

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Chair: Amy Brewer

Committee Members: Fred Albrecht and Kim Chamberland

Wednesday, May 15, 2019 at 8:00 A.M.

City Council Chambers

745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Pledge of Allegiance

Committee Roll Call

Proceedings: Approval of the April 10, 2019 Public Services Committee Minutes

Agenda Items:

- Norton Advertising Proposal
- Leaf Policy
- Gravel Policy
- And all additional matters that may properly come before the committee

Adjourn

Public Services Committee Meeting Minutes

April 10, 2019

Called to Order: 8:00am by Vice-Mayor, Amy Brewer

Pledge of Allegiance

Roll Call: Present: Mayor, Fred Albrecht; Vice-Mayor, Amy Brewer; Council Member, Kim Chamberland

Staff: Michael Doss, City Manager; Nate Clayton, Public Works Director; Lori Pegg, Community Services Manager; Pat Wirthlin, Finance Director

Visitors: Hannah Lubbers, Clermont/Adams Solid Waste District

Approval of Proceedings: The committee unanimously approved the proceedings from the March 28, 2019 meeting.

Solid Waste plan by Clermont Adams Solid Waste District

Hannah Lubbers the new Director of the Clermont/Adams Solid Waste District gave an overview of their existing program to reduce the amount of material going into landfills, and presented the plan they are proposing for the next 5 years. The District is required to revise the Plan every 5 years and have it ratified by townships and municipalities. The entire plan can be accessed at this link <https://oec.net/2018-acswd-solid-waste-plan/>. There is a detailed explanation of the current programs, which include drop-off recycling, emergency debris management and community education, along with a detailed budget in the Plan. The District activities are currently funded with a \$3/ton generation fee on waste disposed at landfills. Currently expenses exceed income and reserve funds will be exhausted in several years. The Plan proposes increasing the generation fee to \$3.50/ton in 2020 which equates approximately to an additional 6¢/household/month. The Plan also proposes to increase the fee to \$4.00/ton in 2021 if expenses continue to rise and exceed income.

The Plan must be ratified by the townships and municipalities that represent 60% of the population of the District, in addition to the largest municipality, which is Milford, and the County Commissioners in each County. We have a 90-day period to approve the Plan, otherwise Ohio EPA may develop a Plan for us. A sample ordinance is provided in the packet.

Ms. Lubbers also noted that if residents have hazardous chemicals to dispose of they can contact the Adams-Clermont Solid Waste district and they will provide a voucher for them to drop those items off at Environment Enterprises.

Mayor Albrecht made the motion, Ms. Brewer seconded the motion
Mayor Albrecht: yes, Vice-Mayor Brewer: yes, Ms. Chamberland: yes

The committee agreed to make a motion authorizing approval of a revised draft solid waste management plan, Dated 2018-2037 for the Adams-Clermont Solid Waste Management District.

Trailhead Foundation Repair

O'leary Concrete is not able to complete the Foundation repair as originally anticipated. They are a small company and were awarded a large contract from the University of Cincinnati. The next lowest bidder is SP Drilling and Construction at \$27,100. We will receive \$20,000 reimbursement from a Clermont County Parks Grant.

Mayor Albrecht made the motion, Ms. Chamberland seconded the motion.
Mayor Albrecht: yes, Vice-Mayor Brewer: yes, Ms. Chamberland: yes

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance rescinding the previous ordinance 19-1438 and authorize the city to enter into contract with SP Drilling for \$27,100.

Mayor Albrecht made the motion, Ms. Chamberland seconded the motion
Mayor Albrecht: yes, Vice-Mayor Brewer: yes, Ms. Chamberland: yes

The Committee also agreed to make a motion authorizing the Law Director to prepare an ordinance authorizing 2019 appropriations amending ordinances 18-1413, 19-1422, 19-1434, and 19-1439 IN THE AMOUNT OF \$600 AS FOLLOWS:

\$600 TRAILHEAD FOUNDATION WALL IN PARKS & RECREATION FUND 204.

