

PUBLIC NOTICE

AGENDA

ADMINISTRATIVE SERVICES COMMITTEE MEETING

Committee Members: Lisa Evans, Kim Chamberland, and Sandy Russell

Monday, November 2 at 5:30 p.m.

Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the October 1, 2020 Administrative Services Committee Minutes

Agenda Items:

- Noise Ordinance Discussion
- Staybridge Hotel Economic Development Incentives
- Allocation of 100% Income Tax Collection to General Fund in 2021
- Bishops Bike Trailhead Lease Agreement
- Hamilton County CARES Act Local Jurisdiction Funding
- Signal Hills Lift Station Pump Quotes
- And all additional matters that may properly come before the Committee

Adjourn

**Administrative Services Committee
Meeting Minutes
October 1, 2020**

Ms. Evans called the meeting to order at 4:00 p.m.

Present: Lisa Evans, Sandy Russell, Kim Chamberland

Staff: City Manager, Michael Doss, Finance Director Pat Wirthlin, MCFD Captain Miles Miller and Administrative Assistant Jackie Bain

Visitor: none

Proceedings:

Approve the proceedings from the August 11, 2020 meeting, Ms. Evans made a motion to approve. Seconded by Ms. Russell, Ms. Chamberland abstained

Approve the proceedings from the August 27, 2020 Ms. Evans made a motion to approve. Seconded by Ms. Chamberland. Ms. Russell abstained

Approve the proceedings from the September, 14 2020 Ms. Russell made a motion to approve. Seconded by Ms. Chamberland. Ms. Evans abstained

CARES ACT FUNDS – CITY PURCHASES

Finance Director, Pat Wirthlin explained that the city has \$354k to spend with Yet Another Round of CARES Funds. The City expects to receive yet another round of CARES funds very soon. Bottom line is that the City needs to encumber \$354K in new items by November 20th. Staff submitted ideas to Council, regardless of the amount. If Council approves the Wish List, we will still have an additional \$182K to earmark rather quickly. Captain Miles Miller spoke on behalf of the MCFD on the purchase of two Life Pack Fifteen Heart Monitors for both medic units/ambulances. The committee also reviewed and discussed other items on the CARES Act fund list including Tents to assist the Outdoor Dining Area in colder months, propane patio heaters, outdoor metal tables to use inside the tents, possibly hiring a temporary part-time employee to manage Covid-related information, 1-year trial of a public meeting software program, automated entrance doors and other items listed on the CARES Funds wish List. Many of the items are in high demand, and prices can change daily. The extra encumbrance amount provides a cushion for just that reason.

2020-54

The Committee Agreed to Make A Recommendation for The Law Director to Draft an Ordinance Authorizing Coronavirus Relief Fund Purchases According to The Attached Chart for a Total Amount Of \$172,907 Contingent on and to the extent that the City has received the CARES Act funds

COVID-19 TEMPORARY TENT USAGE FOR RESTAURANTS/RETAIL BUSINESSES

City Manager, Michael Doss presented information regarding Covid-19 Temporary Tent usage for Restaurants/Retail Businesses. The businesses will be given a temporary permit of up to six months to have a tent outside of their business. The Fire Department will inspect the tents to make sure it is safe. There are requirements and restrictions that the businesses will have to adhere to. There is a lot of potential for businesses to use this to help sustain their business during the winter months. Tents will be allowed as long as they pass the requirements, have the space and are safe. The city could possibly spend money on barriers so that tents can be set up downtown and be accessible to everyone yet safe.

There being no further business, the meeting adjourned at 4:52 p.m. with a motion from Ms. Chamberland Seconded by Ms. Russell All yes

Respectfully submitted,
Jackie Bain Administrative Assistant

These minutes have been approved and adopted by Ms. Evans, Ms. Russell and Ms. Chamberland October 4, 2020."

DRAFT #1

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. 2020-54

Passed November 5, 2020

AN ORDINANCE ENACTING CHAPTER 737 OF THE CODIFIED ORDINANCES OF THE CITY OF MILFORD, OHIO, ESTABLISHING THE REGULATION OF AMPLIFIED SOUND WITHIN THE CITY OF MILFORD RIVER DISTRICT

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

The Council of the City of Milford hereby enacts Chapter 737 of the Codified Ordinances of the City of Milford, Ohio, as follows:

CHAPTER 737 RIVER DISTRICT SOUND

737.01 DEFINITIONS

- (1) "Amplified sound" means music or other loud sound or noise whether generated by live performance, radio, phonograph, television, tape player, compact disc player, computer, loudspeaker, or any other sound amplifying device.
- (2) "Person" means the owner, tenant, person in possession of a premises, or person in control of the premises by reason of employment, or agency, whether such ownership, possession or control is exclusive or joint. A "person" shall include any corporate entity or partnership.
- (3) "River District" is the business district located within the city of Milford as defined and set forth in the Milford Zoning Ordinance.

737.02 No person shall permit or allow amplified sound to be played or generated within the City of Milford River District ~~after 11:00 p.m. Sunday through Thursday or after 12:00 a.m. Friday and Saturday.~~

737.03 Any violation of this Ordinance shall be a minor misdemeanor subject to a \$150 fine on the first violation; a fourth degree misdemeanor on the second violation; a third degree misdemeanor subject to a \$500 fine on the third violation; a second degree misdemeanor subject to a \$750 fine for each violation thereafter.

Section 2.

This Ordinance expressly revokes and supersedes Ordinance No. 2020-08 passed and adopted on January 21, 2020, and amends and supersedes any Ordinance, Resolution, Rule, or Regulation which is clearly inconsistent herewith.

Section 3.

Pursuant to and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: November 5, 2020

ATTESTED:

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. _____ Passed _____, 20____

LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.

Michael Minniear Reg. No. 0022446
Law Director

CLERK'S CERTIFICATION

I, Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Ordinance was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 1000 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center Street, Milford, Ohio each for a period of fourteen (14) days commencing on the 20th day of February, 2020.

Jackie Bain, Clerk

DRAFT

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. 2020-54

Passed November 5, 2020

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- (3) "River District" is the business district located within the city of Milford as defined and set forth in the Milford Zoning Ordinance.

