

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Chair: Amy Vilardo

Committee Members: Ted Haskins and Kim Chamberland

Wednesday, August 28, 2019 at 4:30 P.M.

City Council Chambers

745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Proceedings: Approval of the August 1, 2019 Public Services Committee Minutes

Agenda Items:

- ODOT US 50 Urban Paving Preliminary Legislation
- Mohawk Trail Fence
- New Cemetery Columbarium
- And All Additional Matters That May Properly Come Before the Committee

Public Comments

Adjourn

Public Services Committee Meeting Minutes

August 1, 2019

Called to Order: 4:30pm by Amy Brewer

Present: Ms. Brewer, Ms. Chamberland, Mr. Albrecht

Staff: City Manager, Michael Doss, Jamey Mills Police Chief, Sean Mahan, Assistant Police Chief Nate Clayton, Public Works Director Administrative Assistant, Jackie Bain

Visitors: Ryan Merkle/Scenic River Canoe Excursions

- ***Approval of Proceedings:*** *The committee unanimously approved the proceedings from the July 10, 2019 Public Services Committee meeting.*

Discussion Of 5 Ton Vehicle Limits Within the City

The committee discussed amending Chapter 339 of the Codified Ordinances of the City of Milford for School buses since they would be in violation of the 5-ton limit. But there is exclusion or exception to them if they are picking up or dropping off children within zones. Our own school buses and other school buses are cutting through and not dropping off or picking up children and technically, as the ordinance stands, they would be in violation et we do not site them. The committee discussed the components of the current ordinance and the pros and cons of amending the ordinance to exclude all school buses driving through South Milford. Much of the discussion was centered around eliminating the criteria of picking up and dropping off., The committee also discussed the safety of school buses traveling through the streets that are narrow.

Municipal Bridge Inspection Program Renewal

Mr. Clayton presented the committee with information that the current municipal bridge inspection program is ending on December 31, 2019, so ODOT is in the process of renewing this program for three more years going through 2020, 2021, and 2022. ODOT will need to receive new legislation passed and signed by the next City Council meeting to re-establish the agreement between ODOT and the City of Milford stay in their inspection program. Mr. Clayton explained that we have two bridges in Milford that we are responsible for inspecting: Price Road bridge and Milford Parkway bridge. The bridges will be inspected annually. If we participate in this bridge inspection program and allow the state to inspect the bridges and they find that there is something wrong with the bridge, it is up to the local planning authorities to act off of that recommendation to close that bridge and with this certification and inspection by the state it will help the city be eligible to receive state funding for the repairs

The Committee Agreed to Make A Motion Authorizing the Law Director to establish an agreement with ODOT and the City of Milford for Municipal Bridge Inspection Services for the years 2020, 2021, and 2022

➤ Mr. Clayton informed the committee that work on the Brooklyn Avenue Water Main project will start within the next few weeks.

➤ Sidewalks for Brooklyn Avenue were also discussed.

There being no additional business, Ms. Brewer adjourned the meeting at 5:06pm

Respectfully Submitted,
Jackie Bain

"These minutes have been approved and adopted by Ms. Brewer August 6, 2019, Ms. Chamberland August 6, 2019 and Mr. Albrecht August 6, 2019 via email."

PRELIMINARY LEGISLATION
(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

Ordinance/Resolution # : _____

PID No. : 103525

County/Route/Section: CLE US 50 0.00

The following is a/an _____ enacted by the City of Milford of Clermont
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Fiscal year 2020 urban paving in the City of Milford on United States Route 50 within the City of Milford.

NOW THEREFORE, be it ordained by the City of Milford of Clermont County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The City will be responsible for:

- 100% of the Preliminary Engineering Phase
- 100% of the Right-of-Way Costs
- 100% of the non-State and/or non-Federal share of the construction costs
- All costs for added construction items requested by the sponsor which are not necessary for the improvement as determined by the State and the Federal Highway Administration.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said City of Milford to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of the City of Milford to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure
(as applicable)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Motion/Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

8/22/2019

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Milford of Clermont County, Ohio
(LPA)

I, _____, as Clerk of the City of Milford
(LPA)
of Clermont County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Motion/Ordinance/Resolution)
City of Milford on the _____ day of _____, 2____.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

SEAL

(Clerk)

City of Milford of Clermont County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

Jackie Bain

From: Nate Clayton
Sent: Monday, August 19, 2019 3:46 PM
To: Jackie Bain; Michael Doss
Subject: RE: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

Public services committee

From: Jackie Bain <jbain@milfordohio.org>
Sent: Monday, August 19, 2019 3:41 PM
To: Nate Clayton <nclayton@milfordohio.org>; Michael Doss <mdoss@milfordohio.org>
Subject: RE: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

Which agenda?

