

**RESOLUTION NO 20-30 2020**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING A RENEWAL AGREEMENT FOR PROFESSIONAL SERVICES  
FOR GENERAL ECONOMIC DEVELOPMENT ASSISTANCE; AUTHORIZING  
ADMINISTRATOR TO ENTER INTO AGREEMENT WITH HAMILTON COUNTY  
DEVELOPMENT COMPANY (HCDC)**

**WHEREAS**, the Board of Trustees desires to continue professional services for general economic development assistance; and

**WHEREAS**, Hamilton County Development Company ("HCDC") of Hamilton County, Ohio consults, communicates and advocates with regard to general economic development activities for communities; employs economic development marketing tools and programs for existing and prospective business developments; provides research and related services in support of applications for local, state and federal funds for economic development projects; arranges meetings with realtors, developers, site selection professionals; assists in creating and implementing strategies to seek funding for projects; and provides assessment of potential funding sources and provides assistance in pursuing those funds; and

**WHEREAS**, Hamilton County Development Company (HCDC) provides the desired services;


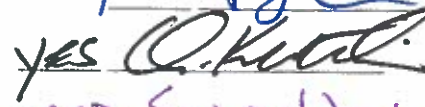

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to sign, on behalf of the Township, a renewal agreement between Hamilton County Development Company (HCDC) and Columbia Township for Economic Development Services in the amount of up to \$26,250.00 for the period of August 2020 through July 2021 for the aforementioned services.

Motion to accept Resolution made by: Mr./Mrs. Hughes

Seconded by: Mr./Mrs. Kritikos

**VOTE:**

**TRUSTEE**

	Voting	Signature	Date
David Kubicki, President	yes		7/14/20
Chris Kritikos, Vice-President	yes		7-14-20
Susan Hughes, Trustee	yes		7/14/20

**ATTEST:**

Caroline B. Heekin  
Caroline Heekin, Fiscal Officer

Passed, this 14th day of July 2020

## AGREEMENT

**THIS AGREEMENT** is made and entered into on this 14 day of July, 2020, by and between Columbia Township, Ohio, hereinafter referred to as "Columbia TWP" and HCDC, Inc., hereinafter referred to as "HCDC".

### WITNESSETH:

**WHEREAS**, Columbia TWP desires to engage the services of HCDC to provide certain professional economic development services of a non-competitive nature, said services more fully described herein below under Section I and set forth in Exhibit "A"; and

**WHEREAS**, HCDC was established in 1983 as a private, not-for-profit corporation organized to promote economic development; and

**WHEREAS**, HCDC desires to provide said services to Columbia TWP;

**NOW THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

### SECTION I. SCOPE OF SERVICES

HCDC shall perform all the necessary services under this Agreement in connection with economic development, which services are generally described in the Scope of Services attached hereto, marked Exhibit "A", and by this reference made a part hereof.

### SECTION II. TERM

The services of HCDC are to begin on August 1, 2020, and shall be completed by July 31, 2021.

### SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

- A. COMPENSATION** – Columbia Township agrees to pay to HCDC a total amount not exceeding Twenty-Six Thousand Two Hundred and Fifty Dollars (\$26,250.00) as full and complete compensation for HCDC's service provided during the term of this Agreement.
- B. INVOICES** – HCDC shall invoice Columbia Township twice over the term of this Agreement, once upon execution of the contract and again on February 1, 2021, in two equal payments of Thirteen Thousand One Hundred and Twenty-Five Dollars (\$13,125).
- C. WITHHOLDING PAYMENTS** – In the event HCDC fails to fulfill the terms and conditions of this Agreement, Columbia TWP agrees to notify HCDC of the failure and HCDC shall have ten (10) days to resolve the failure. If HCDC fails to remedy the failure

within ten (10) days, Columbia TWP may withhold the payment due for the prior month's services as an alternative to termination or cancellation of the Agreement. Upon HCDC remedying the failure, Columbia TWP shall pay HCDC the amount of payment withheld within five (5) business days from receipt of HCDC's request for payment of the withheld amount.