737.02 No person shall permit or allow amplified sound to be played or generated within the City of Milford River District after 10:00 p.m. on Sunday, after 11:00 p.m. Monday through Thursday, or after 12:00 a.m. on Friday and Saturday.

737.03 Any violation of this Ordinance shall be a minor misdemeanor subject to a \$150 fine on the first violation; a fourth degree misdemeanor on the second violation; a third degree misdemeanor subject to a \$500 fine on the third violation; a second degree misdemeanor subject to a \$750 fine for each violation thereafter.

Section 2.

This Ordinance expressly revokes and supersedes Ordinance No. 2020-08 passed and adopted on January 21, 2020, and amends and supersedes any Ordinance, Resolution, Rule, or Regulation which is clearly inconsistent herewith.

Section 3.

Pursuant to and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: November 5, 2020

ATTESTED:

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. _____ Passed _____, 20____

LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.

Michael Minniear Reg. No. 0022446
Law Director

CLERK'S CERTIFICATION

I, Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Ordinance was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 1000 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center Street, Milford, Ohio each for a period of fourteen (14) days commencing on the 20th day of February, 2020.

Jackie Bain, Clerk

Proposed Staybridge Suites Incentives

Proposed: **City of Milford Property Tax Rebate Incentive Program**

Clermont County Auditor Parcel ID:

Term: 5 Years

Rebate Rate: 100%

Estimated annual Milford Property tax rebate: \$27,431 (Estimated)

Estimated total term Milford Property tax rebate: \$137,155 (Estimated)

Proposed: **City of Milford Utility Tap Fee Waiver Program**

Clermont County Auditor Parcel ID:

Term: One-Time Waiver of Water and Sewer Tap Fees

Rate: 100%

Breakdown:

2" Water Tap - \$18,000

2" Sewer Tap - \$20,000

Inspect Fee - \$100

Total \$38,100

Total Incentive: \$175,255 (Estimated)

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 80043

Ordinance No. 2020-21

Passed May 5, 2020

AN ORDINANCE AUTHORIZING THE ALLOCATION OF 100% OF INCOME TAX COLLECTIONS TO THE GENERAL FUND FOR 2020

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

The Council of the City of Milford hereby authorizes the City Finance Director to allocate 100% of City of Milford income tax collections to the General Fund for the remainder of 2020, effective immediately upon passage of this Ordinance by City Council.

Section 2.

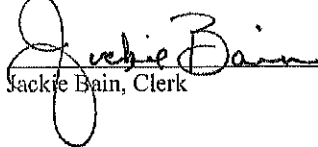
This Ordinance amends and supersedes any Ordinance, Resolution, Rule, or Regulation which is clearly inconsistent herewith.

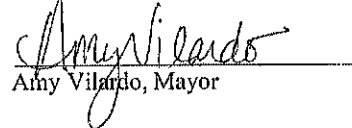
Section 3.

Pursuant to and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: May 5, 2020

ATTESTED:


Jackie Bain, Clerk


Amy Vilardo, Mayor

LAW DIRECTOR'S CERTIFICATION

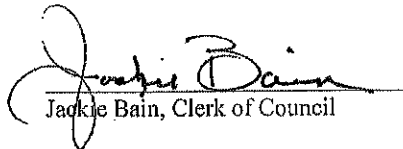
I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.



Michael Minniear, Law Director
Reg. No. 0022446

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Park National Bank, 25 Main Street, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 100 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center St., Milford, Ohio each for a period of fourteen (14) days commencing on the 7th day of May, 2020.


Jackie Bain, Clerk of Council

MILFORD TRAILHEAD BUILDING LEASE

The City of Milford ("Lessor"), whose address is 745 Center Street, Milford, Oh. 45150 hereby leases to Hellebusch Bicycles, LLC, ("Lessee") whose address is 313 Main Street, Milford, Oh 45242, the northern 1/3 of the Milford Trailhead building located at 5 SR 126, Milford, Ohio at the intersection of US 50 and SR 126 ("Premises") see Exhibit A, on the terms and conditions contained herein.

TERM: An initial 5 year term, commencing December 1, 2020 through November 30, 2025. Lessor grants Lessee one additional five-year Option to Renew ("Option"). To exercise such Option, Lessee must provide Lessor no less than 30-day written notice of its intention to renew.

RENT: The rent shall be \$2,700.00 per year, payable in monthly payments, due on the first day of each month, as follows:

May-August	\$375.00 per month
September- April	\$150.00 per month

Should Lessee exercise its Option to Renew, monthly rent shall increase 15% over the rent during the initial term.

Lessor shall allow Lessee unlimited use and occupancy of the premises, provided however, that Lessee agrees not to store any materials that are hazardous, environmentally unsafe, emit any odors, or may be a fire hazard.

Lessee will store all items within the Premises at its sole risk and responsibility. Lessor shall not be liable to Lessee or any other person for damage to any property stored within the Premises. Upon expiration of the term of this Agreement, Lessee must immediately clean the Premises and remove all property stored therein. If property is not removed upon the expiration or termination of this lease, Lessor shall have the right to dispose of such property in its sole discretion and shall not be liable in any manner for such disposition.

Date

Lessor

Date

Lessee

STATE OF OHIO

) SS:

COUNTY OF CLERMONT)

BE IT REMEMBERED, that on the ____ day of _____, 2016
personally appeared before me Greg Linfert, as owner of Bishops Bicycles and acknowledged to
me that he executed the foregoing instrument, that he was duly authorized therefore, and that the
same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the
day and year last above written.

