

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 8-17-2021 WAIVE RULES? \_\_\_\_\_ YES  NO  
FINAL ACTION DATE: 8-19-2021 VOTE: \_\_\_\_\_ YES \_\_\_\_\_ NO

SUSPENSION OF TWO READING RULE:

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
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ADOPTION OF RESOLUTION:

	YES	NO
DENISE LINGO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JENNIFER MOODY	<input type="checkbox"/>	<input checked="" type="checkbox"/> ABSENT
ROBERT PARSONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JOE ROETTING	<input type="checkbox"/>	<input checked="" type="checkbox"/> ABSENT
KISHA DOSA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CORDEL GEORGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CINDY SCHEETS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTALS	<u>5</u>	<u>0</u>

RESOLUTION NO. 21-1171

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO ORIGINAL ENGAGEMENT LETTER BETWEEN THE CITY OF MT. HEALTHY AND THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY WITH ASSISTANCE FROM THE OHIO ENVIRONMENTAL PROTECTION AGENCY TO OBTAIN AN ENVIRONMENTAL ASSESSMENT AND CONDUCT ENVIRONMENTAL REMEDIATION**

**WHEREAS:** The property located at 1596 Compton Road (Parcel #593-0004-0459-00) requires an environmental assessment and environmental remediation as needed to facilitate the redevelopment of the property.

**NOW THEREFORE,** BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

**Section 1.** That the City Manager is hereby authorized to sign the attached Amendment (Exhibit A) to original Engagement Letter (Exhibit B) between the City of Mt. Healthy and the Port of Greater Cincinnati Development Authority with assistance from the Ohio Environmental Protection Agency to initiate an environmental assessment and environmental remediation as needed to facilitate the redevelopment of the above mentioned property and in such a manner as he shall deem to be in the best interests of the City of Mt. Healthy

**Section 2.** That Council finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Resolution were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code. That this Resolution shall be in full force and effect from and after the first date provided by law.

Passed this 19 day of AUGUST, 2021.

Ron Bette  
President of Council

Attest: Melanie FC  
Clerk of Council

Approved this 19 day of AUGUST, 2021.

[Signature]  
Mayor

## **EXHIBIT A**

**Amendment to original Engagement Letter** The City of Mt. Healthy, Ohio, a municipal corporation (hereinafter referred to as "City"), with assistance from the Ohio Environmental Protection Agencies, the Ohio Development Services Agencies and/or The Port of Greater Cincinnati Development Authority (the "Agencies"), seeks to obtain an environmental assessment and conduct environmental remediation, as needed, of the property located at 1596 Compton Road, Mt. Healthy, Hamilton County, Ohio, 45231 (permanent parcel #593-0004-0459-00) (hereinafter referred to as the "Property"), to facilitate the redevelopment of the property.

The undersigned City Manager, on behalf of Mt. Healthy, hereby agrees and consents to the City undertaking environmental assessment and clean-up activities at the Property, including all buildings and appurtenances located on the Property. The undersigned City Manager further warrants and that he is duly authorized to execute this Right of Entry, Consent, and Release from Liability.

In consideration of the benefits received hereunder, the City hereby grants the Agencies, and their officers, agents, and employees, including all assigned environmental consultants and contractors (collectively referred to as the "Consultant"), the right to enter in, on, above, and under the Property for the purpose of conducting all assessments, investigations, remediation and inquiries deemed necessary or appropriate in order to complete environmental assessment and remediation activities including, without limitation, bringing equipment and personnel to the Property to conduct site inspections and interviews, to locate underground storage tanks and containers and to identify areas of environmental concern, to remove and analyze tanks, soil, water, waste and other material samples, and to install monitoring wells.

The City agrees to cooperate with and provide information, reports, and documents, within its possession or control, concerning the environmental condition of the Property and the prior use of the Property, and will agree to make a representative available to be formally interviewed by the Consultant if requested to do so.

