

RESOLUTION NO. 20- 52, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT WITH LOTH INC. for \$33,375.60 FOR TOWNSHIP PUBLIC MEETING SPACE FURNISHINGS TO COMPLY WITH PUBLIC HEALTH MANDATES AND GUIDELINES ELIGIBLE FOR OHIO HB 614 CARES ACT CORONAVIRUS RELIEF FUNDS, REPLACING RESOLUTION 20-34, 2020, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Township received a grant of up to \$249,179 under Ohio's HB 614 Coronavirus Relief Fund (Ohio CRF) for necessary expenditures for actions taken to respond to the COVID-19 public health emergency; and

WHEREAS, funds must be used to provide public health capabilities that were not budgeted as of March 27th and must be performed by December 30th or be returned to the state. Funds may not be used to fill shortfalls in government revenue for expenditures that would not otherwise qualify under the statute; and

WHEREAS, Ohio CRF eligibility includes actions to comply with COVID-19-related public health mandates and guidelines to mitigate transmission of infectious diseases and ensure safety of the public and staff; and

WHEREAS, Ohio's Office of Budget Management has provided U.S. Treasury-based guidance that specifically includes grant-eligible expenses that address the pandemic's impact, including facility social distancing space utilization measures, physical barriers, touchless fixtures, sanitizing/disinfecting protocols, high-efficiency ventilation, and other expenses; and

WHEREAS, the Township conducts public meetings in its service of nearly 5,000 residents and more than 100 businesses. The Township, at its current town hall at 5686 Kenwood Road, has difficulty complying with U.S. Centers for Disease Control and Prevention and Ohio Department of Public Health mandates and guidelines for public meeting infectious disease prevention due to inadequate space. Township meetings are conducted in a 1965 former maintenance garage 14' narrow bay which cannot accommodate more than three citizens in addition to elected officials, staff, law director, and fire and police officials, during public meetings without violating mandatory six-foot distancing; and

WHEREAS, the Township plans to relocate all township public meetings to the Township-owned vacant Madison Place Firehouse which offers a 50 x 50 ft (2,500 sq.ft.) space to host public meetings and to comply with mandatory six-foot distancing for infectious disease prevention; and

WHEREAS, the Township will spend up to \$33,275.60 of Ohio CRF to create township public meeting space at the former Madison Place Firehouse which will expand occupancy with six-foot social distancing up to an estimated 50 persons and estimated 25 or more persons in a layout requiring tables; and

Passed, this 18th day of November, 2020

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WHEREAS, the former Madison Place Firehouse also will provide compliance with public health orders and guidelines through direct entry from the front door into the public meeting space. At the current town building, the public enters directly into staff offices and must walk through staff offices to reach the current meeting space; and

WHEREAS, the Township has met with the Hamilton County Department of Public Health to discuss public and employee infection risks specific to the limitations of the current 5686 Kenwood Road facility and been advised on best practices for public and staff health measures to comply with Ohio CRF eligibility; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to enter into the contract with Loth, Inc. and to take other steps as necessary at the soonest possible time so it can meet grant encumbrance deadlines in November and final deadlines in December and so that the Township can use Ohio CRF to pay for the improvements set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to enter into a contract with Loth Inc. for \$33,275.60 for township public meeting furnishings to comply with public health mandates and guidelines eligible for Ohio HB 614 CARES Act Coronavirus Relief Funds,

Motion to accept Resolution made by: Mrs. Hughes

Seconded by: Mr. Lamar

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Susan Hughes	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
ATTEST:	<u>[Signature]</u>	<u>[Signature]</u>	<u>11/18/2020</u>
	Caroline Heekin, Fiscal Office		

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CERTIFICATE

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 20-52 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

11/18/2020
Date

Caroline B. Heekin
Caroline Heekin, Fiscal Officer

Passed, this 18th day of November, 2020



3574 East Kemper Road
Cincinnati, OH 45241
(P) 513.554.4900
(F) 513.554.8700

855 Grandview Avenue
Columbus, OH 43215
(P) 614.487.4000
(F) 614.487.8281

Quotation

www.lothinc.com

Federal I.D. Number: 31-1408389

DUNS #00-892-7345

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20		COLMT1	ANIK LEE/HFT	200494

Quote To

COLUMBIA TOWNSHIP
5686 KENWOOD RD
CINCINNATI OH 45227

Ship To

COLUMBIA TOWNSHIP
5686 KENWOOD RD
CINCINNATI OH 45227

Terms NET 10 DAYS

Sales Location LOTH, INC. CINCINNATI

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	Columbia Twp. Flex Furniture		
1	47	MOVE; CHAIR, PLASTIC BACK, NO ARMS, GLIDES FRAME :7239 MIDNIGHT SHELL :6259 MIDNIGHT(SOLAR BLACK) UPHISTRY:BR04 TRUFFLE OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES SOFT GLD SOFT GLIDES OPT ACC *OPT:OPTIONAL ACCESSORIES	203.35	9,557.45
2	5	MOVE; CHAIR ACCESSORY-DOLLY, TRANSPORT / STORAGE Tag For Columbia Twp. Flex Furniture	420.70	2,103.50
3	3	3" CASTER, SET OF 4 LOCKING CASTERS, BLACK Tag For Columbia Twp. Flex Furniture	42.75	128.25
4	3	30X60 PLANNER ACTIVITY TABLE, RECTANGLE, ADJUSTABLE WITH BUTCHER BLOCK TOP Tag For Columbia Twp. Flex Furniture	569.81	1,709.43
5	3	Planner Studio 30"x60" Butcher Block Table, on Casters. Legs Finish: Platinum	897.19	2,691.57