I

Notary Public

STATE OF OHIO

) SS:

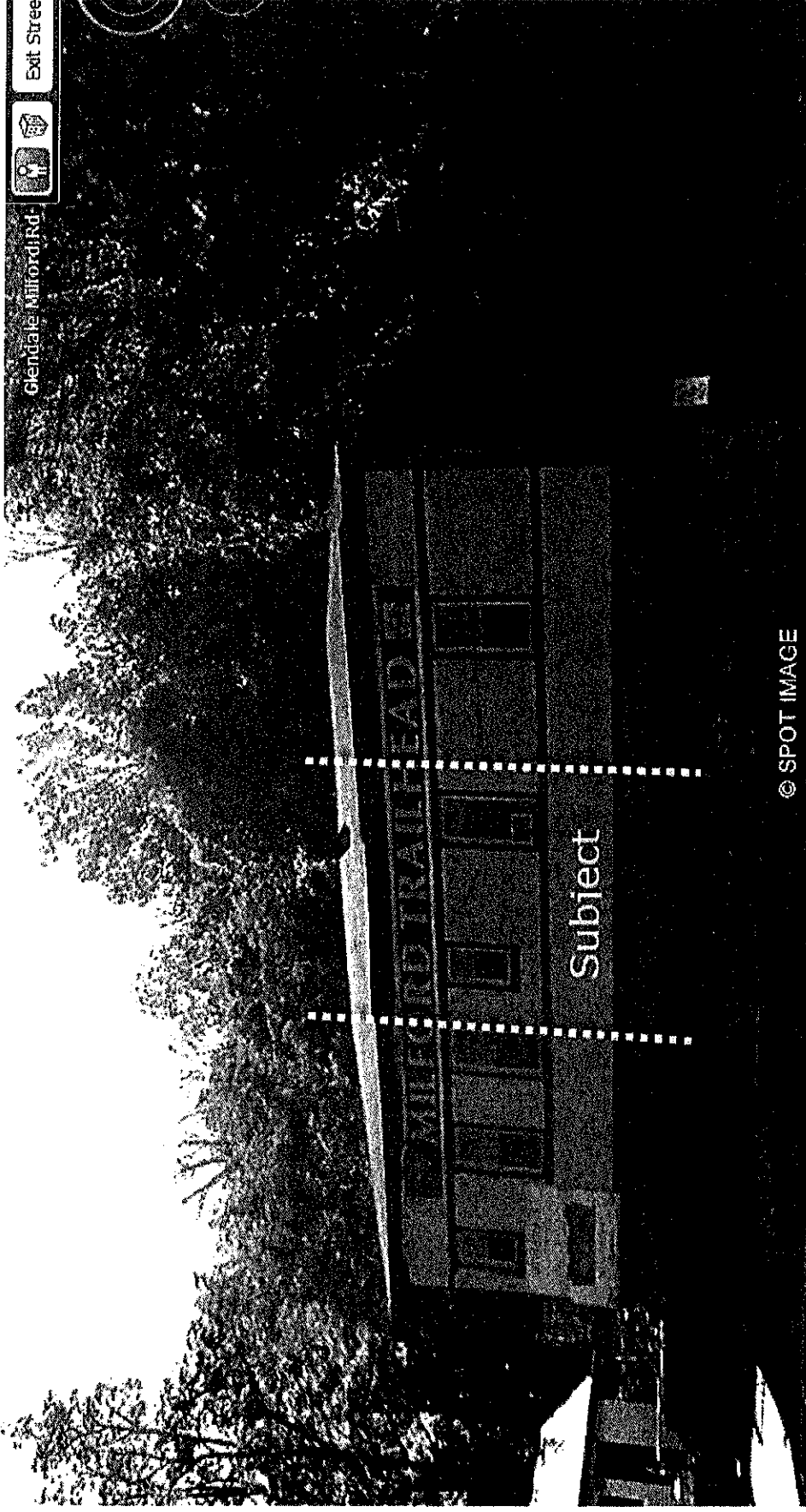
C O U N T Y O F C L E R M O N T

BE IT REMEMBERED, that on the ____ day of _____, 2016
personally appeared before me _____ and acknowledged to me that he/she
executed the foregoing instrument, that he/she was duly authorized therefore, and that the same
was his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the
day and year last above written.

Notary Public

EXHIBIT A



**HAMILTON COUNTY, OHIO
CARES ACT
LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW**

The Board of County Commissioners, Hamilton County, Ohio ("Board") recognizes that the 49 local political jurisdictions ("Local Jurisdiction(s)") that are located within the geographical boundaries of Hamilton County have been impacted by the COVID-19 public health crisis. To assist in offsetting the resulting financial burden from COVID-19, the Board has allocated \$25 million of its CARES Act funding to provide direct financial assistance ("Program") to the Local Jurisdictions ("CARES Funds" or "CARES Funding"). In determining the amount of funding to be allocated to each of the Local Jurisdictions, the Board used the County Undivided Local Government Fund formula.

Permissible Uses of Funds

The CARES Act provides that payments may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
2. Were not accounted for in the Local Jurisdiction's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act). A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Local Jurisdiction will only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management. Local Jurisdictions are cautioned that guidance changes frequently and later versions may become available.

Ineligible Uses of Funds

If it is determined that CARES Funds have been used to reimburse ineligible costs or expenses of the Local Jurisdiction, all or part of the funding shall be immediately repaid to Board, upon demand.

Accessing Funds

CARES Funds are available to Local Jurisdictions on a reimbursement basis only for those COVID-19 related costs that comply with federal and state guidance. While this guidance continues to evolve, if future guidance is modified in a manner that affects the permitted uses of funds, the Board may, at its discretion, use its best efforts to notify the Local Jurisdictions to make any necessary changes. In all cases and under all circumstances, Local Jurisdiction is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.

Local Jurisdictions must comply with the following in order to access CARES Funding through the Program:

1. Execute an agreement in a form satisfactory to the Board which sets forth Program requirements and eligible costs and expenses as outlined in U.S. Treasury guidance.