#### **SECTION IV. ASSIGNABILITY**

HCDC shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of Columbia TWP.

#### **SECTION V. REPORTS AND INFORMATION**

HCDC, at such times and in such forms as Columbia TWP may require, shall furnish reports and information as may be requested by the Administrator pertaining to the work or services undertaken pursuant to this Agreement on a quarterly basis.

#### **SECTION VI. TERMINATION**

Either party may terminate this Agreement with or without cause, by giving the other party at least thirty (30) days prior written notice. In such event, Columbia TWP shall pay HCDC such proportions of the compensation amount set forth in Section III herein, as properly earned as of the date of termination. Columbia TWP and HCDC may mutually agree to terminate this Agreement at any time.

#### **SECTION VII. SEVERABILITY**

In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions, and each provision of the Agreement will be, and is deemed to be, separated and severable from each other provision.

#### **SECTION VIII. ENTIRE AGREEMENT**

This agreement represents the final and entire understanding between Columbia TWP and HCDC regarding the subject matter contained herein. Any prior agreements and understanding between the parties related to or regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

#### **SECTION IX. SUCCESSORS AND ASSIGNS**

The terms of this Agreement shall inure to the benefit of and be binding upon Columbia TWP and HCDC and their respective successors and/or assigns.

**SECTION X. APPLICABLE LAW**

The terms of this Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio. Any dispute arising out of this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Ohio, in each case, located in Hamilton County, Ohio.

**IN WITNESS WHEREOF**, Columbia TWP and HCDC have executed this Agreement as of the date first above written.

HCDC, Inc.:

Columbia Township, Ohio

BY: \_\_\_\_\_  
Patrick Longo  
President & CEO

BY: \_\_\_\_\_  
Melissa Taylor  
Township Administrator

## **Columbia Township Scope of Services 2020-2021**

### **EXHIBIT "A"**

- I. HCDC will pursue the following Strategic Goals and analysis to focus the General Economic Development Services provided in this service contract**
  - A. Identify key development sites and utilize economic development and marketing tools to promote and attract new businesses in each of the business corridors.
  - B. Promote development opportunities and specific types of business users that may have potential for recruitment to the Township's three commercial districts. Primary focus shall be on sites that complement and reinforce current developments with a focus on medical, office, technology and other allied businesses.
  - C. Assist in development of township policy and strategy for investment in commercial corridor properties to facilitate development and control of development.
  - D. Formulate a strategic approach to promoting focused entrepreneurial redevelopment within the Township's commercial corridor on Plainville Road utilizing resources and services of HCDC.
  
- II. General Economic Development Assistance**
  - A. HCDC will provide general economic development assistance to Columbia Township, including:
    1. Coordination of general, as well as, site specific economic development activities as designated by Columbia Township.
    2. Employing economic development marketing tools and programs to both existing and prospective business developments.
    3. Providing Columbia Township with research and related services in support of applications for local, state and federal funds for economic development projects

4. Promoting Columbia Township's economic development opportunities through direct meetings with Cincinnati area Realtors, developers, and site selection professionals.
5. Development of a retention/visitation program with an annual goal of ten (10) visits to local businesses.

### **III. Tax Incentive Programs**

- A. HCDC will continue to promote, advocate for, and administer tax incentive programs used in the course of pursuing and securing economic development projects for the Township's commercial development areas. HCDC will also review the current tools being used by the Township and recommend and implement any new programs, if needed.
- B. HCDC will continue to identify and present potential candidates for CRA and other Township-sponsored incentives and continue to work with and monitor CRA projects in process

### **IV. Development Site Inventory**

- A. HCDC will develop and maintain for the length of the Agreement an inventory of available commercial and industrial development sites in Columbia Township for new development opportunities and for inclusion with marketing communications.
  1. The inventory will include ownership, acreage, building information, and contact information.
  2. HCDC will provide the Township with a digital copy of the inventory. Upon request HCDC will provide up to five color copies of the inventory to Columbia Township. The inventory will be updated every six months. Additional color copies can be provided for a small fee.

