which is communicated to, learned, developed or otherwise acquired by Engineer in the performance of the Services ("Confidential Information"), shall be confidential. Engineer shall not, beginning on the date of first association or communication between the Board and Engineer and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge or permit disclosure, communication or divulgence to another, or use for Engineer's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Board. This section shall be binding upon Engineer, Engineer Employees, Consultants, subcontractors and all individuals assigned by Engineer to perform Services for the Board and shall survive termination of this Agreement.

9.11.2 Compliance with Legal Demands. If Engineer receives a "public record" request pursuant to Ohio Revised Code 149.43, a subpoena or other validly issued administrative or judicial process requesting discovery or disclosure of Confidential Information, it shall provide prompt notice to the Board of such receipt. The Board shall, within 48-hours of receipt of the notice from the Engineer, notify the Engineer that either 1) the Engineer is permitted to disclose the requested Confidential Information upon which Engineer is entitled to comply with such public record request, subpoena or other process to that extent required by law or 2) it objects to the release of the Confidential Information and that it intends to take immediate legal action to prevent the release of the requested Confidential Information to a third party. Upon Engineer's receipt of notification from the Board not to disclose the Confidential Information as provided in Section 9.11 herein, Engineer shall take no further action with regard to the public record request, subpoena or other process unless explicitly ordered to do so by a court of competent jurisdiction. A failure by the Board to respond within 48-hours shall be deemed permission to the Engineer to release the requested Confidential Information.

9.11.3 Exclusions. Anything contained in this Section 9.11 to the contrary notwithstanding, the provisions of this Section 9.11 are not intended to cover information which is (i) in the public domain, or becomes generally known, though no fault of the Engineer; (ii) is rightfully known to the Engineer without obligation of confidence prior to disclosure hereunder, (iii) is lawfully obtained without obligation of confidence by the Engineer from a third party whose disclosure does not violate an obligation of confidence; or (iv) is independently developed by Engineer outside the scope of Services.

9.12 Conflict of Interest. Engineer agrees that there is no financial interest involved on the part of any Board officers or employees involved in the development or negotiation of this Agreement. Engineer also has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a Board officer or employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement.

9.13 Equal Employment Opportunity. In connection with the performance of Services under this Agreement, Engineer shall not discriminate against any employee, contract worker, or applicant for employment or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief, Vietnam-era veteran status or place of birth. The aforesaid provisions shall include, but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Engineer agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Engineer will, in all solicitations or advertisements of employees placed by or on behalf of Engineer; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief, Vietnam-era veteran status or place of birth. Engineer shall incorporate the foregoing requirements of this Section 9.13 in all of its contracts for any of the services described herein and will require all of its Consultants for any part of such services to incorporate such requirements in all subcontracts for such services.

9.14 Survival of Representations and Warranties. The representations, warranties and indemnifications set forth in this Agreement and the Exhibits, Schedules and other attachments hereto, and in any document, instrument or agreement executed or given in connection herewith, which by their terms are applicable after the term of this Agreement, will survive the expiration or termination of this Agreement.

9.15 Drafting of this Agreement. This Agreement shall be deemed to be drafted by both parties hereto, and no one party shall benefit from any claimed ambiguity in this Agreement based on a theory that the other party drafted this Agreement.

9.16 Manufacturer Provided Documentation. In its specification of manufactured products and systems for the Project, Engineer shall be entitled to rely upon manufacturers' written or electronic publications, shall not be required to undertake testing, analysis, or research regarding the design or performance of the products or systems, and in the event that any manufactured product or system is defective, Board shall have recourse against the manufacturers but not against the Engineer for any damages sustained by the Board, unless and to the extent the specification of the product or system by the Engineer constitutes negligence or was inappropriate due to compatibility, durability, general misapplication or known ineffectiveness, or unreliability of the product or system.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Board of County Commissioners
Hamilton County, Ohio

THP Limited, Inc.