2. Establish internal controls, including setting up a Special Revenue Fund to separately track the receipt and expenditures of the CARES Funds.
3. Return the executed agreement to the Board along with any authorizing resolution of the Local Jurisdiction.
4. Submit a completed Reimbursement Request form for all reimbursement requests. Reimbursement is permitted for eligible expenses incurred between March 1, 2020 and December 30, 2020. The Reimbursement Request form must be a form substantially similar to that set forth as Attachment A.
5. Comply with the reimbursement timeline set forth below:
 - A. Reimbursement requests can be submitted upon final execution of agreement.
 - B. Local Jurisdictions are encouraged to submit request for reimbursement as soon as practicable.
 - C. Local Jurisdictions are encouraged to communicate to Hamilton County as soon as practicable if they will not be utilizing the full funding allocation.
 - D. Final Reimbursement request must be submitted by close of business on January 6, 2021.
6. Submit copies of all source documentation for eligible expenses at the time the reimbursement request is delivered to the Board. Source documentation includes, without limitation, invoices, packing slips, purchase orders, and financial records evidencing proof of payment. The receipt and review of documentation as well as the payment of CARES funding by Board to Local Jurisdiction shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed.
7. A Local Jurisdiction that requests reimbursement for public safety or public health payroll costs must submit all relevant payroll and personnel records/reports that evidence the amount of payroll expenses and personnel expenses being requested for reimbursement (e.g. position description, rate of pay, hours worked, any required allocation of time). A Local Jurisdiction shall not include in any reimbursement request any separation payments (e.g. as sick, vacation and comp time), bonuses, payroll for administrative personnel, or any other payroll expense not permitted by federal law and federal or state guidance. Any submitted request for reimbursement shall include a signed certification from the Chief Executive of the Local Jurisdiction that states that the payroll and personnel costs that are included as a part of the reimbursement request are in compliance with federal law and federal and state guidance.
8. Local Jurisdiction shall maintain all records, financial or otherwise, relating to the reimbursement of costs and expenses for at least five (5) calendar years after final payment of CARES Funds is received by the Local Jurisdiction. In addition, Local Jurisdiction shall maintain documentation that supports the costs of and conclusions made with respect to the public safety and public health employees or personnel being substantially dedicated to mitigating or responding to COVID-19 health emergency.

**2020 CARES ACT
LOCAL JURISDICTION AGREEMENT**

This Agreement is entered into on _____, 2020, by and between the Board of County Commissioners, Hamilton County, Ohio ("Board") and The City of Milford, ("Local Jurisdiction"), located at 745 Center Street, Suite 200, Milford, Ohio, 45150, sometimes collectively referred to in this Agreement as "Parties."

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was passed establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, as a county with a population that exceeds 500,000, Hamilton County ("County") is a unit of local government eligible for receipt of direct payment under the CARES Act, and as such received \$142 Million from the Coronavirus Relief Fund; and

WHEREAS, the Board passed a resolution on June 2, 2020 authorizing the County Administrator to appropriate and implement programming consistent with the County's CARES Act Plan which included, among other priorities, assistance for municipalities and townships; such plan was amended by Board on July 30, 2020 and August 27, 2020; and,

WHEREAS, Board has allocated \$25,000,000 in CARES Act funding to municipalities and townships located within the geographical boundaries of County for reimbursement of certain necessary expenditures incurred due to the public health emergency with respect to the Pandemic; and

WHEREAS, Based upon the computation used in conjunction with County's Undivided Local Government Fund, Board has calculated the maximum amount of CARES Act funding that Local Jurisdiction will be able to receive from Board for certain necessary expenditures incurred due to the public health emergency with respect to COVID-19 as \$890.00; and

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. Amount of Grant.
Board hereby grants and awards to Local Jurisdiction, a municipality or township located within the geographical boundaries of County, an amount up to **\$890.00** ("Grant").
2. Uses of Grant Funding.
Grant funding shall only be used to reimburse necessary expenditures incurred by Local Jurisdiction due to the public health emergency with respect to COVID-19. Local Jurisdiction agrees that it will only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State and the Ohio Office of Budget and Management. The receipt and review of documentation as well as the payment of Grant funding by Board to Local Jurisdiction shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed. In all cases and under all circumstances, Local Jurisdiction is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.
3. Applicable Time Periods.
Funds provided for hereunder can only be used to reimburse eligible expenses incurred between March 1, 2020 through December 30, 2020, inclusive unless extended by written agreement of the Parties or otherwise terminated as provided herein. Any unused funding shall be forfeited by Local Jurisdiction.
4. Compliance with Program Criteria.
Local Jurisdiction acknowledges and agrees that it will comply with the criteria and requirements set forth in the *LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW*, attached hereto and incorporated herein by reference, as Exhibit A.
5. Compliance with Applicable Law.
Local Jurisdiction agrees to comply with all applicable federal, state, and local laws, rules, and regulations.

6. Ineligible Uses.

If at any time, it is determined that Grant funds have been used to reimburse ineligible costs or expenses of the Local Jurisdiction, all or part of the funding shall be immediately repaid to Board, upon demand. If there is any determination by the federal or state government (including without limitation, the Office of Inspector General or the Ohio Auditor of State) that any funds were expended by Local Jurisdiction in violation of the CARES Act requirements which results in a request for repayment of these funds, then Local Jurisdiction shall provide, upon demand, funds to the Board sufficient to meet any repayment request. If Local Jurisdiction fails to provide the required repayment, then the Board reserves the right to pursue all necessary legal means to recoup said funds. If Local Jurisdiction determines that any required repayment will be made from funds to be transferred by Board to Local Jurisdiction from the County Undivided Local Government Fund; Board agrees to cooperate with such process. This paragraph shall survive termination or expiration of this Agreement.
7. Classification of Grant Funds.

Funds provided through this Agreement are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance, 2 CFR 200.303 regarding internal controls, 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Local Jurisdiction agrees to remain in compliance with these provisions.
8. Accounting.

Local Jurisdiction shall establish internal controls, including a special revenue fund, to ensure that all required documentation required herein shall be easily accessible and understandable in the case of any audit or review.
9. Other Funding Sources.

Funds provided hereunder shall not be used for costs or expenses that are already being funded by any other federal, state, or local funding sources. Funding paid hereunder shall not supplant any other funding.
10. Reimbursement Requests.
 - a. Local Jurisdiction shall submit reimbursement request on the Reimbursement Application Form, a form of which is attached hereto and incorporated herein by reference or another form that may be agreed to by

the Parties. All reimbursement requests shall include all source documentation, including without limitation, invoices, packing slips, purchase orders, payroll records, and financial statements that evidence the requested reimbursement request. Reimbursement requests shall be received by Board on or before January 6, 2021. Notwithstanding the above, Local Jurisdiction is encouraged to submit any request for reimbursement as soon as practicable.