Gravel in the Right-of-Way

Mr. Clayton brought up our current practice of supplying residents with gravel for parking areas between the Road and sidewalk (where space allows for safe parking). There is no policy or ordinance regarding this practice. His understanding is that we do this for public parking, but mostly it is used by the residents. There have been a few occasions where a resident wanted the gravel removed and replaced with sod, the service department removed the gravel and the resident added sod. The committee agreed that there are really no guidelines in place, but if it is public parking and there is gravel we should maintain it. The committee directed Mr. Clayton to create some guidelines and bring the plan back to committee for approval.

Additional matters that may properly come before the committee

Waste Water Treatment WAS (Waste Activated Sludge Pumps)-

A twelve-year old WAS pump has failed at the Waste Water Treatment Plant. We received a quote to repair the pump for \$6,410, but because of the wear and tear, the vendor cannot guarantee how long the rebuild will last. Mr. Walker received 5 vendor quotes to replace the pump ranging from \$5,632.00 to \$9,492.18. Beckman Environmental Services was the least expensive at \$5632.00 We are able to

Install the pump in house. We would also like to buy an additional pump as a back-up since the other pumps are 12 years old. Replacement pumps were approved in the budget.

Mayor Albrecht made the motion, Ms. Chamberland seconded the motion
Mayor Albrecht: yes, Vice-Mayor Brewer: yes, Ms. Chamberland: yes

The Committee agreed to make a motion authorizing the Law Director to draft an ordinance authorizing the purchase of two Waste Activated Sludge Pumps from Beckman Environmental Services in the amount of \$11,264.

There being no additional business, Ms. Brewer made a motion to adjourn at 8:45 and all agreed.

Respectfully Submitted,
Lori Pegg

NORTON OUTDOOR ADVERTISING

Lease # _____

1. City of Milford (Lessor) hereby leases exclusively to NORTON OUTDOOR ADVERTISING, INC., an Ohio Corporation (Lessee), for a term of 20 years. This lease is in effect on April 1, 2019. The leases commencement date shall be the date of Lessee's receipt of all applicable permits (_____) the property located at Northwest corner of the three way intersection of Wooster Pike, Glendale Milford Rd. and Water St. (the Property), and identified as Hamilton County Auditors Parcel 524-0002-0072-00, a legal description of which is attached as Exhibit A, for the purposes of erecting and maintaining 1-8' X 16' digital advertising sign(s) thereon, (referred to individually and collectively hereafter as the Sign) including all necessary access, supporting structures, new technology, illumination facilities and connections, including all utility and communication lines and cables, together with poles and other supporting structures and facilities.
2. Rent shall commence at the start of the commencement date. Lessee shall pay to Lessor, rental in the amount of \$1,000 per year payable annually for lease years 1-5, \$3,500 per year payable annually for lease years 6-10, \$4,500 per year payable annually for lease years 11-15 and \$5,500 per year payable annually for lease years 16-20. In addition to the monetary rental, Lessee will also provide Lessor with 500, 8 second advertising spots on the before mentioned digital sign. Terms and conditions regarding the advertising spots are depicted in Exhibit B.
3. Lessor and Lessee agree to the advertising content policy in the attached Exhibit C.
4. Lessee shall save the Lessor harmless from all damages to persons or property by reason of accidents resulting from the negligent acts of its agents, employees, or others employed in the maintenance, construction, repair or removal of its Sign on the Property.
4. Lessee's Sign and all structures and improvements placed on the Property by or for the Lessee shall remain the property of Lessee, and, notwithstanding the fact that the same may constitute real estate fixtures, Lessee shall have the right to remove the same at any time during the term of the Lease, or after the expiration or termination of the Lease. Lessee agrees, within a reasonable time after the expiration of this Lease, to remove the above ground portion of its Sign and its other above ground materials from the Property.
5. Lessor, its tenant or others acting on its behalf shall not place or erect any signs, structures, improvements or other objects on the Property or on any adjoining Property owned or controlled by Lessor which would impair the view of Lessee's Sign. Lessee shall be permitted to cut or remove any brush, trees, weeds, other growth or other obstructions on the Property which limit the visibility of the Lessee's Sign from any roadways from which it is intended by Lessee to be visible.
6. Should the view of said Sign become obstructed, reduced in value by diversion or reduction of vehicular traffic, or use of the same for offsite outdoor advertising purposes be prevented or stopped, the Lessee at its option may reduce the rental amount in proportion to the decreased value, or terminate the Lease, in which case, Lessor shall refund pro-rata, rent for the unexpired term.
7. Lessor warrants the title to said leasehold for the entire term of the Lease including renewals. Lessor shall deliver possession of the Property to Lessee upon commencement of this Lease. As long as this Lease is in effect, Lessee shall peacefully and quietly enjoy the use and occupancy of the Property for the purposes leased herein, without hindrance or molestation.
8. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term by written notice by the Lessor or Lessee served on the other party not less than ninety (90) days before the end of such term or subsequent like term. The Lessee retains the right to terminate this Lease at any time by providing written notice to the Lessor at least (60) days prior to Lessee's desired termination date. Lessor is prohibited from exercising this right of termination in the event the Property is being acquired by any local, state or federal governmental body or authority with eminent domain power whether used or not.