Christian Sigman
Hamilton County Administrator



William Judd, P.E.
Engineering Partnership Manager



Michael L. Haney, P.E.
Engineering Partnership Manager

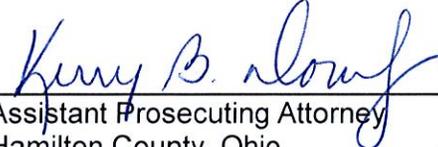
Recommended By:

Approved as to Form:

Hamilton County Department of Facilities



Ralph Linne, Director



Assistant Prosecuting Attorney
Hamilton County, Ohio

RESOLUTION P004-14
ACCEPTING THE PURCHASE ORDERS OF HAMILTON COUNTY
AND AUTHORIZING THEIR EXECUTION AND RELEASE

BY THE BOARD:

WHEREAS, twenty-six (26) purchase orders have been submitted to the Purchasing Division by various County agencies requesting that items be purchased for their agency; and

WHEREAS, the twenty-six (26) purchase orders, totaling \$52,410,280.88 (as shown in the table below) have been reviewed by the Purchasing Division for these items; and

PO #	VENDOR NAME	DOLLARS	DESCRIPTION	DEPT
556887	Fifth Third Bank	\$192,154.91	Fifth Third Bank Monthly Charges	Treasurer
556889	Devnet, Inc.	\$148,499.97	Devnet Annual Maintenance & Support Agreement	Treasurer
556891	Hamilton County Land Reutilization Corp	\$2,509,000	DTAC Fees for Landbank Operation	Treasurer
556898	Postmaster #55019040	\$1,200,000	CA140111 2014 Postage Fees	Clerk of Courts
556978	The Bank of New York Mellon, Trust Co.	\$1,910,900	SIB Loan Payments - Principals and Interest	Paul Brown Stadium
557017	Heis and Wenstrup Co LPA	\$100,000	Unclaimed funds collection services contingent fee - 1/3 of gross recovery	Clerk of Courts
557018	Hamilton County Board of Health	\$325,964	Contractual service for inspection of solid waste facilities and enforcement of solid waste regulations	Environmental Services
557127	Convention Facilities Authority	\$8,000,000	Professional Services: obligation Convention Center Dept. Source	Commission/ Administration
557128	Port of Greater Cincinnati Development Authority	\$700,000	Professional Services: Help to support operations	Commission/ Administration
557129	Hamilton County Development Co Inc.	\$653,000	Professional Services: Help to support operations	Commission/ Administration

557130	OKI Regional Council of Governments	\$111,542	Professional Services: Help to support operations	Commission/ Administration
557131	Cincinnati USA Regional Chamber	\$135,000	Professional Services: Help to support operations	Commission/ Administration
557132	Vorys Sater Seymour & Pease LLP	\$375,000	Professional Services: Sewer District	Commission/ Administration ✓
557138	Plante & Moran PLLC	\$1,500,000	Consultant - Professional Services	Commission/ Administration ✓
557139	Treasurer of State	\$300,000	Annual Audit - Professional Services	Commission/ Administration
557152	Hamilton County SPCA	\$1,220,000	Animal Services	Dog Warden
557160	Allpro Parking Ohio LLC	\$325,000	2014 Parking Spaces at A&D Parkhaus	JFS
557165	Pitney Bowes	\$250,000	2014 Meter rental, supplies, postage	JFS
557175	City of Cincinnati Enterprise Technology Solutions	\$180,100	CAGIS	Commission/ Administration
557177	City of Cincinnati Regional Computer Center	\$4,219,788	CLEAR	Commission/ Administration
557179	Cincinnati Zoo & Botanical Garden	\$6,400,000	Care and feeding of animals	Commission/ Administration
557180	Council on Aging of Southwestern Ohio	\$19,681,294	Elderly Services	Commission/ Administration
557207	Wells Fargo Insurance Services USA Inc.	\$650,000	2014-2015 Hamilton Co. Property Insurance Premium and Broker Fees	Commission/ Administration
557214	U S Digital Partners	\$108,038	Contract #129525 for Website redesign, consulting and hosting Contract Dates 4/1/13 - 3/31/14 RFP 117-12//JW	JFS
557215	Hamilton County Juvenile Court	\$900,000	Operational Costs at Hillcrest Training School Contract Term 1/1/14 - 12/31/14 Contract #TDB --D Smith	JFS
557223	Neace Lukens	\$315,000	Sports Stadium Liability Insurance Program Premium	Paul Brown Stadium