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____



STRONG LEGACY - BRIGHT FUTURE
SINCE 1891

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(cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20 <small>mm/dd/yy</small>		COLMT1	ANIK LEE/HFT	200494

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	20	Tag For Columbia Twp. Flex Furniture VERB; TABLE-RECTANGLE, FLIP-TOP DEPTH: 30.00000 WIDTH: 60.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2410 - GRAPHITE WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6231 - GRAPHITE WALNUT LEG: CAST LEG LEG FINISH: TEXTURED PAINT 7360 - MERLE CASTER: 4 LOCKING CASTERS UNDERSIDE: DARK SIDE DOCK AND HOOK: NO SIDE DOCK & HOOK STOW HOOK: NO STOW HOOKS CENTER DOCK WITH NO STORAGE: NO CENTER DOCKS MODESTY PANEL: NO MODESTY PANEL Tag For Columbia Twp. Flex Furniture 30/60-FP-CL	680.39	13,607.80
			Subsection Sub Total	29,798.00
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	29,798.00
END	Subsection			
BEG	Subsection	SERVICES		
7	1	LABOR TO INSTALL NORMAL BUSINESS HOURS NO STAIR CARRY ONE TRIP INCLUDES INSTALL AND ASSEMBLY OF ALL TABLES AND WIPING THE SPACE DOWN AFTER INSTALL FREE OF DUST AND DEBREE FROM BOXES AND WRAPPING.	2,615.00	2,615.00
8	4	DESIGN & SPACE PLANNING OF SPACE	75.00	300.00
			Subsection Sub Total	2,915.00
			NON-TAXABLE OHIO SALES	0.00

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Total	2,915.00
END				

QUOTATION TOTALS

Sub Total	32,713.00
FREIGHT	562.60
NON-TAXABLE OHIO SALES	0.00
Grand Total	33,275.60

End of Quotation

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240479	11/16/20 <small>mm/dd/yyyy</small>		COLMT1	ANIK LEE/HFT	200494



LOTH, INC. STANDARD TERMS & CONDITIONS OF SALE

1. Payment Term

- Net 10 days subject to approval by the Credit Department of LOTH, Inc.
- Without credit approval, full payment is required before order is placed.
- Service charge of 1.5% per month will be assessed on past-due invoices.
- Buyer may "hold back" payment on up to 5% of the invoice amount, without penalty, until all Punch List items are completed/corrected to the Buyer's satisfaction. However, it is expressly understood the remaining 95% of the invoice is due and payable under the terms of the credit extended.
- Seller will provide the necessary product or service to correct defects which are caused by the Seller or covered by the manufacturer's warranty at no charge. Product or product repairs or service, not caused by the Seller and/or not covered by the manufacturer's warranty, will be provided or performed at our standard charge.
- Title to the merchandise passes to Buyer when the full purchase price and all other charges pursuant to our agreement have been paid in full. In the event of a payment default, Seller has the right of repossession of all merchandise 90 days following the due date of the invoice.

2. Deposits:

All orders are subject to a minimum 50% deposit with the order.

3. Taxes:

All sales are subject to appropriate sales tax unless the Buyer provides LOTH, Inc. with a sales-tax exemption certificate.

4. Customer Orders:

Order acceptance requires an executed copy of these Terms and Conditions, a signed order by Buyer, or valid purchase order, and completion of any Credit Department requirements for deposit or payment.

5. Changes & Cancellations:

Orders cannot be changed or canceled without the written consent of LOTH, Inc. The costs of approved changes and/or cancellations are the responsibility of the Buyer. Cancellations may be subject to a restocking fee.

6. Delivery and Installation

- Normal working hours 8:00-4:30 Monday-Friday
- Buyer responsible for overtime premium, required prevailing wage, or union labor
- Buyer representative needs to be present at time of installation/delivery to acknowledge receipt and condition of furniture

7. Condition of Job Site

Site must be clean and free of all construction debris prior to installation, with sufficient electric, heat, elevator service, and secure staging area. Any costs associated with inadequate site conditions are the responsibility of the Buyer. The connection of any and all electrical components associated with furniture installation to building's main power source is the sole responsibility of the customer.

8. Invoicing

- Customer will be billed at time of delivery. If originally scheduled delivery date is delayed beyond two (2) weeks product will be invoiced in full.
- Product stored at LOTH warehouse more than 14 days due to customer delays will be charged a storage fee of \$.75 per square foot per month.

These Terms and Conditions have been reviewed and accepted by:

Signature _____ Company _____ Date _____

Print Name _____ Print Title _____

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____