9. Lessee shall have the right to make any and all necessary application with, and obtain permits, licenses or variances from governmental bodies for the construction, maintenance and use of Lessee's Sign for outdoor advertising, at the sole discretion of Lessee. Lessee's obligations under this Lease are contingent upon Lessee securing all said governmental permits, licenses and variances. All such licenses, permits and variances obtained shall be and remain at all times the property of Lessee. However, if Lessee is unable to obtain the required permits, licenses or variances or in the event said permits, licenses or variances are revoked, Lessee may terminate this Lease upon written notice to the Lessor.
10. Lessor shall indemnify, defend and hold Lessee harmless from any and all claims, damages, losses and liabilities, and all costs related thereto, arising out of or related to the condition of the Property, including the presence of any hazardous or toxic waste on the Property (unless caused by Lessee or its agents) or the use or occupancy of the Property by Lessor or other tenants, or its or their licensees or invitees.
11. Upon request of either party, the parties shall execute a memorandum of this Lease in conformance with 5301.251 of the Ohio Revised Code for filing and recording in the office of the recorder of the county in which the Property is located. Lessor shall provide the Lessee the Registered Land Certificate in order to record the lease with the Hamilton County Recorder.
12. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessors signature. Notice to Lessee shall be forwarded to the address set forth beneath Lessee's signature. Either party may change their address for receiving notices or rent under this Lease by giving written notice of the change of address to the other party. Notices under the Lease shall be given by certified mail, return receipt requested, or by hand-delivery.
13. As used in this Lease, the plural shall be deemed to include the singular, and vice versa, and the use of any one gender shall be deemed to include all genders, so that this Lease shall properly reflect the number and genders of the persons signing as Landlord and Lessee.
14. Lessor represents that it is the owner of the Property and has the authority to execute this Lease.
15. This Lease binds and inures to the benefit of the parties, heirs, successors and assigns. In the event that Lessor shall enter into a contract for the sale of the Property, Lessor shall give the Lessee written notice of such sale.
16. If for any reason provisions or parts of provisions of the Lease Agreement are declared void, the remaining provisions not so declared, shall remain in full force and effect. Such declaration shall not affect the enforceability of the Leases other terms.

Signed and acknowledged

LESSEE: Norton Outdoor Advertising Inc.
Address: 5280 Kennedy Ave
Cincinnati, OH 45213

LESSOR: _____
Address: _____

BY: _____

BY: _____

ITS: _____
TITLE

ITS: _____
TITLE

State of Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____.