- b. If Local Jurisdiction requests reimbursement for public safety and public health payroll and personnel costs, Local Jurisdiction must submit all relevant payroll and personnel records/reports, that evidence the amount of payroll and personnel expenses being requested for reimbursement (e.g. position description, rate of pay, hours worked, and any required allocation of time). A Local Jurisdiction shall not include in any reimbursement request any separation payments (e.g. as sick, vacation and comp time), bonuses, payroll for administrative personnel, or any other payroll expense not permitted by federal law and federal or state guidance.

Any submitted request for reimbursement shall include a signed certification from the Chief Executive of the Local Jurisdiction that states that the payroll and personnel costs that are included as a part of the reimbursement request are in compliance with federal law and federal and state guidance.

11. Records and Record Retention.

Local Jurisdiction shall maintain all records, financial or otherwise, relating to the reimbursement of costs and expenses paid for through this Agreement for at least five (5) calendar years after final payment of CARES Funds is received by the Local Jurisdiction. In addition, Local Jurisdiction shall maintain documentation that supports the costs of and conclusions made with respect to the public safety and public health employees or personnel being substantially dedicated to mitigating or responding to COVID-19 health emergency.

Board shall at any reasonable time have the right of access to and review or audit any and all such records pertinent to this Agreement and that said records shall be maintained in a manner to facilitate such reviews and audits.

12. Termination by Local Jurisdiction.

Local Jurisdiction may, at any time, terminate this Agreement, in whole or in part, upon written notification to Board.

13. Compliance.

Local Jurisdiction certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

14. Complete Agreement.

This Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this Agreement.

15. Warranties/ Representations and Required Signature from Local Jurisdiction.

a. Local Jurisdiction warrants and represents that (i) it has the full and unrestricted right, power and authority to enter into this Agreement; (ii) it is duly organized and validly existing under the laws of 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; (ii) all required corporate action needed to authorize the execution, delivery and this Agreement and the transactions contemplated hereby have been taken and are in full force and effect; and (iv) this Agreement when duly executed and delivered and constitutes the valid, legal and binding obligation of Local Jurisdiction.

b. Local Jurisdiction shall sign and return this Agreement within thirty (30) days of receipt or may forfeit the funding allocation.

16. Counterparts.

This Agreement may be executed in counterparts. It is not necessary that the signature on behalf of each Party appear on each counterpart copy, so long as each party executes the Agreement. All counterparts of this Agreement collectively constitute a single agreement. County is authorized to combine each party's execution sheets into a single document. An electronic transmitted signature of this Agreement or any document, instrument or agreement hereinafter executed or given in connection with this Agreement shall be considered valid and binding upon the Parties as if an original.

SIGNATURES

IN WITNESS WHEREOF, this Agreement is effective upon the date of the last signature.

THE CITY OF MILFORD

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO

Signature: _____

Print Name: **Jeffrey W. Aluotto**

Title: **County Administrator**

Date Signed: _____

EXHIBIT A
LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW

HAMILTON COUNTY, OHIO
CARES ACT
LOCAL JURISDICTION ASSISTANCE PROGRAM OVERVIEW

The Board of County Commissioners, Hamilton County, Ohio ("Board") recognizes that the 49 local political jurisdictions ("Local Jurisdiction(s)") that are located within the geographical boundaries of Hamilton County have been impacted by the COVID-19 public health crisis. To assist in offsetting the resulting financial burden from COVID-19, the Board has allocated \$25 million of its CARES Act funding to provide direct financial assistance ("Program") to the Local Jurisdictions ("CARES Funds" or "CARES Funding"). In determining the amount of funding to be allocated to each of the Local Jurisdictions, the Board used the County Undivided Local Government Fund formula.

Permissible Uses of Funds

The CARES Act provides that payments may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
2. Were not accounted for in the Local Jurisdiction's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act). A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Local Jurisdiction will only submit for reimbursement those costs and expenses that comply with any Guidance, Frequently Asked Questions and Answers issued by the federal government or State of Ohio, which includes without limitation, U.S. Treasury, Office of Inspector General, the Ohio Auditor of State, and the Ohio Office of Budget and Management. Local Jurisdictions are cautioned that guidance changes frequently and later versions may become available.

Ineligible Uses of Funds

If it is determined that CARES Funds have been used to reimburse ineligible costs or expenses of the Local Jurisdiction, all or part of the funding shall be immediately repaid to Board, upon demand.

Accessing Funds

CARES Funds are available to Local Jurisdictions on a reimbursement basis only for those COVID-19 related costs that comply with federal and state guidance. While this guidance continues to evolve, if future guidance is modified in a manner that affects the permitted uses of funds, the Board may, at its discretion, use its best efforts to notify the Local Jurisdictions to make any necessary changes. In all cases and under all circumstances, Local Jurisdiction is ultimately responsible for the determination of the eligibility of expenses that it submits to the Board for reimbursement.

Local Jurisdictions must comply with the following in order to access CARES Funding through the Program:

1. Execute an agreement in a form satisfactory to the Board which sets forth Program requirements and eligible costs and expenses as outlined in U.S. Treasury guidance.
2. Establish internal controls, including setting up a Special Revenue Fund to separately track the receipt and expenditures of the CARES Funds.
3. Return the executed agreement to the Board along with any authorizing resolution of the Local Jurisdiction.
4. Submit a completed Reimbursement Request form for all reimbursement requests. Reimbursement is permitted for eligible expenses incurred between March, 1, 2020 and December 30, 2020. The Reimbursement Request form must be a form substantially similar to that set forth as Attachment A.
5. Comply with the reimbursement timeline set forth below:
 - A. Reimbursement requests can be submitted upon final execution of agreement.
 - B. Local Jurisdictions are encouraged to submit request for reimbursement as soon as practicable.

