

A G E N D A
PIQUA CITY COMMISSION
MONDAY, APRIL 6, 2009
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

REGULAR CITY COMMISSION MEETING

1. **APPROVAL OF MINUTES** Approval of the minutes from the March 16, 2009 Regular City Commission Meeting and the March 17, 2009 Piqua City Commission Work Session

2. **ORD. NO. 2-09** An Ordinance amending Section 94.20 of the Piqua Code, relating to Community Swimming Pool Fees
 (2nd Reading)

3. **RES. NO. R-25-09** A Resolution authorizing the City Manager to enter into all necessary agreements with the Fort Piqua Redevelopment Corporation relating to the Fort Piqua Hotel Redevelopment Project
 (Tabled 3-2-2009)
 (Tabled 3-16-2009-Amended)

4. **RES. NO. R-28-09** A Resolution authorizing the City Manager to enter into a loan agreement with a group of citizens relating to the Fort Piqua Hotel Redevelopment Project to assist with funding

5. **RES. NO. R-29-09** A Resolution of Appreciation for the Public Service of Andre H. Burner, Jr. as a City Employee

6. **RES. NO. R-30-09** A Resolution authorizing the purchase of property located at 533-535 W. High Street, Piqua, Miami County, Ohio

7. **RES. NO. R-31-09** A Resolution authorizing the City Manager or designee to seek funding on behalf of the City of Piqua for land acquisition, well field exploration and drilling, as well as for planning, design and construction of the City of Piqua's water facility

8. **RES. NO. R-32-09** A Resolution requesting authorization to issue a purchase order to Advanced Control Systems for; SCADA (Supervisory Control and Data Acquisition) system hardware & software upgrades, and integration services at the Power System

9. **RES. NO. R-33-09** A Resolution appointing a Charter Review Committee

OTHER:

- Monthly Reports –February 2009

EXECUTIVE SESSION

Move into Executive Session to prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel.

ADJOURN

**MINUTES
PIQUA CITY COMMISSION
MARCH 16, 2009
7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hudson called the meeting to order. Also present were Commissioners Martin, Vogt, Fess, and Terry. Absent: None.

REGULAR CITY COMMISSION MEETING

Proclamation: American Red Cross Month

Mayor Hudson read the proclamation and presented it to Mark Wion of the Red Cross. Mr. Wion thanked the city and the Commissioners for their support.

APPROVAL OF MINUTES

Moved by Commissioner Vogt, seconded by Commissioner Martin, that the minutes of the February 23, 2009 Piqua City Commission Special Meeting and the March 2, 2009 Regular City Commission Meeting be approved. Voice vote, Aye: Terry, Vogt, Martin, Hudson, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 2-09

An Ordinance amending Section 94.20 of the Piqua Code, relating to Community Swimming Pool Fees

Moved by Commissioner Terry, seconded by Commissioner Martin, to give Ordinance No. 2-09 a first reading. Voice vote, Aye: Terry, Vogt, Hudson, Fess, and Martin. Nay: None. Motion carried unanimously. Mayor Hudson then declared Ordinance No. 2-09 be given a first reading.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to bring Resolution No. R-25-09 back to the table. Voice vote, Aye: Hudson, Martin, Terry, Fess and Vogt. Nay: None. Motion carried unanimously.

RES. NO. R-25-09

A Resolution authorizing the City Manager to enter into all necessary agreements with the Fort Piqua Redevelopment Corporation relating to the Fort Piqua Hotel Redevelopment Project

Moved by Commissioner Martin, seconded by Commissioner Vogt to table Resolution No. R-25-09 until the next regular City Commission Meeting. Roll call, Aye: Fess, Vogt, Martin, Terry, and Hudson. Nay: None. Motion carried unanimously to table Resolution No. R-25-09 until the next Regular City Commission Meeting.

RES. NO. R-27-09

A Resolution authorizing application to the Ohio Department of Natural Resources for financial assistance for a boating access

There was discussion on the location of the boat ramp, the type of ramp that would be installed, and the cost to the City.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-27-09 be adopted. Voice vote, Aye: Hudson, Fess, Terry, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No R-27-09 adopted.

Public Comment

Terry Wright, W. North Street, asked if it would be possible to have the Piqua City Commission Meetings put on a DVD and to give several copies to the Piqua Library for citizens to check out and view. Mr. Wright also inquired as to the schedule for street and alley repaving this year.

City Manager Enderle stated the streets and alleys are scheduled for paving to begin in the fall, and project is on a five-year program for all of the alleys and streets to be paved.

Commissioner Terry suggested that residents call the City Street Department to inform them of problem areas in their neighborhoods.

Commissioner Fess asked if the street repaving schedule could be put on the website for citizens to view to find out when their particular area is to be done.

Chet Osborne, Staunton Street, inquired about the boat ramp behind Bennett School on Main Street, and the ramp by Lock Nine Park asking if they were still usable.

Mr. Osborne voiced concern about the increase in utility fees, why some the bills seem higher than usual for December and January, and asked if someone would look into it.

Commissioner Terry stated she had spoken to the Utility Office Manager and was told if the utility bill was estimated citizens could call and someone would come out to read the meter.

Finance Director Holtzaple explained why some of the utility bills were estimated the last two months.

Sandy Wolf, Broadway, voiced her concern over the Das Park area located on the corner of Broadway and Park Avenue. Commissioner Fess stated she has been to the park and described the areas she saw that are in need of repair.