**RESOLUTION NO. \_\_\_\_\_, 2020**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**ACCEPTING CONSTRUCTION BID AND AWARDING CONTRACT TO FRED A. NEMANN CO. FOR "HILL AND DALE DRIVE IMPROVEMENTS"; AUTHORIZING THE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH FRED A. NEMANN CO.; DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, the bid of Fred A. Nemann Co., 648 Bender Rd., Cincinnati, Ohio ("Nemann") is the lowest and best for the construction of the Hill and Dale Drive Improvements hereinafter known as the "Project";

**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; and,



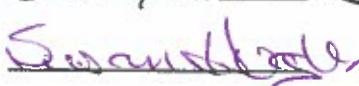
**WHEREAS**, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; the reason for the emergency is the Township must award the contract at the earliest possible time to meet the schedule to complete, or substantially complete, the Project before the end of the 2020 construction season.

**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 accepts the bid from Nemann upon Nemann entering into a contract in the amount of \$ 1,427,090.67; and further authorizes the Administrator to enter into a contract with Nemann in the amount of \$ 1,427,090.67. Greater Cincinnati Waterworks will reimburse the Township \$292,918.67 for the new water line construction, and the Township's net cost for roadwork will be \$1,134,172.

Motion to accept Resolution made by: Mr./Ms.

Seconded by: Mr./Ms.

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>		<u>7/14/20</u>
Chris Kritikos, Vice-President	<u>YES</u>		<u>7-14-20</u>
Susan Hughes, Trustee	<u>yes</u>		<u>7/14/20</u>

**ATTEST:**

\_\_\_\_\_  
Caroline Heekin, Fiscal Officer

Passed this 19<sup>th</sup> day of July 2020.



**RESOLUTION NO. \_\_\_\_\_, 2020**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING THE COLUMBIA TOWNSHIP ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF NATURAL GAS FOR THE TOWNSHIP'S NATURAL GAS AGGREGATION PROGRAM, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, the electorate of Columbia Township has previously authorized the Township to aggregate eligible retail natural gas loads located within its governmental boundaries and to enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out; and

**WHEREAS**, in accordance with Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code, the Township is required to submit a CERTIFICATION APPLICATION FOR NATURAL GAS GOVERNMENTAL AGGREGATORS to the PUCO; and,

**WHEREAS**, the Township has engaged in a fair and open process to request proposals for supplying natural gas for the future from such certified natural gas suppliers; and,

**WHEREAS**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, upon majority vote does hereby dispense 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 contracts and to take other steps as necessary for the purchase of natural gas for Township use from a retail gas supplier at a moment's notice because, to obtain the most competitive price, a contract for such natural gas must be accepted within hours after it is submitted.

**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 resolves:

**Section 1:** That the Administrator is authorized to execute contracts for and to take such other steps as necessary for the purchase of natural gas for Township use from a retail natural gas supplier if:

- 1) The natural gas agreement is based on the recommendation of Supernova Partners, LLC, (should "and" be inserted here?) Affordable Gas & Electric Company, LLC, the Township's consultant for its aggregation program; and,
- 2) The natural gas rate is for a period of at least 12 months and not to exceed a period of 24 months; and,

3) The natural gas rate continues to utilize a managed rate structure beginning with the October 2020 service periods; and,

**Section 2:** That the Administrator shall notify the Board of Trustees, at the next monthly meeting, of actions taken pursuant to the Resolution.

**Section 3:** That this Resolution shall take effect at the earliest time provided by Ohio law.

Motion to accept Resolution made by: Mr./Ms.

Seconded by: Mr./Ms.

