

RESOLUTION 22 - 43, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH SHAWNEE TREE COMPANY TO REMOVE DISEASED AND DAMAGED STREET TREES AS PART OF NED - NEIGHBORHOOD ECONOMIC DEVELOPMENT PROGRAM, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, Columbia Township is implementing the new Neighborhood Economic Development program ("NED") Street Tree Program, which will enhance the appearance of township neighborhoods and improve housing values through a comprehensive street tree inventory, assessment, and preservation or replacement; and,

WHEREAS, the Township's goal is to preserve our community's beneficial tree canopy, but we must address increasing safety and nuisance issues with our inventory of more than 700 street trees which are caused by aging, damage, disease, and severe cutting by utility companies; and

WHEREAS, the Township's professional, nationally certified arborist worked with the Road & Services Superintendent, as part of NED Street Tree Program Phase 1, to assess the health of street trees in the public right-of-way. The arborist and Road Superintendent have identified trees for removal due to disease or damage which are deemed to be a public hazard to the safety, health and welfare of the Township; and

WHEREAS, the Township's Road & Services crew is removing smaller street trees utilizing general Township equipment, but must contract for professional tree removal services for large trees identified on Bramble, Kenoak, Windward, and Ehrling; and

WHEREAS, the NED Street Tree Program plan will identify replacement street trees to be replanted, where feasible, in locations where diseased or damaged trees are removed; and,

WHEREAS, Columbia Township solicited proposals to remove diseased and damaged street trees and grind stumps from NED Phase 1 locations, hereinafter known as the "Project," and the Administrator and Road Superintendent recommend that the Board of Trustees accept the proposal from Shawnee Tree, 3839 Round Bottom Rd., Cincinnati, 45244; and

WHEREAS, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; and

WHEREAS, the Board, 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.

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,

Passed this 16th day of August, 2022

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hereby authorizes the Township administrator to enter into a contract in the amount of \$16,440.00 with Shawnee Tree.

BE IT FURTHER RESOLVED that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the Township must award the contract at the earliest possible time to assure the NED street tree replacement project can meet the fall 2022 planting season deadline.

Motion to accept Resolution made by: Mr. Kubicki

Seconded by: Mr. Lamar

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	yes	<u>[Signature]</u>	08-16-2022
Brian Lamar, Vice-President	yes	<u>[Signature]</u>	08-16-2022
Susan Hughes, Trustee	yes	<u>[Signature]</u>	08-16-2022

ATTEST: Caroline B. Heekin 08-16-2022
Caroline Heekin, Fiscal Officer

CERTIFICATE

State of Ohio, Hamilton County

Passed this 16th day of August, 2022

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I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 22-_____ 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.

08-16-2022

Date

Caroline Heekin, Fiscal Officer

Passed this 16th day of August, 2022



admin@shawneetree.com
 (513) 519-3555
 3839 Round Bottom Road
 Cincinnati, OH 45244

Proposal #21995

Created: 07/29/2022

From: Jeff Schoeny

Proposal For

COLUMBIA TWP

Cincinnati, OH 45227

main: 513-678-7070

dustin@columbiatwp.org

Location

5580 Ehrling Rd

Cincinnati, OH 45227

5580 Ehrling Rd 45227

Terms

Net 30

ACCEPT	ITEM DESCRIPTION	QUANTITY	AMOUNT
<input type="checkbox"/>	1) REMOVE <i>Optional</i> 5580 Ehrling Left side off red bank Mulberry at bud bench, 3 pear, 2 locust over street	1	\$ 3,100.00
<input type="checkbox"/>	2) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 800.00
<input type="checkbox"/>	3) REMOVE <i>Optional</i> Ehrling Right side off red bank 8ct pear along road	1	\$ 2,100.00
<input type="checkbox"/>	4) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 1,100.00
<input type="checkbox"/>	5) REMOVE <i>Optional</i> 3545 Kenoak Redbud	1	\$ 180.00
<input type="checkbox"/>	6) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 50.00
<input type="checkbox"/>	7) REMOVE <i>Optional</i> 3661 kenoak Maple	1	\$ 350.00
<input type="checkbox"/>	8) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 120.00



<input type="checkbox"/>	9) REMOVE <i>Optional</i> 3570 kenoak Maple	1	\$ 800.00
<input type="checkbox"/>	10) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 240.00
<input type="checkbox"/>	11) REMOVE <i>Optional</i> 3554 Kenoak Maple	1	\$ 400.00
<input type="checkbox"/>	12) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 150.00
<input type="checkbox"/>	13) REMOVE <i>Optional</i> 7030 Bramble 2 pear	1	\$ 300.00
<input type="checkbox"/>	14) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 120.00
<input type="checkbox"/>	19) REMOVE <i>Optional</i> 6907 bramble Elm	1	\$ 300.00
<input type="checkbox"/>	20) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 90.00
<input type="checkbox"/>	21) REMOVE <i>Optional</i> 6909 bramble Ginkgo	1	\$ 600.00
<input type="checkbox"/>	22) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 220.00
<input type="checkbox"/>	23) REMOVE <i>Optional</i> 6911 bramble 6931 bramble 7015 bramble Elm at each of the above	1	\$ 1,000.00



admin@shawneetree.com
 (513) 519-3555
 3839 Round Bottom Road
 Cincinnati, OH 45244