WHEREAS, the County Auditor has certified that the funds to make said purchases are available and unencumbered; and

WHEREAS, the Purchasing Agent has certified that the purchases are being made in accordance with the established purchasing policies of Hamilton County as outlined in the Ohio Revised Code Section 307.86 and has recommended that the purchases be made.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio, that the Purchasing Director be, and she hereby is, authorized to execute the said purchase orders and supplemental agreements on behalf of the Board of County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to certify copies of this resolution to Christian Sigman, County Administrator; JoAnn Cramer, Purchasing Director; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, in session this 22nd day of January, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Jacqueline Panioto
Board Of County Commissioners
Hamilton County, Ohio

8

RESOLUTION UPDATING THE AUTHORIZATION FOR THE USE OF A CREDIT CARD BY THE HAMILTON COUNTY ADMINISTRATOR OR HIS DESIGNEE AND PROVIDING GUIDELINES FOR THE USAGE OF SAME

BY THE BOARD:

Whereas, Section 301.27 of the Ohio Revised Code authorizes the usage of County-held credit cards, and

WHEREAS, the Board of County Commissioners is desirous of using credit cards for work-related travel, food, and lodging expenses; and

WHEREAS, on January 30th, 2013 the Board did approve usage of a 5/3 Bank MasterCard by the County Administrator or his designee; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio the County Administrator or his designee is hereby authorized to use a 5/3 Bank MasterCard.

BE IT FURTHER RESOLVED, that the following rules govern the usage of credit cards:

- 1) Users will comply ORC Section 301.27.
- 2) Application for use will be held in the name of the Board of County Commissioners for Board departments and in the name of Elected Officials for other appointing authorities.
- 3) Cardholders shall submit to the Board of County Commissioners an estimate by month of usage of the credit cards. If circumstances arise that cause the monthly estimate to be inadequate a revised form must be filed.
- 4) Cards may not be used until the Board of County Commissioners authorizes the card usage and the monthly estimate is approved.
- 5) The department or appointing authority has sole responsibility for the proper usage of the card issued.

BE IT FURTHER RESOLVED that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to Christian Sigman, County Administrator; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 15th day of January, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioner in session the 15th day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of the County Commissioners of Hamilton County, Ohio this 15th day of January, 2014.

Jacqueline K. Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

ANNUAL ESTIMATE OF CREDIT CARD EXPENSE TO BE AUTHORIZED BY
THE BOARD OF COUNTY COMMISSIONERS

DEPARTMENT/APPOINTING AUTHORITY: County Administrator

5/3 BANK MASTERCARD

	<u>2014</u>
JANUARY	\$1000
FEBRUARY	\$1000
MARCH	\$1000
APRIL	\$1000
MAY	\$1000
JUNE	\$1000
JULY	\$1000
AUGUST	\$1000
SEPTEMBER	\$1000
OCTOBER	\$1000
NOVEMBER	\$1000
DECEMBER	\$1000

The information above is correct to the best of my knowledge.

Signed: Christen Sijma Date: 1/7/14

ELECTED OFFICIAL/DEPARTMENT HEAD



Hamilton County

County Administrator

Board of Commissioners

Greg Hartmann
Chris Monzel
Todd Portune

County Administration Building, Room 603
138 East Court Street, Cincinnati, Ohio 45202-1226
Phone (513) 946-4400
Fax (513) 946-4444
www.hamiltoncountyohio.gov

County Administrator

Christian Sigman
Phone (513) 946-4420

January 1, 2014

The Board of County Commissioners
County Administration Building
138 East Court Street, Room 603
Cincinnati, OH 45202

Honorable Board:

Attached is a list of actions taken by the Hamilton County Administrator for, by and on behalf of the Board of Hamilton County Commissioners for the month of December, 2013.

