## RESOLUTION 25 – 16, 2025 COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

# ACCEPTING PROPOSAL FROM MILLS FENCE COMPANY FOR 6805 CAMBRIDGE PARKING LOT SECURITY AND SCREENING FENCING, AUTHORIZING THE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH MILLS FENCE COMPANY, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Columbia Township Board of Trustees is working to revitalize the community's "Main Street" downtown by bringing vacant or underutilized properties into its inventory; this ownership assures the Township can directly attract new investment, higher quality services, and boost patronage to existing small businesses; and

WHEREAS, the Trustees in 2022 purchased the vacant property at 6805 Cambridge Ave. (Property) for redevelopment into an active community serving space to enhance and support the Plainville Business District - and the Madison Place Neighborhood.

WHEREAS, the Township is redeveloping the Property for public special-use parking for the new mixed-use community space (former Madison Place Firehouse) and the 6896 Murray Ave. bistro; both are slated to open in 2025. The Property also will include underground drainage integrated with the 2025 Cambridge Ave. East Improvement Project; and

WHEREAS, Columbia was required by Hamilton County to obtain a Zoning Certificate to redevelop the Project and to provide substantial screening between the commercially-zoned parking and adjacent residential property at 6897 Cambridge. The Project requires the new fencing to be installed along new boundary lines created by cooperative easements with the residential property for a walking path between new parking and Murray Ave. businesses; and

WHEREAS, the Township received an Ohio grant for the Property demolition and has applied for a Hamilton Co. community and economic impact grant toward the redevelopment costs which include the security and screening fencing; and,

WHEREAS, the Administrator recommends Mills Fence Company, 6315 Wiehe Rd., Cincinnati, Ohio 45237 for privacy fencing and installation for \$33,400.00 as detailed on the attached proposal; 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** by the Board of Township Trustees, Columbia Township, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to accept the proposal by Mills Fence Company and enter into a purchase contract for up to \$33,400.00.

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**BE IT FURTHER RESOLVED** by the Trustees of Columbia Township upon majority vote do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

Motion to accept Resolution made	by: MR. k	CUBICK!	_	
Seconded by: MR. LAMAR				
VOTE:				
TRUSTEE	Voting	Signature	[	Date
David Kubicki, President	yes_			04/08/2025
Brian Lamar, Vice-President	yes_	Bull		04/08/2025
Steve Brokamp, Trustee	HAS C			04/08/2025
ATTEST: Caroline Hee	R. H.s ekin, Fiscal C	officer	(	04/08/2025

**Refer to Attached Proposal** 



# 6315 Wiehe Road | Cincinnati, OH 45237 (513) 631-0333 | www.millsfence.com

RECIPIENT:

## Columbia Township

5687 Kenwood Road Cincinnati, OH 45227 Phone: 513-678-7070 Dustin

### **SERVICE ADDRESS:**

6805 Cambridge Avenue Cincinnati, Ohio 45227

Estimate #21904	
Sent on	06/03/2024
Job Estimator:	John Lyttle john@millsfence.com (513) 616-8312

Prevailing No Wage?

Job Type Residential (Res. or Comm.)?

Total

\$33,400.00

Product/Service	Description		417-211 1817 Augustus arrivotis	St.,	The All Control of the Control of th	Total
Prívacy  *** *******************************	Furnish and install 2 privacy fence by Gr and set in concrete.	eenwood Fenc Removal and	e. Posts to disposal o	be spaced fexisting fe	not to exceed 6', nce.	al \$33,400.00

**Total** 

\$33,400.00

### Terms and Conditions of Sale

Terms of payment are noted on Mills Fence's invoice. Interest will be charged at 1-1/2% per month (18% per year) on all past due accounts. With respect to commercial customers only, all costs of enforcement of these terms and conditions of sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Mills Fence, shall be paid by customer. Mills Fence reserves the right to cancel this order, delay delivery, repossess materials or demand immediate full or partial payment in advance of delivery if customer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligation owed to Mills Fence. 50% deposit required upon proposal acceptance for all residential installations. Deposit only refundable within 72 hours of transferring funds to Mills Fence. Installation dates and times are approximate, are not guaranteed and are subject to change.

Mills Fence will arrange to have public underground utilities marked prior to installation. Mills Fence assumes no responsibility for any unmarked public or private underground obstructions such as underground utilities, sprinkling systems, pipes, cables, drain tiles, tree roots, vegetation, or property lines. Customer understands that the fence line must be clear of all obstructions and that s/he will stake or mark the fence line. All customers are required to obtain their own permit, by contacting their local municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Mills Fence will repair or replace at our option any of our work that may prove to be defective in its workmanship or materials within a period of one year from the date of installation. As a condition precedent to this warranty, Customer grants Mills Fence the right to place a sign on the fence that is no more than 12" wide and no more than 6" high in a location solely determined by Mills Fence. MILLS FENCE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF MATERIAL (i.e., WOOD PRODUCTS) SOLD BY MILLS FENCE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN MILLS FENCE ARE THEIRS, NOT MILLS FENCE'S, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.



6315 Wiehe Road | Cincinnati, OH 45237 (513) 631-0333 | www.millsfence.com

Wood will warp, twist, and develop cracks during the drying process. Wood privacy fence will also develop small gaps between boards due to shrinkage. This is natural and expected and is not covered under warranty. Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

The laws of the State of Ohio shall apply in the construction of these terms of the contract or any dispute arising hereunder without giving effect to such jurisdiction's conflict of laws principles. Customer submits to jurisdiction in the courts of Hamilton County, Ohio.

In the event any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner.

This proposal may be withdrawn if not accepted within 30 days

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