Jamie Sykes, W. North Street, voiced his concern on the city not soliciting bids to complete the Piqua Plaza, and the amount of money being requested to complete the project. Mr. Sykes also voiced his opinion on how the restaurant was chosen for the Piqua Plaza. Mr. Sykes asked if the invitation to bid was published in the Piqua Daily Call, and stated he would like to see the bid process and the steps taken to choose the restaurant.

Roger Petijean, Broadway, voiced his concern over the increasing costs to the Piqua Plaza Project, and the need for street repairs instead.

Commissioner Vogt stated he has received numerous telephone calls on the issue of the Piqua Plaza, and will do what he thinks is in the best interest of the City of Piqua.

Commissioner Martin voiced his concern over the condition of several fire hydrants in the city. City Manager Enderle stated he would look into it. A work session is scheduled for Tuesday, March 17, at 4:00 P.M. to discuss the Water Plant Study and the public is invited, stated Commissioner Martin.

Commissioner Fess stated she has received quite a number of telephone calls, emails, letters on the Piqua Plaza project, and appreciates all the input she has received.

Commissioner Fess stated she has been trying ever since she has been appointed to the City Commission to understand the structure of the Piqua Plaza and the financing. It is extremely difficult and is very complex, and explained some of the information she had received from the lengthy discussion she had with the City Manager earlier that day on the Piqua Plaza Project. Commissioner Fess further explained what tax credits are and how the city would benefit from the use of them, and

went over the figures of the total amount needed to complete the restaurant facility. We know there is a lot of concern out there and we need to make financial sense of the figures and costs in order to complete the project, but we also have to look at what is best for the city, said Commissioner Fess.

City Manager Enderle stated ads were not taken out for bids specifically, but there were a dozen or so articles written over the summer and fall in the newspaper about the need for a restaurant in the Piqua Plaza. There were about 40-45 RFP's sent out to various contacts as suggested by different ones, said City Manager Enderle.

Commissioner Terry stated one of the long-term goals that were high on the list of projects set by the Comprehensive Plan completed in 2008, was a request for a sit-down restaurant located in the City of Piqua. We need to get a paying tenant in the corner of the Piqua Plaza to help pay the bills, said Commissioner Terry.

The North Parks Neighborhood Association will meet on Monday, March 23, 2009 at 7:00 P.M. at Wilder School on Nicklin Avenue, and residents are invited to attend, said Commissioner Terry.

Commissioner Terry asked for an update on the old Piqua Memorial Hospital building demolition project at this time.

City Manager Enderle gave a brief explanation on the status of the project citing the Ohio Environmental Protection Agency is coming in on March 17, to do their own inspection of the property, and issue a timeline to get the clean up completed. This all should be completed within seven to eight months, said City Manager Enderle.

Mayor Hudson attended a fundraiser for the Red Cross on March 14th at the Piqua Plaza and it was a very pleasant evening and all for a good cause.

Mayor Hudson also stated he was sent a link to the Sports Illustrated Magazine where an article was written concerning the success of a non-chain restaurant Toon P. Wiggins operating in a small town such as Sidney, Ohio.

Mayor Hudson thanked Commissioner Fess for her detailed information on the Piqua Plaza project.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:30 P.M. Voice vote, Aye: Vogt, Martin, Hudson, Terry, and Fess. Nay None.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

MINUTES
PIQUA CITY COMMISSION WORK SESSION
March 17, 2009
4:00 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

Piqua City Commission met in a Special Work Session in the Commission Chambers in the Municipal Government Complex, 201 W. Water Street for a work session. Mayor Hudson called the meeting to order at 4:00 P.M. Also present were Commissioners Martin, Fess, and Terry. Absent: Vogt. Also in attendance: City Manager Fred Enderle, City Engineer Amy Havenar, Finance Director Cynthia Holtzapple, Water Plant Superintendent Ron Klima, Assistant Water Superintendent Todd Brandenburg.

Moved by Commissioner Martin, seconded by Commissioner Terry to excuse Commissioner Vogt from the March 17, 2009 Piqua City Commission Work Study Session. Voice vote, Aye: Fess, Martin, Terry, and Hudson. Nay: None.

Purpose of the Special Meeting is to discuss Water Plant Feasibility Study – Amy Havenar and Todd Brandenburg

City Manager Fred Enderle gave a brief overview of the three options explored previously.

City Manager Enderle stated Patrick Titterington, Safety Services Director of Troy, sent back two comments from the discussion at the previous work-study session on February 23, 2009.

- Discussion of the bulk water rates
- Exploration and new development of well fields for Piqua

This analysis was not put together to cast Troy in the most favorable light, it was put together to reflect what the issues and concerns are for the City of Piqua, said City Manager Enderle. This new information was sent out previously for Commissioner's review for a plan to drop the bulk water rate by 20% with two new scenarios to consider.

There was discussion of cost of the bulk water rates from Troy, what type of water plant would be required if Piqua chose to build, would there be any advantage to having a regional facility, and what would the EPA regulations in the future.

Questions were asked concerning the purchase of water from Troy, would Troy have the capacity to supply or add additional lines if a large water user company were to locate in Piqua. There was also concern over the possibility of one of the aqua fur in Troy being contaminated at this time. Tim Ray, Superintendent of the Troy Water Plant stated they are not under any directive from the EPA for any contamination at this time, but however across the river at the Brown Bridge or Kimberly Clark site they have been put on the national clean-up site, and explained the reason for concern.

After a lengthy discussion the majority of the Commissioners present were all in agreement that ownership is important, but would consider being an equal partner with Troy if Troy would consider it. But they would like to have some control over Piqua's destiny citing it is very important. In the 20-year long range plan the difference of the \$1.3 million dollars wasn't that much different than the option for Piqua to own and operate their own water plant.