It is recommended this action be confirmed and entered as a matter of record on the Minutes of the Board.

Respectfully submitted,

A handwritten signature in blue ink that reads "Christian Sigman".

Christian Sigman

Attachments

ACTIONS TAKEN BY THE COUNTY ADMINISTRATOR
FOR, BY AND ON BEHALF OF THE
BOARD OF HAMILTON COUNTY COMMISSIONERS
FOR THE MONTH OF DECEMBER, 2013

12/02/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Water in Basement Prevention Program – Covenant & Agreement: (MSD)

WIB#	Street#	Street Name
20040378	9846	Sherwood Drive

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Contract for Services with the Board of Trustees of Miami Township and the Hamilton County Regional Planning Commission. (Planning & Development)

12/03/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Katz, Greenberger & Norton LLP 2014 Ombudsman Agreement with Ross M. Evans, Ombudsman; and the Certificate of Liability Insurance. (JFS)

12/04/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Deed of Acceptance for 3328 Westbourne Drive Right of Way Dedication; Green Township. (Engineer)

Right-of-Way Dedication Plat for 3328 Westbourne Drive; Green Township. (Engineer)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding the Water Pollution Control Loan Fund (WPCLF) Construction Application; for Project: Queen City Ave. Sewer Separation Phase 1. (MSD)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Juvenile Accountability Block Grant for Project: Electronic Monitoring Program. (Juvenile Court)

12/05/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Subgrant Award Agreement for Office of Re-Entry; Subgrant Number: 2012-PS-PSN-421; Title: Project Safe Neighborhoods. (Re-Entry)

12/06/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Veterans Service Commission Board Appointments. (VSC)

12/18/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Claims Run-Out Processing Agreement with J & K Consultants, Inc.; Termination of contract effective date of 12/31/2013. (HR)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Certificate of Completion with the City of Cincinnati to and for the benefit of Riverbanks Renaissance Phase 1-A Owner, LLC. (Banks)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Contract for Services between the Delhi Township Board of Trustees and the Hamilton County Regional Planning Commission. (Planning & Development)

12/19/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding County Auditor letter concerning the renewal of the DDS levy at 4.13 mills. (Budget)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding County Auditor letter concerning the renewal of the indigent care levy at 4.07 mills and the calculation of \$1M in additional revenue each year. (Budget)

12/23/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding License Agreement Regarding Parking with the Cincinnati USA Regional Chamber of Commerce for two separate Tailgate Events near Freedom Way on 12/22/13 and 12/29/13. (Stadia)

Plats of Easements for 8449 Livingston Rd., Sewer #6198, Acc #62227. (MSD)

Plats of Easements for Hanley Rd., Sewer #6327, Acc #73989. (MSD)

12/24/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Deed of Acceptance for West Fork Road in Eckert Woods Subdivision; Green Township. (Engineer)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Deed of Acceptance for Hickory Place Drive and Pine Brook Circle, in Eckert Woods Subdivision; Green Township. (Engineer)

Subdivision Plat for Eckert Woods Subdivision; Green Township. (Engineer)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Contract Check List for Clemans Nelson & Associates, Inc. as Labor Consultant from Human Resources. (Sheriff)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Revocable Street Privilege granted by The City of Cincinnati for County Property at 201 Second Street, Cincinnati, OH 45202. (Banks)

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Ohio Department of Youth Services; JABG Subgrant Award; Subgrant number: 2011-JB-011-A054S; Electronic Monitoring Program. (Juvenile Court)

12/26/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Ohio Office of Criminal Justice Services Quarterly Subgrant Report; #2012-DL-LEF-5826; period ending 9/30/2013. (Sheriff)

12/27/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding CDBG-R Grant Closeout Agreement with HUD as a onetime grant issued as part of the Recovery Act in 2009. (Planning & Development)

12/30/13

Action Taken for, By and on Behalf of the Hamilton County Board of County Commissioners regarding Veterans Services Commission and the VSC Commissioners' Payroll/Time Sheets for the period of December 1st through December 31st, 2013; approval to pay. (VSC)