Notary Public

State of Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Norton Outdoor Advertising, Inc., an Ohio corporation.

Notary Public

Exhibit B

Advertising Terms and Conditions

Lessor and Lessee agree to the following terms and conditions.

1. Lessor will provide Lessee with 500, 8 second advertising spots per day on the digital display located on, auditors parcel 524-0002-0072-00, for the purpose of advertising 6 to 8 of Lessor's sponsored community events per year. The before mentioned advertising spots will start no more than 2 weeks before each community event and end the day after the event has concluded.
2. Lessee's advertising copy may only be used for the purpose of advertising City of Milford sponsored events. Under no circumstance may Lessor sell their provided advertising spot(s) to third party vendors.
3. Lessee agrees to provide Lessor with assistance in creating advertising artwork. Lessee also agrees to collaborate with Lessor on the desired artwork, but will make no more than 3 design changes after first draft has been submitted to Lessor. Lessee will have at least three (3) business days to create or revise designs, and final art approval is needed by noon (EDT) on the business day prior to the start date for the design(s).
4. Design creation and scheduling will be done between 9:00 AM – 5:00 PM (EDT), Monday through Friday, exclusive of holidays.
5. Lessor may advertise no more than 3 designs at any given time.
6. Lessor may make one advertising design change per-week.
7. Lessor's provided advertising spots have no monetary value in the event Lessor chooses not to run advertising content.
8. Lessee agrees not to advertise for any other municipality on the before mentioned digital advertising sign.

Exhibit C

Advertising Content Policy

Lessee agrees that any political messaging, advertisements for sexually-oriented business or content that is sexually-oriented or morally objectionable in nature will be prohibited on the digital displays located on auditors parcel 524-0002-0072-00.

Leaf Collection

The Service Department regularly picks up leaves from mid-October through December. The volume of curbside leaf collection varies in each area and the City acknowledges that leaf removal is beneficial service for our residents.

As a reminder, residents should rake their leaves into the right-of-way area between the sidewalk and the curb and not into the street. Raking the leaves into the street blocks storm sewers and contributes to flooding. Residents are also reminded that leaf piles blocked by parked vehicles are more difficult to remove.

The service department leaf removal crews start in one neighborhood and then work their way through each neighborhood until the entire city has received a collection. This process will usually be completed in approximately 7 business days. Once complete with a full round, crews will start again making multiple trips until complete.

- Rake your leaves to the front of your lawn.
- Do not put leaves in the street.
- Do not mix brush with leaves.
- Leaf piles should also be free of rocks, bricks, and foreign material as these items can lead to costly equipment repairs and long delays in leaf removal for the City.
- Between December and mid- October leaves should be bagged for pick up with brush collection. (Brown paper yard waste bags are available at your local hardware and grocery stores.)
- Trimmings and waste too small to be pick up with a pitchfork (including leaves out of season) should be placed in brown paper lawn waste bags and left at the curb.

Gravel in ROW

At the request of the resident, the Service Department will supply gravel for public parking along the roadway if approved by the City Engineer. Public parking areas are to be maintained by property owners, but can request some additional gravel if needed. The City acknowledges that public parking is beneficial service for our residents. Vehicles should not be blocking sidewalk or in the street when parked in these public spots.

Requirements to be eligible for gravel:

- Within the ROW and not on a state route.
- Width of area between the sidewalk and road is 7' minimum.
- Site distance for intersecting streets is not affected.
- For new parking area, excavation and contacting OUPS is performed by the property owner.
- Gravel elevation is not to raise existing grade or affect storm water flow.
- Approved by the City Engineer
- These areas are considered public parking, not private.

If the resident wants to remove the gravel parking spot:

- Removal of the parking area is the responsibility of the property owner.
- Grade and grass will be reestablished as to not impede stormwater flow.
- Approved by the City Engineer.