City Manager Enderle summarized what the Commission would like to do.

- Come back at the April 6 City Commission meeting with legislation necessary to authorize the City to go forward at this time.
- Finish the distribution study
- Continue well field exploration
- Property options

Moved by Commissioner Martin, seconded by Commissioner Fess, to adjourn from the Piqua City Commission Work Session at 4:55 P.M. Voice vote, Aye: Martin, Terry, Hudson and Fess. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 2-09

AN ORDINANCE AMENDING SECTION 94.20 OF
THE PIQUA CODE, RELATING TO COMMUNITY
SWIMMING POOL FEES

BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Section 94.20 of the Piqua Code is hereby amended to read as follows (with deletions lined out and additions underlined):

Section 94.20: Community Swimming Pool Fees

The Park Department shall charge the following fees for the use of the community swimming pool:

(A) *Yearly memberships.*

~~\$90.00~~ \$100.00 Family of two

~~\$15.00~~ \$20.00 Each additional family member beyond two. All family members must be indicated at time of purchase of family membership.

~~\$60.00~~ \$65.00 Single Adult

~~\$60.00~~ \$65.00 Senior citizen family of two (both 62 years of age or older)

~~\$35.00~~ \$40.00 Senior citizen (62 years of age or older)

~~\$37.50~~ \$40.00 Student membership (first through twelfth grade)

~~\$15.00~~ \$20.00 Preschoolers through kindergarten

\$5.00 Replacement of membership card due to lost or destroyed card

*All ages and grades shall be calculated as of Memorial Day each year.

(B) *Daily fee.*

~~\$3.75~~ \$4.00 Per Adult (~~\$2.00~~ \$2.50 after 5:00 p.m.)

~~\$3.25~~ \$3.50 Per Student (first through twelfth grade) (~~\$2.00~~ \$2.50 after 5:00 p.m.)

~~\$1.00~~ \$1.50 Preschoolers through kindergarten

(C) *Swimming lessons.* Lessons shall be ~~\$20~~ \$40.00 per student per 2-week session (~~8~~ 10 lessons).

(D) *Group pool rental.* Sessions run from 7:30 to 9:30 p.m. on Monday, Tuesday, Wednesday, and Thursday only. The cost to rent the pool with city lifeguards is:

~~1-50 persons \$125~~

~~51-100 persons \$175.00~~

1-100 persons \$200.00

more than 100 persons \$225-\$300.00

(E) Special promotional rates: Special lower rates for daily admission and membership may be charged if recommended by the Park Board and approved by the City Manager. Special promotional rates may not exceed those rates established above. When approved, special promotional rates shall include the cost, the period of time for which the rates are available and any special conditions associated with the special promotion.

(*97 Code, § 97.24) (Ord. 6-86, passed 2-3-86; Am. Ord. 7-96, passed 3-18-96; Am. Ord. 15-97, passed 3-3-97; Am. Ord. 24-97, passed 3-17-97; Am. Ord. 18-00, passed 5-1-00; Am. Ord. 4-02, passed 2-19-02; Am. Ord. 7-06, passed 4-17-06)

SEC. 2: Section 94.20 (Community Swimming Pool Fees) of the Piqua Code as previously enacted, are hereby amended;

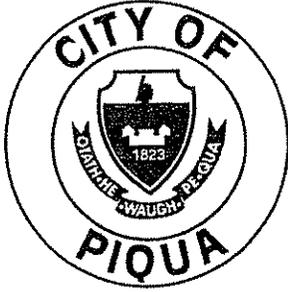
SEC. 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 3-16-2009

THOMAS D. HUDSON MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



PARKS & RECREATION DEPARTMENT

Rob Stanford – Recreation Coordinator
201 West Water Street • Piqua, Ohio 45356
(937) 778-2085 • FAX (937) 778-5165
E-Mail: rstanford@piquaoh.org

March 6, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **Request For Commission Authorization To Amend
The Fee Schedule for the Municipal Pool**

At its October 2008 meeting the Park Advisory Board voted unanimously to recommend to the City Commission raising the fees at the Piqua Municipal Pool. The increases are in line with those approved in the long range financial plan approved by commission on November 3, 2008. Prices will increase for day passes, memberships, rentals and swim lessons. Day pass will increase \$0.25 on adults and students as well as a \$0.50 increase on the preschool and after 5:00pm. Memberships will increase \$2.50 - \$10.00 depending on membership. After hour rentals will be reclassified into two categories 1-100 or Over 100 with the respective rate being \$200 and \$300 per 2 hour event. Swim lesson fees were doubled in order to recover costs.

It is also requested that code similar to that for golf promotions be added to the section on pool fees. This will enable the use of special promotions in the marketing of the facility at the recommendation of the Park Board and approval by the City Manager.

The pool operations are subsidized by the general fund each year in an excess of \$50,000. These increases will not make up for the entire deficit, but will help to offset some of the general fund transfer. The fees are in line with other public pools in the vicinity. Attached please find Appendix "A" showing current and proposed rates.

Please let me know if I can provide any additional information pertaining to this matter.