**RESOLUTION AUTHORIZING THE USE OF CREDIT CARDS BY THE HAMILTON COUNTY CORONER'S
OFFICE AND PROVIDING GUIDELINES FOR THE USAGE OF THE SAME**

10
BY THE BOARD:

WHEREAS, Section 301.27 of the Ohio Revised Code authorizes the usage of County-held, credit cards, and

WHEREAS, the Board of County Commissioners is desirous of using credit cards for work-related travel, food and lodging expenses.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio the Hamilton County Coroner's Office is hereby authorized to use (3) Shell Oil Credit cards and (3) Fuelman credit cards; and

BE IT FURTHER RESOLVED that the authorization for the use of the cards is granted for expenditures associated with gasoline and oil expenses of the Hamilton County Coroner's Office and funds for the payment of charges incurred are budgeted in the current year's appropriation; and

BE IT FURTHER RESOLVED, that the following rules govern the usage of credit cards:

- 1) Users will comply with ORC Section 301.27.
- 2) Application for use will be held in the name of the Board of County Commissioners for Board departments and in the name of elected officials for other appointing authorities.
- 3) Cardholders shall submit to the Board of County Commissioners an estimate by month of usage of the credit cards. If circumstances arise that cause the monthly estimate to be inadequate a revised form must be filed.
- 4) Cards may not be used until the Board of County Commissioners authorize card usage and the monthly statement is approved.
- 5) The department or appointing authority has sole responsibility for the proper usage of the cards issued.

BE IT FURTHER RESOLVED that the Clerk of this Board be and is hereby authorized and directed certified copies of this resolution to Christian Sigman, County Administrator, Dusty Rhodes, County Auditor and Lakshmi Kode Sammarco, MD, County Coroner.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this _____ day of January, 2014.

Mr. Hartmann, _____ Mr. Portune, _____ Mr. Monzel, _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioners in the session of the _____ day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand affixed official seal of Office of the County Commissioners of Hamilton County, Ohio this _____ day of January, 2014.

Jacqueline K. Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

January 6, 2014

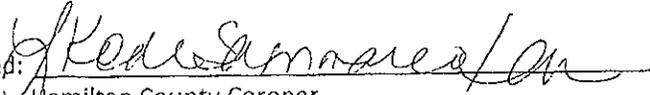
ANNUAL ESTIMATE OF CREDIT CARD EXPENSES TO BE AUTHORIZED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE HAMILTON COUNTY CORONER.

Shell Oil Company Gasoline Card: 3 cards in use

Fuelman Gasoline Credit Card: 3 cards in use

We estimate a total combined account charge of approximately \$800.00 per month for 2014.

The information above is correct to the best of my knowledge.

Signed:  Date: 1/9/14
Hamilton County Coroner

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RESOLUTION AUTHORIZING THE USE OF A CREDIT CARD BY THE HAMILTON COUNTY EMERGENCY MANAGEMENT AGENCY / HOMELAND SECURITY DEPARTMENT AND PROVIDING GUIDELINES FOR THE USAGE OF SAME

BY THE BOARD:

WHEREAS, Section 301.27 of the Ohio Revised Code permits its usage of a county-held credit card, and

WHEREAS, a credit card held by a board of county commissioners or the office of any other county appointing authority shall be used only to pay work-related expenses for food, transportation, gasoline and oil, minor motor vehicle maintenance, emergency motor vehicle repair, telephone, lodging, and internet service provider expenses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the Emergency Management Agency / Homeland Security Department is hereby authorized to use **BP Oil Co.** and **Fuelman** (See attached), and

BE IT FURTHER RESOLVED that the authorization for the use of the cards is granted for expenditures associated with above stated expenses of the Hamilton County Emergency Management Agency / Homeland Security Department and funds for the payment of charges incurred are budgeted within the current year's appropriation; and

BE IT FURTHER RESOLVED that the following rules govern the use of the credit card:

- 1) Users will comply with ORC Section 301.27. Users include all employees authorized by appointing authority to use credit card.
- 2) Application for use will be held in the name of the Board of County Commissioners for Board departments and in the name of elected officials for other appointing authorities.
- 3) Cardholders shall submit to the Board of County Commissioners an estimate of usage of the credit card. If circumstances arise that cause the estimate to be inadequate, a revised form must be filed.
- 4) The card may not be used until the Board of County Commissioners authorizes card usage and the estimate is approved.
- 5) Hamilton County Emergency Management Agency / Homeland Security Department has sole responsibility for the proper usage of the card(s) issued.