- C. Local Jurisdictions are encouraged to communicate to Hamilton County as soon as practicable if they will not be utilizing the full funding allocation.
 - D. Final Reimbursement request must be submitted by close of business on January 6, 2021.
- 6. Submit copies of all source documentation for eligible expenses at the time the reimbursement request is delivered to the Board. Source documentation includes, without limitation, invoices, packing slips, purchase orders, and financial records evidencing proof of payment. The receipt and review of documentation as well as the payment of CARES funding by Board to Local Jurisdiction shall in no way be construed as Board's determination or approval of the eligibility of the expenses being reimbursed.
 - 7. A Local Jurisdiction that requests reimbursement for public safety or public health payroll costs must submit all relevant payroll and personnel records/reports that evidence the amount of payroll expenses and personnel expenses being requested for reimbursement (e.g. position description, rate of pay, hours worked, any required allocation of time). A Local Jurisdiction shall not include in any reimbursement request any separation payments (e.g. as sick, vacation and comp time), bonuses, payroll for administrative personnel, or any other payroll expense not permitted by federal law and federal or state guidance.

Any submitted request for reimbursement shall include a signed certification from the Chief Executive of the Local Jurisdiction that states that the payroll and personnel costs that are included as a part of the reimbursement request are in compliance with federal law and federal and state guidance.

- 8. Local Jurisdiction shall maintain all records, financial or otherwise, relating to the reimbursement of costs and expenses for at least five (5) calendar years after final payment of CARES Funds is received by the Local Jurisdiction. In addition, Local Jurisdiction shall maintain documentation that supports the costs of and conclusions made with respect to the public safety and public health employees or personnel being substantially dedicated to mitigating or responding to COVID-19 health emergency.

Attachment A – Application for Reimbursement

Hamilton County, Ohio
2020 CARES Act, Community Assistance Program

Date and Community Name

Date Submitted				
Community Name				
Community Address			Ohio	
	Street	City	State	Zip
Remit Address			Ohio	
	Street	City	State	Zip

Contact Information

Authorized Official (Chief Executive)
Authorized Official Email
Authorized Official Phone

Secondary Contact Name
Secondary Contact Email
Secondary Contact Phone



Hamilton County, Ohio 2020 CARES Act, Community Assistance Program

Project Budget Summary

Submit/attach all invoices, packing slips, purchase orders, and proof of payment for funded expenditures. If requesting reimbursement for public safety payroll costs, payroll reports demonstrating funds were used for public safety positions must be submitted. The expenditures should only include those allowable per the agreement (add more rows if necessary).

COVID-19 Expenditures Reimbursement Request

Date	Description of Cost	Amount of Reimbursement Requested
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount Requested		\$ -

- ☐ By checking this box, I certify that the above expenditures meet the following conditions:
- The expenditures have been used to cover those costs that are necessary to respond to the public health emergency with respect to COVID-19;
 - Were not accounted for in the budget most recently approved as of March 27, 2020;
 - Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020
 - Is not already being funded through other local, state, or federal funding sources.
- All employees salaries and benefits requested for reimbursement are substantially dedicated to mitigating or responding to COVID-19 public health emergency

Name

Title

Self Prime Pump Station Failure

Sean O'Toole [Sean.OToole@buckeyepumps.com]

Sent: Friday, October 09, 2020 10:49 AM**To:** Dave Walker**Cc:** Bronwen Shaffer [Bronwen.Shaffer@buckeyepumps.com]; Todd Sweitzer [Todd.Sweitzer@buckeyepumps.com]**Attachments:** ;  [3211 MilfordWWTP Titan 100~1.pdf \(76 KB\)](#) [Open as Web Page]

Dave

Please see the attached quote:

We have given the price of a new complete pump Freight is included also You need 2,619.00 each X2 = 9638.00

We have quoted on site labor to install one unit and remove the second for a repair cost of 2,685. As you know this unit looks to be as bad as the first and more than likely it will be more cost effective to purchase a new one

The second on site charge would be if you purchased both at the same time and we did all the work at once charge would be 3085.00 This would be a big savings for the city.

**Two New pumps and Labor**

2 pumps 9638.00

Site charge 3085.00

Total 12,723.00

Signal
Hill L.S.



1311 FREESE WORKS PLACE
GALION, OH 44833
TEL: (419) 468-7866
FAX: (419) 468-1460

A division of:



QUOTATION

Company: City of Milford WWTP			DATE
Attn: Dave Walker			10/9/2020
Phone			QUOTATION NUMBER
Fax:			3211_MilfordWWTP_Titan_10092020_BDS
Email: dwalker@milfordohio.org			PREPARED BY
			Bronwen D Shaffer
			SALES REPRESENTATIVE
			Sean O' Tool
REFERENCE	Freight	TERMS	STANDARD DELIVERY
P&G Mason Ohio	PPDADD Best way	*Net 30 Days	3-5 Weeks after receipt of order

If Expedited Delivery Is Required Please Call

QTY.	DESCRIPTION	PRICE	TOTAL
1	4" Titan Pump	\$ 4,819.00	4,819.00
1	Outside Service Trip to install the following: 2 Technicians, travel & labor 1 Pump Customer supplied check valves & air valves Removal of pump #2 to bring back to BPI for teardown / evaluation	\$ 2,685.00	2,685.00
1	Outside Service Trip to install the following: 2 Technicians, travel & labor 2 Pumps Customer supplied check valves & air valves Rev	\$ 3,085.00	3,085.00

Above Prices Valid For 30 Days

Restocking Charges May Apply

*Terms Based on Credit Approval

*Special terms apply on orders above \$50,000.00

Hi Dave,
Updated Gorman Rupp quote attached. Let me know if you need anything else.
Thank you,
Megan

Megan Pelton
Megan Pelton
Aftermarket Sales and Service | Project Coordinator
Pelton Environmental Products, Inc.
440-838-1221 x 807
www.peltonenv.com

-----Original Message-----

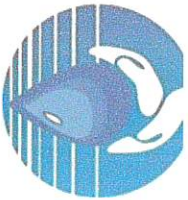
From: Megan Pelton
Sent: Thursday, October 8, 2020 3:08 PM
To: 'Dave Walker' <dwalker@milfordohio.org>
Subject: RE: Gorman Rupp quote

We could probably expedite these but there would be a fee:

44163-261 3-4 weeks
GRP33-07C 3-4 weeks
46421-214 4 weeks

The pump and the RH check valve are in stock.