Respectfully submitted,

Robert M. Stanford

Frederick E. Enderle
Page 2
April 24, 2006

RMS/nd

Attachment

c: Cathy Oda, Park Board Chairperson

**City of Piqua
Community Pool
2009 Proposed Fee Schedule**

	<u>Atten.</u> <u>2008</u>	<u>Current</u> <u>2008</u>	<u>Revenue</u> <u>2008</u>	<u>Proposed</u> <u>2009</u>	<u>Revenue</u> <u>2009</u>	<u>Diff.</u>
<u>Daily Admission</u>						
Adult	2864	\$ 3.75	\$ 10,740	\$ 4.00	\$ 11,456	
Student (Grade 1-12)	6223	\$ 3.25	\$ 20,225	\$ 3.50	\$ 21,781	
Preschool	900	\$ 1.00	\$ 900	\$ 1.50	\$ 1,350	
Children Under 3		-		Free		
After 5pm	747	\$ 2.00	\$ 1,494	\$ 2.50	\$ 1,868	
			<u>\$ 33,359</u>		<u>\$ 36,454</u>	
<u>Membership</u>						
Family of 2	128	\$ 90.00	\$ 11,520	\$ 100.00	\$ 12,800	
Senior Family of 2	0	\$ 60.00	\$ -	\$ 65.00	\$ -	
Additional Family Member	266	\$ 15.00	\$ 3,990	\$ 20.00	\$ 5,320	
Adult	12	\$ 60.00	\$ 720	\$ 65.00	\$ 780	
Student	163	\$ 37.50	\$ 6,113	\$ 40.00	\$ 6,520	
Senior Citizen	8	\$ 35.00	\$ 280	\$ 40.00	\$ 320	
Preschool	5	\$ 15.00	\$ 75	\$ 20.00	\$ 100	
			<u>\$ 22,698</u>		<u>\$ 25,840</u>	\$ 6,238
<u>Swimming lessons</u>						
	105	\$ 20.00	\$ 2,100	\$ 40.00	\$ 4,200	
			<u>\$ 2,100</u>		<u>\$ 4,200</u>	\$ 2,100
<u>Private Rentals</u>						
1-50 Persons	14	\$ 125.00	\$ 1,750	\$ 200.00	\$ 2,800	
51-100 Persons	5	\$ 175.00	\$ 875	\$ 200.00	\$ 1,000	
100+	6	\$ 225.00	\$ 1,350	\$ 300.00	\$ 1,800	
			<u>\$ 3,975</u>		<u>\$ 5,600</u>	\$ 1,625
			\$ 62,131		\$ 72,094	\$ 9,963

94.20 COMMUNITY SWIMMING POOL FEES.

The Park Department shall charge the following fees for the use of the community swimming pool:

(A) *Yearly memberships.*

~~\$90.00~~ 100.00 Family of two

~~\$45.00~~ 20.00 Each additional family member beyond two. All family members must be indicated at time of purchase of family membership.

~~\$60.00~~ 65.00 Single Adult

~~\$60.00~~ 65.00 Senior citizen family of two (both 62 years of age or older)

~~\$35.00~~ 40.00 Senior citizen (62 years of age or older)

~~\$37.50~~ 40.00 Student membership (first through twelfth grade)

~~\$45.00~~ 20.00 Preschoolers through kindergarten

\$5.00 Replacement of membership card due to lost or destroyed card

*All ages and grades shall be calculated as of Memorial Day each year.

(B) *Daily fee.*

~~\$3.75~~ 4.00 Per Adult (~~\$2.00~~ 2.50 after 5:00 p.m.)

~~\$3.25~~ 3.50 Per Student (first through twelfth grade) (~~\$2.00~~ 2.50 after 5:00 p.m.)

~~\$4.00~~ 1.50 Preschoolers through kindergarten

(C) *Swimming lessons.* Lessons shall be ~~\$20~~ 40 per student per 2-week session (8-10 lessons).

(D) *Group pool rental.* Sessions run from 7:30 to 9:30 p.m. on Monday, Tuesday, Wednesday and Thursday only. The cost to rent the pool with city lifeguards is:

1 - 50 persons \$425

51 - 100 persons \$475 1-100 \$200

more than 100 persons \$225 \$300

(E) Special promotional rates: Special lower rates for daily admission and membership may be charged if recommended by the Park Board and approved by the City Manager. Special promotional rates may not exceed those rates established above. When approved, special promotional rates shall include the cost, the period of time for which the rates are available and any special conditions associated with the special promotion.

(‘97 Code, § 97.24) (Ord. 6-86, passed 2-3-86; Am. Ord. 7-96, passed 3-18-96; Am. Ord. 15-97, passed 3-3-97; Am. Ord. 24-97, passed 3-17-97; Am. Ord. 18-00, passed 5-1-00; Am. Ord. 4-02, passed 2-19-02; Am. Ord. 7-06, passed 4-17-06)

RESOLUTION NO. R-25-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO ALL NECESSARY AGREEMENTS WITH
THE FORT PIQUA REDEVELOPMENT CORPORATION
RELATING TO THE FORT PIQUA HOTEL
REDEVELOPMENT PROJECT**

WHEREAS, the economic revitalization of the City of Piqua (the "City") is an important governmental interest and the renovation of the Fort Piqua Hotel will remove a blighting influence on the City and spur economic redevelopment within the City and is intended to improve the economic welfare of the City; and

WHEREAS, the City of Piqua Downtown Redevelopment Project, L.P., an Ohio limited partnership (the "Redevelopment LP") is in the process of completing the renovation of the Fort Piqua Hotel, now the Fort Piqua Plaza; and

WHEREAS, the City, as part of the original funding commitment, desires to commit to the redevelopment project by lending funds to the Fort Piqua Redevelopment Corporation, an Ohio corporation ("Fort Piqua") to provide funds to the Redevelopment LP for the Fort Piqua Hotel Redevelopment Project (the "Project"); and

WHEREAS, it is necessary for the City to commit to lending \$1,000,000 \$960,000 dollars to Fort Piqua (the "Loan"), and to allow the City Manager to effectively negotiate the terms of the loan agreement(s); and

WHEREAS, this resolution shall be an emergency measure for the public peace, health, safety and welfare of the inhabitants of the City and for the further reason that it is necessary that this resolution be passed immediately in order to permit the City to meet its contractual obligations for the Project; and

NOW THEREFORE, be it ordered by the City of Piqua Commission, Miami County, Ohio (the "Commission") the majority of all members elected thereto concurring that:

SEC. 1: That the Loan is approved and the City Manager is hereby authorized to make the Loan to Fort Piqua or its designee, the proceeds of which shall be used for the purpose of carrying out the project known as the renovation of the Fort Piqua Hotel Redevelopment Project.