The Port further acknowledges and agrees that all decisions concerning the scope and manner in which the assessment and remediation activities are to be conducted will be within the exclusive purview of the City; that all results of the complete assessment and remediation activities will be provided at no cost or charge, but that the City and the Agencies will own all right, title and interest in the assessment activity report and the No Further Action Letter (if any) which may be prepared by the Consultant. The Port acknowledges and consents to the release of the results of the environmental assessments to the City, and to other third parties in the event and to the extent such release is required under local, state or federal law. The Port further consents to the submission by the Consultant of the No Further Action Letter (if any) to the Ohio Environmental Protection Agencies for consideration under Ohio's Voluntary Action Program, and agrees to cooperate with the Consultant in the application process to the extent necessary as owner of the Property, at the City's expense.

In consideration of the foregoing, the City hereby releases and holds harmless The Port and the Agencies and the Consultant (and their respective officers, agents, and employees), from any and all injuries to person or property, liabilities, costs, expenses, damages, losses, judgments, orders, penalties or fines, arising in any way out of the Consultant's, the Agencies', or The Port's activities in connection with conducting the environmental assessment and remediation activities on the Property, in preparing the assessment reports and recommendations, in reporting waste disposal and environmental releases by the Consultant identified during the environmental assessment activities to the extent such reporting is required under local, state or federal law, and in submitting the aforementioned assessment reports and a No Further Action letter to the Ohio Environmental Protection and the Ohio Bureau of



Underground Storage Tank Regulations, including without limitation, costs of environmental remediation and disposal, loss in fair market value of the Property, fines, penalties, losses or costs incurred as a result of reporting a release to the appropriate governmental entity, enforcement actions taken by a governmental entity, and errors or omissions in the Consultant's services; provided, however, that this release and hold harmless shall not apply to the Consultant, to the extent that said injuries, liabilities, costs, expenses, damages, losses, judgments, orders, penalties or fines arise from the gross negligence, or willful misconduct of the Consultant. This release and hold harmless provision shall survive the termination of the right-of-entry as set forth in the following paragraph, and shall be binding on all successors and assigns of The Port.

The City further acknowledges and consents to the reporting of environmental releases and disposal of waste, by the Consultant identified during the environmental assessment and remediation activities to the extent such reporting are required under state or federal law. The City acknowledges and authorizes the Consultant (and their respective officers, agents, and employees) to perform such reporting, including signing reports and manifests on-behalf of the City, when not available, as required under state or federal law.

In further consideration of the benefits received hereunder, the City represents that in associating with the assessment and remediation of the property, the City intends to sell the property for redevelopment purposes.

The future redevelopment plan for the property includes, but is not limited to, extension of commercial business on adjacent parcels as well as furthering the development of the main downtown area of the City.

The right of entry and consent shall be in effect for the period of 3 years from the date of its execution, and shall be binding on all successors and assigns of The Port.

IN WITNESS WHEREOF, the undersigned has executed this Right of Entry, Consent, and Release from Liability on this \_\_\_ day of \_\_\_\_\_, 2021.

  
\_\_\_\_\_  
Bill Kocher, Mt. Healthy City Manager

# THE PORT

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## PROPOSAL – PROJECT MANAGEMENT SERVICES

**Project Partner:**

City of Mt. Healthy  
Bill Kocher, City Manager  
7700 Perry Street  
Mt. Healthy, OH 45231

**Project Name:** 1596 Compton

**Project Location:**

1596 Compton Road  
Mt. Healthy, OH 45213

**Date:** 9/25/2020

**Scope/Intent of services**

The Port of Greater Cincinnati Development Authority (The Port) proposes to provide Project Management Services to the City of Mount Healthy to help advance the redevelopment of 1596 Compton Road, a former gas station. The Port proposes the following services to assist with further assessing the site and developing a remedial plan. We look forward to the opportunity to support the redevelopment of this parcel in partnership with the City of Mt. Healthy.