Megan Pelton
Megan Pelton
Aftermarket Sales and Service | Project Coordinator Pelton Environmental Products,
Inc.
440-838-1221 x 807
www.peltonenv.com



PELTON

ENVIRONMENTAL PRODUCTS

Date: 10/9/2020
Quote # C4409-C2102-10.9.20-671

Customer:

Walker, David
Milford, Wastewater Dept
(513) 831-6982
dwalker@milfordohio.org

Quote is valid for 90 days
Quote by: Pelton, Megan
Customer PO #
PEP PO#
Fed Id:
Tax Exemption:

Qty	Part No.	Description	Unit Price	Total Price
1	T4A3S-B	pump 4"	4,596.30	4,596.30
1	GRP33-07C	AIR REL VALVE SST /BUNA	1,690.00	1,690.00
1	46421-214	CHECK VALVE 4" LH	972.00	972.00
1	46421-215	CHECK VALVE 4" RH	972.00	972.00

X 2
X 2
X 2
X 2

Special Notes and Instructions

10% discount offered on T4 pump
all items in stock except: GRP33-07C 3-4 weeks 46421-214 4 weeks

Freight: Not included but will be added
Freight Estimate: \$
Total : \$ 8,230.30
3% service fee applied to all credit card payments.

16,460.60

Still would need labor

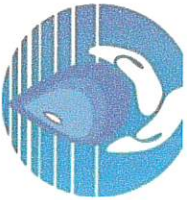
Bill To:

Ship To:
745 Center St., Milford, OH,
45150

Ship VIA:

Ship Date:

8638 Cotter Street
Lewis Center, Ohio 43035
Ph: (440) 838-1221, Fax (440) 838-1217
www.peltonenv.com



PELTON ENVIRONMENTAL PRODUCTS

Date: 10/9/2020
Quote # C4409-C2102-10.9.20-671

TERMS AND CONDITIONS PURCHASE ORDER

1. The Purchase Order consists of this Agreement and any Exhibits attached hereto. These documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. Any provision in any invoice, acknowledgement or other writing furnished by the Buyer subsequent to the execution of this Agreement that conflicts with any provision of this Agreement shall be null and void and of no force or effect. This Agreement may not be supplemented, amended or modified other than by a writing executed by an authorized officer of the Buyer and Pelton Environmental Products, Inc. (PEP).
2. All claims, disputes and other matters in question arising out of, or relating to, this Purchase Order or the breach thereof, shall be decided by arbitration.
3. This Item 2 shall not be deemed a limitation on any rights or remedies, which PEP may have under any Federal or State mechanics' lien laws or under any applicable material payment bonds unless such rights or remedies are expressly waived by PEP.
4. The scope of supply shall be limited to only those items specifically detailed in the proposal or exhibits.
5. PEP shall endeavor to furnish material per the original manufacturers projected delivery times. PEP shall not be responsible for manufacturer delivery times that exceed projected time or dates.
6. If submittals are required by PEP, submittals are 4-6 weeks from approved PO. Resubmittals will be 3-4 weeks from receipt of returned submittal.
7. If O&Ms are required, availability will be 4-6 weeks after submittal approval or equipment release date if submittals are not required.
8. This Purchase Order may not be sublet or assigned, in whole or in part (voluntarily or by operation of law), by the Buyer without the prior written consent of PEP.
9. PEP shall take reasonable safety precautions with respect to on site delivery of materials and shall comply with safety measures indicated by the Buyer and with all applicable laws, ordinances, rules, regulations and orders for the safety of persons or property. Without limiting the generality of the foregoing, PEP shall be responsible for insuring that all on site deliveries are performed in accordance with the regulations of the Occupational Safety and Health Administration and other government agencies with responsibility for health and safety. The Supplier shall report to the Buyer within three (3) days any injury to an employee or agent of the Supplier that occurs at the Project site. Buyer shall make supplier aware of any damaged or misplaced items within 24 hours of delivery to site.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being delivered to the Project site by PEP, or his agent, PEP or anyone directly or indirectly employed by them, shall, prior to harmful exposure of any employees on the Project site to such substance, give written notice of the chemical composition thereof. In order to comply with OSHA regulations and sufficient sets of MSDS reports
 - a. shall be furnished to the Buyer prior to delivery and in sufficient detail and time to permit compliance with such laws by the Buyer. Without limiting the generality of the foregoing, PEP shall furnish the Buyer with a Hazardous Materials Plan including Material Safety Data Sheets with respect to all such hazardous substances and take all precautions necessary to insure that containers of such substances are properly labeled.
11. Payment terms are 100% net 30 days upon delivery.
12. No start-up, training or installation assistance is provided unless specifically mentioned elsewhere in the documents.
13. Prices shown do not include any applicable taxes or fees.
14. Prices are valid for 60 days beyond proposal date.
15. Freight terms are prepay and add unless specifically mentioned elsewhere.
16. PEP adheres to affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, creed, sex, age, handicap, Vietnam Veteran status, or national origin, in accordance with, but not limited to PEP "Notice of EEO Policy" available upon request. This Company adheres to the State EEO Covenant Appendices A & B of the Governor's Executive Order of 1972.
17. Pricing information contained here is a trade secret of Pelton Environmental Products. Pursuant to your state's public records law (including Ohio Revised Code § 149.43(A) (1) (v), Indiana Code § 5-14-3-4(a) (4), Kentucky Revised Statutes § 61.878(1) (c) (1)), these trade secrets shall not be disclosed for public inspection or in response to a public records request. You agree to notify Pelton of any request for public disclosure and provide Pelton sufficient opportunity to protect its information.
18. Place orders to Pelton Environmental Products, Inc. 8638 Cotter St., Lewis Center, OH 43035.

8638 Cotter Street
Lewis Center, Ohio 43035
Ph: (440) 838-1221, Fax (440) 838-1217
www.peltonenv.com



Mail



Calendar



Contacts



Deleted Items (5)



Drafts



Inbox



Junk E-Mail



Sent Items

[Click to view all folders](#)

Accident's



Backhoe



Doheny



Insurance Claims



LAB



Lab Calendars



Lift Stations



OPWC Projects



Ohio EPA



Samplers

[Manage Folders...](#)

Reply



Reply All



Forward



X



Junk



Close



↑



↓



X

Gorman Rupp T4 Pumps and Parts

Dan Duda [dand@ppsoh.com]

Sent: Tuesday, October 06, 2020 1:29 PM**To:** Dave Walker**Attachments:** ; ; [SN_ModelComparison \(1\).pdf \(318 KB\)](#) [Open as Web Page]

Hello David,

Thanks for your time today. Attached is information on the Gorman Rupp/SN Summit pump line. Below is information on a complete new pump and a new rotating assembly. When you have the opportunity, please review and let me know if you have any questions. Thanks again!