SEC. 2: That the City Manager is hereby authorized to enter into such other contracts, agreements, etc. with the Fort Piqua, or its designee, and such other interested investors in the Project necessary or appropriate to effectuate the terms and provisions of the loan agreement any and all other legal documents authorized by the Commission in connection with the Project.

SEC. 3: That the City Manager and other authorized City officials are authorized to execute other documents and certificates, and take other actions that may be necessary or appropriate to effectuate the Loan as authorized by this resolution.

SEC. 4: This Commission finds and determines that all formal actions of the Commission concerning and relating to the passage of this resolution were taken in open meetings of this Commission and that all deliberations of the Commission that resulted in those formal actions were in meetings open to the public and in compliance with the law.

SEC. 5: All actions taken by the City Manager, officers, agents, city officials, employees and representatives of the City, or any of them, on behalf of the City, in connection with the transactions referred to in this resolution, whether heretofore or hereafter done or performed, shall be and the same hereby are, ratified, confirmed and approved in all respects.

SEC. 6: For the reasons stated in the preamble of this resolution, this resolution is hereby declared to be an emergency measure and shall take effect and be in force from and after passage.

THOMAS D. HUDSON, MAYOR

Tabled 3-2-2009
Tabled 3-16-2009-Amended

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-28-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A LOAN AGREEMENT WITH
A GROUP OF CITIZENS
RELATING TO THE FORT PIQUA HOTEL
REDEVELOPMENT PROJECT TO ASSIST WITH FUNDING**

WHEREAS, the City of Piqua Downtown Redevelopment Project, L.P., an Ohio limited partnership (the “Redevelopment LP”) is in the process of completing the final renovation of the Fort Piqua Hotel, now the Fort Piqua Plaza; and

WHEREAS, the City, as part of the original funding commitment, desires to commit to the redevelopment project by lending funds to the Fort Piqua Redevelopment Corporation, an Ohio corporation (“Fort Piqua”) to provide funds to the Redevelopment LP for the Fort Piqua Hotel Redevelopment Project (the “Project”); and

WHEREAS, it is necessary for the City to commit to lending \$960,000 dollars to Fort Piqua (the “Loan”); and

WHEREAS, there have been a large number of citizens who have contributed to the success of the renovation of the Fort Piqua Hotel and did so with the commitment that the final project would include a restaurant and a coffee shop or tenant spaces; and

WHEREAS, a group of citizens, specifically, James Brown Jr., James Brown III, Joseph Brown, Daniel French and Buckeye Insurance Group, desire to see through the completion of the Project and therefore have offered to loan the City \$210,000 dollars towards its \$960,000 commitment; and

WHEREAS, this resolution shall be an emergency measure for the public peace, health, safety and welfare of the inhabitants of the City and for the further reason that it is necessary that this resolution be passed immediately in order to permit the City to meet its contractual obligations for the Project; and

NOW THEREFORE, be it ordered by the City of Piqua Commission, Miami County, Ohio (the “Commission”) the majority of all members elected thereto concurring that:

SEC. 1: That the Loan between James Brown Jr., James Brown III, Joseph Brown, Daniel French and Buckeye Insurance Group (“Citizens”) and the City for \$210,000 dollars is approved in substantial conformance with the terms and conditions as attached hereto in Exhibit A for the said purpose that the loan is only for the purpose of being a share of the City’s \$960,000 dollar commitment for the completion of the renovation of the Fort Piqua Hotel.

SEC. 2: This Commission finds and determines that all formal actions of the Commission concerning and relating to the passage of this resolution were taken in open meetings of this Commission and that all deliberations of the Commission that resulted in those formal actions were in meetings open to the public and in compliance with the law.

SEC. 3: All actions taken by the City Manager, officers, agents, city officials, employees and representatives of the City, or any of them, on behalf of the City, in connection with the transactions referred to in this resolution, whether heretofore or hereafter done or performed, shall be and the same hereby are, ratified, confirmed and approved in all respects.

SEC. 4: For the reasons stated in the preamble of this resolution, this resolution is hereby declared to be an emergency measure and shall take effect and be in force from and after passage.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

LOAN AGREEMENT WITH THE CITY OF PIQUA

THIS AGREEMENT is made as of April ____, 2009, between the City of Piqua, a municipal corporation, and whose mailing address is 201 W. Water St., Piqua, Ohio 45356 ("City"), and James W. Brown Jr., James W. Brown III, Joseph W. Brown, Daniel P. French, and Buckeye Insurance Group, private and corporate citizens, whose mailing address for purposes of this Agreement is One Propeller Place, Piqua, Ohio 45356 ("Citizens").