The Port will review existing Environmental Site Assessments (ESA) for compliance. After the ESAs are updated, a Remedial Action Plan (RAP) will be written to proceed with remediation. The Port will identify and manage consultants to complete the ESAs and RAP, which will be used to guide the site remediation. The Port will identify funding sources for the site remediation and manage the contractors.

**Environmental Assessment Review**

The Port will review the site's existing environmental documentation. The Port will:

- Review the Phase II site assessment, and Phase I assessment if it can be located, to determine what needs to be updated.
- Apply for funding to update the ESAs and create a new Remedial Action Plan.
- If funding is not available, the City of Mt. Healthy will need to pay for the Environmental Reports necessary for remediation.

**Project Funding**

The Port will evaluate broadly sources of funds to support site remediation and apply for funding with the appropriate source. The Port will:

- Research and apply for the remediation funding application.
- Work with the city to organize information required by the application. The City will provide information to The Port as required by the funding application.
- The city will be the recipient of the funds. The Port will manage the funds and the remediation project.

**Contracting**

In coordination with the City of Mt. Healthy, The Port will direct and manage solicitations and contracts, as necessary, for companies to perform the environmental site assessment and remediation. Contracting actions to be led by The Port include:

- Assist in developing contract scope.



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- Solicit and manage proposals for ESAs, RAP, and Remediation.

## **Regulatory Compliance**

The Port will leverage its expertise and long-standing relationships to ensure regulatory compliance with the Ohio Environmental Protection Agency (OEPA) and the Bureau of Underground Storage Tank Regulations (BUSTR) to remediate the site. Regulatory Compliance actions to be led by the Port include, but are not limited to:

- Coordinate with BUSTR for remedial compliance
- Coordinate Ohio Petroleum Underground Storage Tank Release Compensation Board (PUSTRCB) funds, as applicable.
- Review documentation provided by Contractor to OEPA or BUSTR for remedial compliance as applicable.
- Manage the process to secure a closure letter.

## **Construction Administration**

The Port will assume the day-to-day management and oversight for the remediation of 1596 Compton Road. The Port will coordinate field oversight with the City of Mt. Healthy and / or their representative. Field Oversight actions to be led by the Port include, but are not limited to:

- Attend field oversight meetings as required by the project scope during excavation and remediation activities.
- Provide site observation Field Reports to the City.
- Respond to requests for information from consultants and contractors.
- Manage and review payment applications for all project invoices.

## **Exclusions**

Architectural design or site/landscape design services.  
Property sale or disposition.

## **Anticipated Process:**

1. Finalize project management agreement between The City of Mt. Healthy and The Port.
2. Review existing site assessment reports and update as necessary.
3. Identify Environmental Consulting Firm and potential funding sources (if any). If necessary, City shall pay for Phase I & II updates.
4. Based on outcome of site assessments, develop Remedial Action Plan. If necessary, City shall pay for RAP.
5. Identify remediation funding source and apply for funding.
6. The Port identifies any other necessary contractor. Contractor enters into contract with City.
7. Remediation work begins. Port oversees site remediation and reviews payment applications and grant funding compliance.
8. Remediation work complete.



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## Administration Fees and Terms

### General

City of Mt. Healthy agrees to pay The Port a one-time project management fee ("Management Fee") of 5% of total project costs or \$8,000, whichever is greater, to serve as the Project Manager. The Port shall also be reimbursed for additional, reasonable out-of-pocket expenses and costs (Expenses) incurred during the Term. Expenses include but are not limited to legal fees, consulting fees, and other professional fees associated with the Services, out-of-town travel costs and meals during such travel, and other related charges. Invoices for Expenses will include reasonable explanatory detail.

### Payment


The Port, in partnership with The City of Mount Healthy, will develop a project budget. The Port Authority will work against retainer and submit costs monthly for reimbursement. The Port will also work with The City of Mount Healthy to develop a mutually agreed-upon payment schedule for the management fee.

The Port

  
Signature

10-13-20  
Date

Accepted By:

  
Signature

10-7-2020  
Date