From: Nate Clayton <nclayton@milfordohio.org>
Sent: Monday, August 19, 2019 3:36 PM
To: Jackie Bain <jbain@milfordohio.org>; Michael Doss <mdoss@milfordohio.org>
Subject: RE: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

It will have to be on the next agenda. It got missed:

From: Jackie Bain <jbain@milfordohio.org>
Sent: Monday, August 19, 2019 3:30 PM
To: Michael Doss <mdoss@milfordohio.org>
Cc: Nate Clayton <nclayton@milfordohio.org>
Subject: RE: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

From: Michael Doss <mdoss@milfordohio.org>
Sent: Monday, August 19, 2019 2:44 PM
To: Jackie Bain <jbain@milfordohio.org>
Cc: Nate Clayton <nclayton@milfordohio.org>
Subject: Fwd: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

Jackie

Get with Nate and find the ordinance please

Thanks

Michael

Begin forwarded message:

From: Nate Clayton <nclayton@milfordohio.org>
Date: August 19, 2019 at 2:39:44 PM EDT
To: Michael Doss <mdoss@milfordohio.org>
Subject: FW: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

For the next public services meeting. I had thought we did the preliminary legislation, but I cant find it

From: Jennifer.Elston@dot.ohio.gov <Jennifer.Elston@dot.ohio.gov>
Sent: Monday, August 19, 2019 1:17 PM
To: Nate Clayton <nclayton@milfordohio.org>
Cc: John.Otis@dot.ohio.gov; Ben.Miller@dot.ohio.gov
Subject: RE: FY20 Urban Paving Project - City of Milford (PID 103525): Preliminary Legislation

Nate-

Did you ever return a signed Preliminary Participatory Legislation document back to ODOT?

I don't see anything in our file that you returned a City signed copy back to ODOT.

Thanks

Jennifer Elston, P.E.

District Pavement Engineer

ODOT District 8

505 South SR 741, Lebanon, Ohio 45036

513.933.6608

transportation.ohio.gov



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

RECIPIENT:

City of Milford
 Mohawk Trail
 Milford, Ohio 45150
 Phone: (513) 473-9317

Estimate #1612

Sent on 06/01/2019
 Your James Rutherford
 Estimator: jamesr@millsfence.com
 (513) 616-8315

Total \$7,496.00

SERVICE / PRODUCT	DESCRIPTION	TOTAL
-------------------	-------------	-------

New Ultra Aluminum Fence	Furnish & Install: -250 LF of 4' high Commercial Grade Ultra Aluminum fence -Style: UAF 200 Flat Top, 3-Rail, Standard Bottom -Color: Black -2.5" sq. .100 wall posts With Dirt Set Posts w/Concrete Footers: \$7496 With 5" Welded Flange Posts w/Covers: \$9108	\$7,496.00
--------------------------	---	------------

Total \$7,496.00

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



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

Notes Continued...

guaranteed and are subject to change.

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

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

Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

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

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

This proposal may be withdrawn if not accepted within 30 days

Signature: _____ Date: _____

Jackie Bain

From: Ed Hackmeister
Sent: Tuesday, August 27, 2019 7:04 AM
To: Jackie Bain
Subject: FW: Columbarium
Attachments: Milford Columbarium Quote 2019.pdf

Jackie,

Here is the information on the Columbarium. The additional cost for the foundation, sidewalk and concrete around the Columbarium will be \$2500.00 for a total of \$9050.00

Thanks
Ed

From: Georgetown Marble & Granite [mailto:georgetownmarbleandgranite@gmail.com]
Sent: Thursday, August 22, 2019 1:25 PM
To: Ed Hackmeister
Subject: Columbarium

Attached is the requested quote for a 24 niche columbarium. Please let me know if you have any questions.

Thank you
Kelly Heslar
Owner
Georgetown Marble and Granite

--
Georgetown Marble and Granite, Co.
PO Box 68
Georgetown, OH 45121
937.378.6314 phone/fax

GEORGETOWN MARBLE & GRANITE COMPANY

P.O. Box 68
Georgetown, OH 45121

Fax & Phone: (937) 378-6314
Toll Free : 1-877-378-6314
jkheslar1969@yahoo.com

August 22, 2019

City of Milford
Greenlawn Cemetery
678 St. Rt. 50
Milford, OH 45150

Quote for 24 Niche Columbarium

Columbarium

1- 24 Niche Columbarium Grey Granite with Black Granite Doors made of solid granite with no composite materials.

* Quote includes installation and set up. Foundation will be the responsibility of Greenlawn Cemetery.

Quote For Columbarium **\$6,550.00**

Lettering

Laser lettering, design and installation (per door) **\$175.00**
3-4 weeks turn around after approval on lettering, weather permitting

*Price subject to change do to material cost and installation cost