WHEREAS, the City of Piqua Downtown Redevelopment Project, LP is the owner of the Fort Piqua Plaza and is the legal entity responsible for structuring the financing of the restoration of the hotel or "Project"; and

WHEREAS, the financing of the Project included federal and state tax credits, private investments, private loans, private donations and various loans from the City of Piqua; and

WHEREAS, if the Project was not financed and structured through the City of Piqua Downtown Redevelopment Project, LP, the Project would not be eligible for the tax credits; and

WHEREAS, the Project is nearing completion as only the restaurant space remains to be renovated; and

WHEREAS, if the Project, including the restaurant space, is not completed, the Project jeopardizes losing a substantial amount of potential tax credits; and

WHEREAS, recognizing that the Project requires nine hundred sixty thousand dollars for completion and that the funds may be loaned to the Project, the goodwill of the Citizens desire to loan to the City of Piqua \$210,000 towards the required loan amount.

NOW THEREFORE, by Agreement, the Citizens loan and the City of Piqua accepts \$210,000.00 for the purpose of contributing to the \$960,000.00 the City of Piqua is loaning to the Fort Piqua Redevelopment Corp., an Ohio Corporation, to provide funds to the City of Piqua Downtown Redevelopment Project, LP to complete the Project.

TERMS

I. DEFINITIONS

- a. City of Piqua. The City of Piqua is a municipal corporation acting under the authority of a City Charter. The City shall be referred to hereafter as "City".
- b. Citizens. The citizens are James W. Brown Jr., James W. Brown III, Joseph W. Brown, Daniel P. French, and Buckeye Insurance Group and shall be referred to collectively and hereafter as "Citizens".
- c. City of Piqua Downtown Redevelopment Project, LP. The City of Piqua Downtown Redevelopment Project, LP is the owner of the Fort Piqua Plaza.
- d. Fort Piqua Redevelopment Corp., an Ohio Corporation and the borrower of the loaned funds by the City of Piqua; general partner of the City of Piqua Redevelopment Project, LP.
- e. Fort Piqua Plaza. The Fort Piqua Plaza is being renovated as a banquet facility, tenant spaces, and common space and referred to hereafter as the "Project".

II. LOAN TERMS

- a. The Citizens shall loan the City in one lump sum, Two Hundred Ten Thousand (\$210,000.00), with said sum being paid by the Citizens upon the City's obligation to loan the funds being due but, in any event, The City shall provide the Citizens thirty (30) days notice of said funds being due. The foregoing loan shall bear the same interest rate that the City pays on the additional funds it borrows to complete the project.
- b. Said loan from the Citizens shall only be used as a share of the Nine Hundred Sixty Thousand Dollar (\$960,000.00) loan from the City of Piqua to the Fort Piqua Redevelopment Corporation to provide funds to the City of Piqua Downtown Redevelopment Project, LP for final completion of the Project.
- c. Should the City not use the \$210,000.00 for the loan to the Project, the City shall be considered in default and said funds shall be immediately due and payable to the Citizens.

- d. The City shall be the borrowing party for \$750,000.00 or the remaining amount needed as authorized by the City Commission and shall accept full responsibility for repayment of any borrowed funds from a third party.
- e. It is understood that the \$210,000.00 loan is to be paid back from the net profits from the Fort Piqua Plaza operations of the banquet facility, tenant space, and common space. The City has a first obligation to pay its monthly rental payment for the leased banquet and meeting space of the fourth floor, the coffee shop space and the restaurant space, and any operating expenses relating to the above. After the above financial obligations are satisfied, the remaining profit balance, or if profits are not available and a City advance is needed, that advance shall pay the interest and then the principal balance of the \$750,000.00 loan that is the subject of this Agreement. After the City's portion of the loan and any city advances are paid in full, the \$210,000.00 loaned from the Citizens shall be paid.
- f. The term of this Agreement shall be twenty (20) years. If at the end of the twenty year period, the loan from the Citizens has not been paid in its entirety, all remaining balance shall be forgiven by the Citizens and nothing further is owed.
- g. Upon request, but no more than two times per year, the Citizens shall be entitled to an accounting of the revenue produced by the leased banquet and meeting space of the fourth floor, the coffee shop space and the restaurant space, all operating expenses and profit for the Project.

III. OTHER

- a. **ENTIRE AGREEMENT.** This Agreement, including all exhibits, contains the entire agreement between the parties and supersedes all prior understandings. No amendments to this Agreement shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.
- b. **NOTICE.** All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, or if sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

City of Piqua
 201 W. Water St.
 Piqua, Ohio 45356
 Attn: City Manager

For the Citizens:
 James W. Brown III
 One Propeller Place
 Piqua, Ohio 45356

Either party may change its notice address by giving notice to the other in the foregoing manner.

- c. **HOLD HARMLESS.** The parties shall mutually agree to hold each other harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from any claim or cause of action relating to this Agreement, unless the action was willful or malicious

then the prevailing party shall be indemnified for its actual loss, attorney fees and incidental expenses relating to such cause of action.

- d. **SUCCESSORS AND ASSIGNS.** The conditions, covenants and agreements in this Agreement to be kept and performed by the parties shall bind and inure to the benefits of their successors and assigns, subject, however, to the conditions herein. Any assignment of the Citizen's interest shall be duly noticed to the City of Piqua.
- e. **CAPTIONS.** The captions of this Agreement are for convenience of reference only and shall not be considered in the construction of any provisions of this Agreement.
- f. **FORUM AND LAW.** The laws of the State of Ohio and the City of Piqua shall apply to this Agreement and any action that results therefrom. Any legal action that is commenced, shall be commenced in the courts governing Miami County, Ohio.
- h. **WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of either party or any right or remedy in law or otherwise.
- i. **AUTHORITY.** The City Commission authorized the loan of Nine Hundred Sixty Thousand Dollars to the Project in a public Commission meeting where due notice was given and public comment received. Resolution No. R-25-09 was adopted by the Commission on April 6, 2009 and is attached as Exhibit A. The Commission authorized the City Manager to enter into this loan agreement in a public meeting on April 6, 2009, by adopting Resolution No. R-26-09, attached as Exhibit B.