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	<u>7/14/20</u>
Chris Kritikos, Vice-President	<u>yes</u>	<u>[Signature]</u>	<u>7-14-20</u>
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	<u>7/14/20</u>

**ATTEST:** \_\_\_\_\_

Caroline Heekin, Fiscal Officer

Passed this 14<sup>th</sup> day of July 2020.

**RESOLUTION NO. 20- 1, 2020**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING THE PURCHASE OF TWO (2) 2020 POLICE PURSUIT VEHICLES AND EQUIPMENT  
TO REPLACE 2019 TOTAL-LOSS DODGE CHARGER AND REPLACE 2013 DODGE CHARGER  
AS PART OF FLEET MANAGEMENT, DISPENSING WITH THE SECOND READING  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, provides vehicles for use by the Hamilton County Sheriff for patrol and enforcement in the Township; and,

**WHEREAS**, a Columbia Township 2019 Dodge Charger Police Pursuit Car 172 was involved in a serious crash while an officer was responding to a call and was deemed by the Township's vehicle insurer to be a total loss; and,

**WHEREAS**, a Columbia Township 2013 Dodge Charger Police Pursuit Car 73 is scheduled to be replaced in 2020 as the oldest fleet car; the replacement is funded in the 2020 Township budget and is based on the Sheriff's recommended fleet management cycle for vehicles with more than 100,000 miles that have higher downtime due to increasing maintenance and higher repair expenses; and,

**WHEREAS**, the Sheriff's Office confirmed there are no available 2019 or 2020 Dodge Charger Police Pursuit vehicles in national inventory and no more will be manufactured, but has arranged for Columbia Township to take delivery of one 2020 Ford Explorer Police Pursuit vehicle and one 2020 Chevy Tahoe as part of the Sheriff's Office purchase order at the original public bid price at or below market value; and,

**WHEREAS**, for the 2020 Chevrolet Tahoe ~~Explorer~~ to replace the 2019 total-loss vehicle, the Sheriff's Office estimates the total vehicle package cost to be \$41,513.35 as follows; \$36,488.00 for 2020 Chevrolet Tahoe Police Pursuit from Ganley Chevrolet of Aurora; \$4616.95 for Equipment Package from Parr Public Safety Equipment; and \$408.40 for Exterior Detailing Package from DanCo Lettering. The Township's net cost for the total vehicle package is \$22,400 after the \$24,138 insurance settlement for a net vehicle cost of \$17,375.35; and,

**WHEREAS**, for the 2020 Ford Explorer to replace the 2013 vehicle being retired from service, the Sheriff's Office estimates the total vehicle package cost to be \$32,528.40 as follows: \$28,474 for 2020 Ford Explorer Police Pursuit from Lebanon Ford (\$31,974 minus \$3,500 trade-in of 2013 vehicle); \$3,661 for Equipment Package from Parr Public Safety Equipment; and \$393.40 for Exterior Detailing Package from DanCo Lettering. The Township's net cost for the total vehicle package is \$17,528 after CBT's annual \$15,000 township services grant; 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; 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; the reason for the emergency is the Township must purchase both vehicles at the earliest possible time or will lose the opportunity during this extended COVID period of low national vehicle inventory when the Township has been seeking vehicles for more than three months; and,




**RESOLUTION NO. 20-\_\_\_\_\_, 2020**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**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 spend up to \$41,513.35 total for the purchase of a 2020 Chevrolet Tahoe Police Pursuit Vehicle Package and up to \$32,528.40 for a 2020 Ford Explorer Police Pursuit Package.

Motion to accept Resolution made by: Mr./Mrs. \_\_\_\_\_

Seconded by: Mr./Mrs. \_\_\_\_\_

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	yes		7/14/20
Chris Kritikos, Vice-President	YES		7-14-20
Susan Hughes, Trustee	yes		7/14/20

**ATTEST:**

\_\_\_\_\_  
Caroline Heekin, Fiscal Officer

Passed, this 14<sup>th</sup> day of July 2020.