BE IT FURTHER RESOLVED that the Clerk of the Board be and is hereby authorized and directed to certify copies of this resolution to Christian Sigman, County

Administrator, Dusty Rhodes, County Auditor, and Michael C. Snowden, Director of
Emergency Management Agency / Homeland Security Department.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners
of Hamilton County, Ohio this _____ day of _____, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a
Resolution adopted by the Board of County Commissioners, Hamilton County, Ohio
in session this _____ day of _____, 2014.

IN WITNESS I have hereunto set my hand and affixed the Official Seal of the Board
of County Commissioners, Hamilton County, Ohio this _____ day of _____,
2014.

Jacqueline K. Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

**ANNUAL ESTIMATE OF THE CREDIT CARD EXPENSE TO BE AUTHORIZED BY
THE BOARD OF COUNTY COMMISSIONERS**

DEPARTMENT/APPOINTING AUTHORITY: Board of County Commissioners

CREDIT CARD: **BP Oil Co.
Fuelman**

FUNDING CONTAINED IN LINE ITEM: 0624, 0625, 0749 and 0840 multiple
OCA's (330001, 330003, 3300004, and 330035)

ANNUAL ESTIMATE: \$3,500

The annual estimate expense listed above is correct to the best of my knowledge.

Signed: 
Michael C. Snowden, Director

Date: 1/2/14

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**RESOLUTION AUTHORIZING THE USE OF A CREDIT CARD
BY THE HAMILTON COUNTY
EMERGENCY MANAGEMENT AGENCY / HOMELAND SECURITY DEPARTMENT
AND PROVIDING GUIDELINES FOR THE USAGE OF SAME**

BY THE BOARD:

WHEREAS, Section 301.27 of the Ohio Revised Code permits its usage of a county-held credit card, and

WHEREAS, a credit card held by a board of county commissioners or the office of any other county appointing authority shall be used only to pay authorized travel related expenses including conference registration, transportation, work-related food, telephone, lodging, parking and internet service provider expenses, gasoline and motor oil expenses, motor vehicle repair and maintenance expenses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the Emergency Management Agency / Homeland Security Department is hereby authorized to use **Fifth-Third Bank MasterCard**; (See attached), and

BE IT FURTHER RESOLVED that the authorization for the use of the cards is granted for expenditures associated with travel, training & seminar registrations, to pay authorized travel related expenses including conference registration, transportation, work-related food, telephone, lodging, parking and internet service provider expenses, gasoline and motor oil expenses, motor vehicle repair and maintenance expenses of the Hamilton County Emergency Management Agency / Homeland Security Department and funds for the payment of charges incurred are budgeted within the current year's appropriation; and

BE IT FURTHER RESOLVED that the following rules govern the use of the credit card:

- 1) Users will comply with ORC Section 301.27. Users include all employees authorized by appointing authority to use credit card.
- 2) Application for use will be held in the name of the Board of County Commissioners for Board departments and in the name of elected officials for other appointing authorities.
- 3) Cardholders shall submit to the Board of County Commissioners and estimate of usage of the credit card. If circumstances arise that cause the estimate to be inadequate, a revised form must be filed.
- 4) The card may not be used until the Board of County Commissioners authorizes card usage and the estimate is approved.

- 5) Hamilton County Emergency Management Agency / Homeland Security Department has sole responsibility for the proper usage of the card(s) issued.

BE IT FUTHER RESOLVED that the Clerk of the Board be and is hereby authorized and directed to certify copies of this resolution to Christian Sigman, County Administrator, Dusty Rhodes, County Auditor, and Michael C. Snowden, Director of Emergency Management Agency / Homeland Security Department.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this _____ day of _____, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by the Board of County Commissioners, Hamilton County, Ohio in session this _____ day of _____, 2014.