This AGREEMENT is hereby agreed to and executed this ____ day of April, 2009 by the duly authorized agents and/or representatives of the City of Piqua and the Citizens.

City of Piqua

Citizens

By: _____
Frederick E. Enderle, City Manager

James W. Brown Jr.

Dated: _____, 2009

Dated: _____, 2009

Witness: _____

James W. Brown III

Dated: _____, 2009

Joseph W. Brown

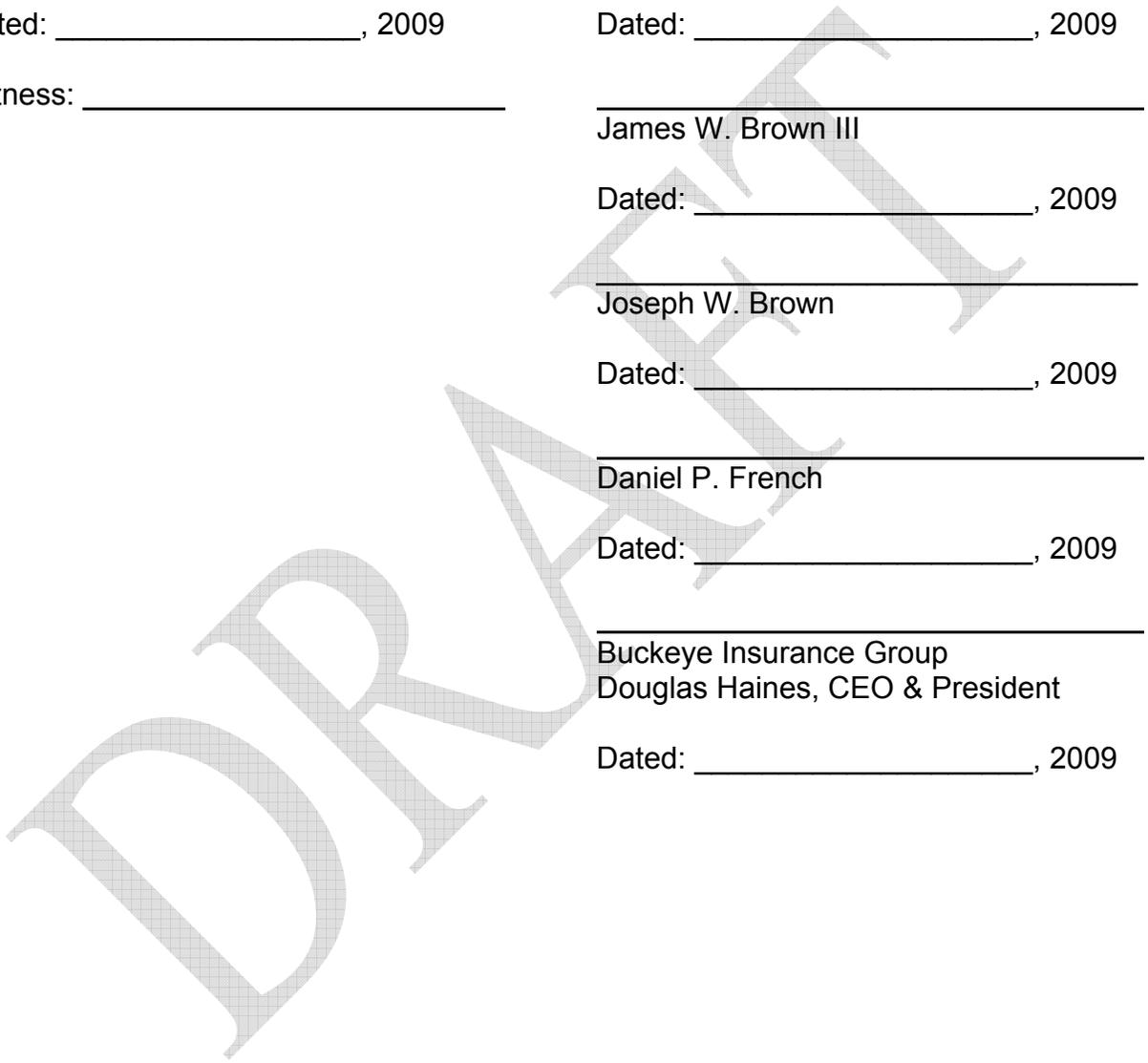
Dated: _____, 2009

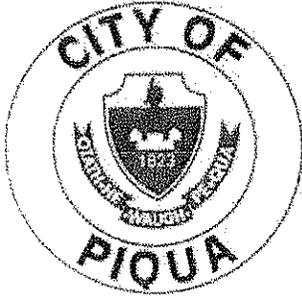
Daniel P. French

Dated: _____, 2009

Buckeye Insurance Group
Douglas Haines, CEO & President

Dated: _____, 2009





FINANCE DEPARTMENT

Cynthia A. Holtzapple - Director of Finance
201 West Water Street * Piqua, Ohio 45356
(937) 778-2065 - FAX (937) 778-1130
E-Mail: choltzapple@piquaoh.org

MEMORANDUM

TO: Frederick E. Enderle, City Manager
FROM: Cynthia Holtzapple, Finance Director
RE: Hotel Project Completion
DATE: February 24, 2009

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On February 20, 2009 in Special Session, Piqua City Commission approved moving forward with the Hotel Project Completion. This legislation will loan the \$960,000 to the Fort Piqua Redevelopment Corp. who will advance the funds to the Project. It is being structured this way to allow for the maximum future Historic and State tax credits to be returned to the City.