T4A3-B- \$5,789.00 Complete New Pump *x 2*T4A3-B- \$2,013.00 Complete New Rotating Element *x 2*

Regards,

Dan Duda

*Total 15,604**still need labor cost*******WE HAVE MOVED! PLEASE NOTE OUR NEW ADDRESS BELOW****CHECK OUT OUR MACHINE SHOP CAPABILITIES :**<https://www.youtube.com/watch?v=9XYFhXh5pCU>**PROCESS PUMP & SEAL, INC.***PROCESS SOLUTION SPECIALISTS*4317 Kugler Mill Rd.
Cincinnati, OH 45236

Cell: (513) 658-6146

Office: (513) 988-7000

Fax: (513) 988-7007

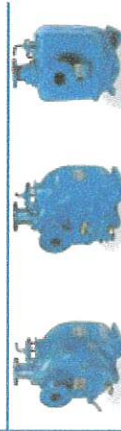
dand@ppsoh.com

Visit our website @ www.processpumpandseal.com

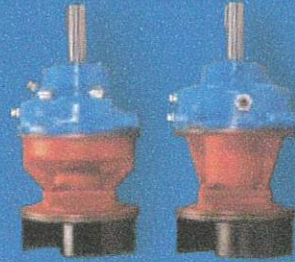
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Pump

	SN	SNS	SNU
Size	2", 3", 4", 6", 8", 10"	3", 4", 6", 8", 10"	3", 4", 6"
Materials	Iron (STD), 316 Stainless, CD4, ADI		
Capacity	3400 GPM	3400 GPM	1500 GPM
Head	160 ft	160 ft	207 ft
Shaft	3"	3"	1 1/4"
Weight (max)	292-1750 (lbs)	432-1750 (lbs)	432-934 (lbs)
Drive	Motor Driven Belt-Driven Engine Driven		



Rotating assembly

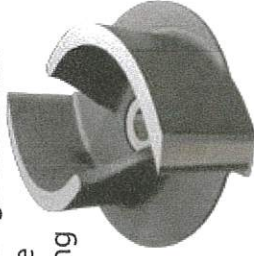


Rotating assembly

Self-Primer Overview

SN

The SN is the original solids handling self-priming pump. Large casing volume allows for dependable re-priming. Removable cover plate gives access to the impeller without disconnecting any piping.



SNS

The SNS is a redesign of the standard SN pump. The use of jacking bolts, an extra IB lip seal and cover plate O-ring gives the SNS increased reliability and quicker maintenance and setup times.

SNU

This version of the SN series is a higher efficiency pump because of the lower drag casing design and B-version impeller which produces efficiencies to 75%. The SNU still has the ability to handle solids up to 1-1/4" in diameter.

Contact Us:

E-mail: sales@summitpump.com
 Phone: 920-869-4800
 Fax: 920-869-4700
 Mailing Address:
 Summit Pump, Inc.
 P.O. Box 12145
 Green Bay, WI 54307

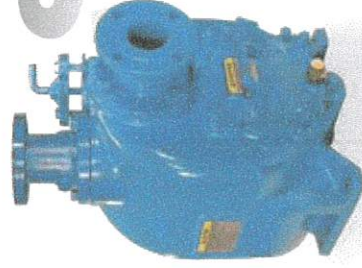


SUMMIT™
PUMP, Inc

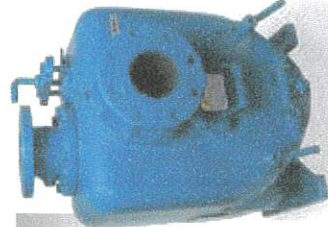
www.SUMMITPUMP.com



SN



SNS



SNU

Self-Primer Comparison



SUMMIT™
PUMP, Inc
www.SUMMITPUMP.com

Original Self-Primer

Available as an "A" or "B" version:

- A"-Version impeller has 2 Vanes
- B"-Version impeller has 5 Vanes
- B"-Version supplies higher heads and efficiencies)

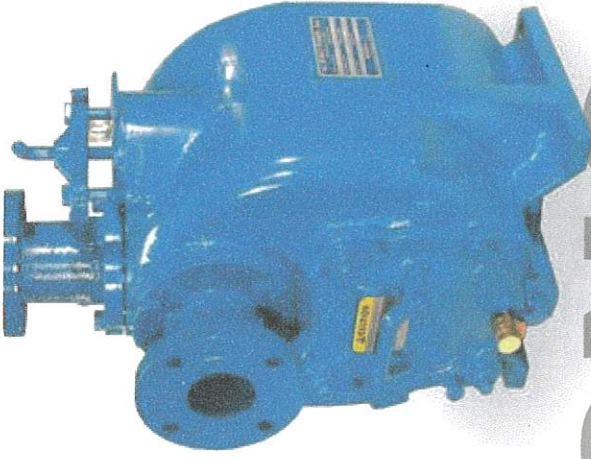


- Impeller adjustment by use of shim between rotating assembly and casing
- Two bolt attachment and single O-ring on the cover plate
- Single IB lip Seal and oil cavity in rotating assembly

SNS: Redesigned Self-Primer

• Available as an "A" or "B" version:

- "A"-Version impeller has 2 Vanes
- "B"-Version impeller has 5 Vanes
- ("B"-Version supplies higher heads and efficiencies)



- Wear plate clearance is adjusted by using bolts which, also simplifies disassembly and maintains clearance upon reassembly
- Four bolt attachment and double O-ring on the cover plate
- Double IB lip seals with an atmospheric barrier gives the bearings extra protection

SNU: High Efficiency Self-Primer

- Available in "B" version:
- "B"-Version impeller has 6 Vanes



- Same adjustments and features as the SN pump
- Higher efficiencies because of the casing design
- Single IB lip seal and oil cavity
- Available in 3", 4" and 6" models