IN WITNESS I have hereunto set my hand and affixed the Official Seal of the Board of County Commissioners, Hamilton County, Ohio this _____ day of _____, 2014.

Jacqueline K. Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

**ANNUAL ESTIMATE OF THE CREDIT CARD EXPENSE TO BE AUTHORIZED BY
THE BOARD OF COUNTY COMMISSIONERS**

DEPARTMENT/APPOINTING AUTHORITY: Emergency Management Agency-
Homeland Security Department

CREDIT CARD: Fifth Third Bank MasterCard

FUNDING CONTAINED IN LINE ITEM: 0624, 0633, 0749, 0778, 0840, 0912 and
0913 in multiple OCA's (330035, 330001, 330004 and 330003)

ANNUAL ESTIMATE: \$25,000

The annual estimate expense listed above is correct to the best of my knowledge.

Signed: 
Michael C. Snowden, Director

Date: 11/5/14

RESOLUTION NUMBER J004-14

AUTHORIZING AGREEMENTS BETWEEN THE GROUP HOME PROVIDERS LISTED BELOW AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS ON BEHALF OF THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES (HCJFS) FOR GROUP HOME SERVICES

BY THE BOARD:

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WHEREAS, HCJFS is in need of group home services for children in the custody of Hamilton County requiring placements outside of their biological homes; and

WHEREAS, HCJFS is required to follow federal procurement rules for purchases that use federal funds; and

WHEREAS, HCJFS procured these services through Request for Proposal SC0913-R for group home services administered by Butler and Hamilton Counties; and

WHEREAS, 15 proposals were received from group home providers – 14 of the providers submitted to contract with Hamilton County; and

WHEREAS, 1 proposal was rejected at Stage 1 evaluation for not being timely; and

WHEREAS, the evaluation committee reviewed all other proposals submitted and recommends HCJFS enter into negotiations with the following 13 lowest & most responsive Group Home Providers; and

Selected Group Home Provider	Current G.H. Provider?
1) Adriel School	Yes
2) Bunker Hill Haven	No
3) Changing Lives	Yes
4) Kelly Youth Services	Yes
5) Lighthouse Youth Services	Yes
6) Mayo Home for Youth Development	Yes
7) My Brother's Keeper	Yes
8) NYAP	No
9) Nella's Place	No
10) Next Step Family Services	No
11) One Way Farm	Yes
12) Right of Passage (Hillcrest)	No
13) Your Starting Point	No

WHEREAS, all group home agreements will be written for an initial one (1) year contract term with two (2) one year options to renew; and

WHEREAS, all above listed current group home providers shall have a contract begin date of January 1, 2014 so there will be no lapse in service provision for children already in placement, and all new providers shall have their contracts begin as quickly as possible after January 1, 2014; and

WHEREAS, the annual payments for each vendor will be based upon the number of children placed, contracted per diem and the lengths of stay for the children receiving the service; and

WHEREAS, there is no ability to predict utilization of this service or with any individual provider listed above; and our best estimation of dollars to be spent in aggregate for this service based on historical data for the initial contract terms will be eighteen million dollars (\$18,000,000); and

WHEREAS, the HCJFS Director is in agreement with the proposed recommendations.



Moira Weir, HCJFS Director

1/09/14

Date

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Hamilton County, Ohio authorizes the County Administrator to execute any and all agreements with the providers listed above for Group Home Services necessary to complete the transactions.

BE IT FURTHER RESOLVED the Clerk of the Board is hereby directed to certify copies of this resolution to Christian Sigman, County Administrator; Moira Weir, Director, Job & Family Services, Lora Wolfe, Contract Services Director, Job & Family Services; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, the 22nd day of January 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January 2014.

Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

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**RESOLUTION AUTHORIZING THE USE OF CREDIT CARD
BY THE HAMILTON COUNTY PROSECUTING ATTORNEY AND
PROVIDING GUIDELINES FOR THE USAGE OF SAME**

BY THE BOARD:

WHEREAS, Section 301.27 of the Ohio Revised Code authorizes the usage of County-held credit cards; and

WHEREAS, the Board of County Commissioners is desirous of using credit cards for work-related travel, food, and lodging expenses; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the Prosecuting Attorney is hereby authorized to use a BP gas card.

BE IT FURTHER RESOLVED, that the following rules govern the usage of credit cards:

- 1) Users will comply with ORC Section 301.27.
- 2) Application for use will be held in the name of the Board of County Commissioners for Board departments and in the name of Elected Officials for other appointing authorities.
- 3) Cardholders shall submit to the Board of County Commissioners an estimate by month of usage of the credit cards. If circumstances arise that cause the monthly estimate to be inadequate a revised form must be filed.
- 4) Cards may not be used until the Board of County Commissioners authorizes the card usage and the monthly estimate is approved.
- 5) The department or appointing authority has sole responsibility for the proper usage of the card issued.

BE IT FURTHER RESOLVED that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to Christian Sigman, County Administrator; and Dusty Rhodes, County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 22nd day of January, 2014.

Mr. Hartmann _____ Mr. Monzel _____ Mr. Portune _____

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioner in session the 22nd day of January, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of the County Commissioners of Hamilton County, Ohio this 22nd day of January, 2014.

Jacqueline K. Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio

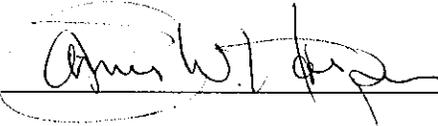
**ANNUAL ESTIMATE OF CREDIT CARD EXPENSE TO BE AUTHORIZED
BY THE BOARD OF COUNTY COMMISSIONERS**

DEPARTMENT/APPOINTING AUTHORITY: Prosecuting Attorney

BP Gasoline Card

	<u>2014</u>
JANUARY	\$500.00
FEBRUARY	\$500.00
MARCH	\$500.00
APRIL	\$500.00
MAY	\$500.00
JUNE	\$500.00
JULY	\$500.00
AUGUST	\$500.00
SEPTEMBER	\$500.00
OCTOBER	\$500.00
NOVEMBER	\$500.00
DECEMBER	\$500.00

The information above is correct to the best of my knowledge.

Signed: 

Date: 1/7/14

ELECTED OFFICIAL/DEPARTMENT HEAD

Chief Assistant

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

January 22, 2014

Ms. Jacqueline Panioto, Clerk
Hamilton County Commissioners
603 County Administration Building
Cincinnati, OH 45202-1288

RE: Request for Travel Under
BCC Policy Section 8.0(F)

Attention: Ms. Jacqueline Panioto

Dear Ms. Panioto:

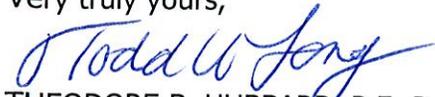
We are requesting approval from the Board of County Commissioners for our personnel to attend the following association meeting or convention:

NAME OF ORGANIZATION: County Engineers Association of Ohio
TYPE OF MEETING: 2014 Ohio County Engineers Conference
DATE(S) OF TRAVEL: January 30-31, 2014
PLACE: Columbus, Ohio
NAME OF EMPLOYEE(S): Theodore Hubbard

APPROXIMATE COSTS:

REGISTRATION:	<u>239.00</u>	LODGING:	<u>162.63</u>
MEALS:	<u>0.00</u>	TRANSPORTATION:	<u>0.00</u>
OTHER: (Parking & Misc.):	<u>0.00</u>	TOTAL EXPENDITURES:	<u>\$401.63</u>

Very truly yours,


THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER

On motion of Mr. _____, seconded by Mr. _____ the foregoing was approved...

Mr. Portune _____ Mr. Hartmann _____ Mr. Monzel _____

Each applicant will receive (estimated) Continuing Professional Development (CPD) Units 7.00

Travel Budget \$23,800.00

Expenditures to Date \$ 0.00