Proposal #21995

Created: 07/29/2022

From: Jeff Schoeny

<input type="checkbox"/>	24) STUMP GRIND <i>Optional</i> 3 elm Leave grindings	1	\$ 270.00
<input type="checkbox"/>	25) REMOVE <i>Optional</i> 6939 bramble Oak at drain	1	\$ 3,300.00
<input type="checkbox"/>	26) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 300.00
<input type="checkbox"/>	27) REMOVE <i>Optional</i> 6917 windward Pear	1	\$ 400.00
<input type="checkbox"/>	28) STUMP GRIND <i>Optional</i> Leave grindings	1	\$ 150.00

Please use the checkbox to mark items as accepted.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing.

Removal of all materials is included, unless otherwise noted.

Removal of stump grindings not included.

Shawnee Tree prefers a check by mail for payment to avoid a 2.9% credit card fee. However, we do accept credit card payments with the additional 2.9% fee.

Signature

x *Melina Taylor*

Date: August 18, 2022

Please sign here to accept the terms and conditions

Assigned To

40Ton

Bucket

Office: 5135193555

Sales Reps

Jeff Schoeny

Office: 513-519-3555

GENERAL CONDITIONS AND TERMS OF AGREEMENT

INSURANCE: SHAWNEE TREE, (ST) is insured for liability resulting from injury to persons or property. Upon request, ST will supply customers with a copy of a Certificate of Insurance.

CONCEALED CONTINGENCIES: The customer agrees to pay on a time and material basis, according to ST's current schedule of rates, for any additional work required to complete the job or time lost occasioned by concrete or other foreign matter in the trunk or branches, active hornet or wasp nests, bee hives, or any other conditions not apparent in estimating work specified. ST will not be responsible for damage to underground utility lines, pet fence systems or sprinkler systems unless customer has notified ST of their existence, in advance. Customer will be responsible for marking the lines or providing a diagram of the system.

TREE OWNERSHIP BY CUSTOMER: The customer warrants that all trees listed in the contract are located on his/her property, and if not, that he/she has obtained permission from the adjoining owner to allow ST to perform the outlined work on them. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify ST for any costs or damages incurred as a result thereof.

JOB SITE CONDITIONS: In the event there is any change in the conditions of the trees or physical surroundings of the job site from time of inspection to job performance which would cause additional labor to accomplish the work, ST may, at its option, adjust the contract price to reflect the increased cost. Should adjusted price be unacceptable to the customer, he/she may cancel the contract. Any deposit being held by ST in excess of the time and material charges incurred will be refunded to the customer. Time and material charges already incurred will be the responsibility of the customer. Customer agrees to provide ST the exclusive use of the entire job site, including unobstructed access areas, during the performance of the work. Customer assumes responsibility of clearly marking trees for removal.

ALTERATIONS: Any alterations or deviation from stated specifications will become an extra charge over and above the contract price.

HAZARDOUS SITUATIONS: ST will not be liable for loss or damage to customer property or adjoining property caused by tree removal or trimming under circumstances where due to wind, storm, lightning, owner neglect or other casualty, trees or branches thereof create an immediate hazard.

WORKMANSHIP BY CONTRACTOR: ST warrants that the work to be performed will be accomplished in a neat and professional manner. All tree care operations will be performed in compliance with the standards adopted by the Tree Care Industry Association (TCIA) and in accordance with ANSI A300 Parts 1-7 and Z133 Standards.

STUMP REMOVAL: Unless otherwise specified herein, stump removal, mulch from stump removal or restoration of ground from stump removal are not included.

This work proposal includes only a visual inspection of accessible components of the tree to determine the scope of the work and a price for the services requested and shall not be considered a tree risk assessment. Risk assessment involves extensive evaluation and is conducted as a separate work item at an additional charge.

CUSTOMER'S RIGHT TO CANCEL: Written notice to cancel this agreement must be mailed before midnight of the third business day after signing this agreement. The notice must be sent to Shawnee Tree, 3839 Round Bottom Rd., Cinti., Ohio 45244. Notice to cancel must be received 24 hrs. prior to scheduled work date or a fee of \$180.00 (1 hour trip minimum) will be assessed. This proposal may be withdrawn by us if not accepted within 20 days.

INSUFFICIENT FUNDS: Any check returned for insufficient funds will automatically incur a fee of \$25, in addition to any fees charged by the bank.