Memo

To: City Commission
From: Fred Enderle
Date: April 1, 2009
Re: Fort Piqua Plaza Project Financing

The purpose of this memorandum is to provide current project status and transmit information that the Commissioners have requested over the past few weeks, as well as recent documents received and/or prepared and negotiated by staff with regard to the project.

At the March 23, 2009 Commission meeting, I had informed the Commission that a communication was received from James W. Brown II indicating that he believed he could raise an additional \$210,000 from private sources to be applied to finishing the Fort Piqua Plaza. I had asked that the Commission take action on the staff's request to loan an additional \$1.0 million to the project until I had the opportunity to work with Mr. Brown on the details of his offer and to further discuss construction contract details with Tuttle Construction.

Since the March 23rd meeting, I have had a number of discussions with Mr. Brown. The Law Director has prepared a loan agreement with the private citizens Mr. Brown referenced in his March 16, 2009 letter. Resolution R-28-09: a resolution authorizing the City Manager to execute this loan agreement will be introduced Monday evening for your consideration. In discussing the matter with Mr. Brown, it is the citizens' group offer to provide the \$210,000 as a loan to the project, but subordinate to the City's loans to the project. The loan would be at the same interest rate the City would have on its portion of the borrowed funds; however, principal and interest payments would commence only after the City's loans to the project are retired and the plaza revenues are sufficient to pay back the citizens loan. In addition, if revenues are not sufficient to repay the citizens loan after twenty years the loan will be forgiven. There are three conditions to this proposal:

- 1) The project must go forward immediately as presently proposed in Alternative 1;
- 2) The \$210,000 can only be used to complete the fit up of the remaining tenant space; and,
- 3) A Super-majority (4 Commissioners) of the City Commission must approve the agreement.

In addition to the above, I, along with a representative from Buckeye Insurance Group, a representative of the above referenced citizens group, met with Clyde Rauch, President, and Michael Baxter, Project Manager of Tuttle Construction, on March 26, 2009. The purpose of the meeting was to bring them up to date on the status of the project, discuss the construction contract, project timeline relative to the citizens' group offer while addressing City Commission concerns. At that meeting, Mr. Rauch guaranteed project completion in 90 days from construction commencement for a guaranteed sum not to exceed \$760,000.

Given the above, the City Commission still has three options at their disposal, although the first alternative details have change since the March 23 Commission meeting:

- 1) Approve the City loan of an additional \$960,000 (in addition to the \$1.8 million loan authorized in Resolution No. R-106-08 in September, 2008) to the project.
- 2) Approve a loan to the project, with the final amount to be determined, only after the construction contract for the restaurant tenant space is re-bid.
- 3) Do not approve any additional loans to the project for completion of construction.

Alternative 1 would allow the project to go forward at this time with a \$960,000 loan from the City (\$750,000) and the citizens group (\$210,000). Under this scenario, construction of the restaurant tenant space can commence within a few weeks and be completed by mid to late July, depending on the actual April start date. The restaurant tenant, Toone P's of Piqua has agreed it will work with the City on an interim letter of understanding (agreement) to keep both entities whole and the banquet and conference center operating until the space is completed, the restaurant is in operation, and provisions of the original lease agreement can be restored.

Exhibit A (Ft. Piqua Plaza Banquet Facility and Tenant Space Operating Pro-forma with Toone P's) is a twenty-one year pro-forma of the operations of the banquet and conference center supported by rent revenues from leases of the two first floor tenant spaces (Winans and Toone P's), revenue sharing from food and beverage sales in the restaurant and banquet center, revenue from rental of banquet and conference center events, and miscellaneous revenues from the banquet and conference center. The pro-forma shows all expenses for the operation of the Fort Piqua Plaza fourth floor and common areas.

The debt service on the loaned funds would be \$180,725 annually. Under this pro-forma scenario, the project begins to show a positive annual profit in 2019 with profits continuing throughout the remaining years of the pro-forma.

Alternative 2 would require re-bidding the project. Under this scenario construction documents would have to be prepared for distribution to potential bidders (30 days), bidders would need to be given ample time to prepare bids and respond (90 days), bids analyzed and approved (30 days), City Commission consideration of additional loan (30 days), construction (90 days). Therefore, under this scenario construction could not be completed before the end of 2009. Although, Toone P's of Piqua has agreed that it would work with the us on an interim agreement to keep both the project and Toone P's whole until the likely January 1, 2010 restaurant opening date, the Project will suffer operating losses during this nine month delay. Gains, if any, from re-bidding the project would likely be forgone due to lost revenue from rent, food and beverage sales in the restaurant, whatever lease agreement concessions will be needed, as well as the loss of tax credit revenue from the restaurant area construction. Plus under this scenario, there would be no citizens' group contribution of \$210,000, so whatever additional amount is needed to complete the project would need to be provided entirely by the City.

Alternative 3 would close out construction on the project at the present stage of completeness as outlined on **Exhibit B (Fort Piqua Plaza Construction Completion Estimate)** utilizing the additional \$1.8 million loan authorized by the City Commission in September, 2008. This scenario would leave Toone P's tenant space uncompleted and would breach the lease with the tenant. A breach of the lease, assuming the tenant does not sue for breach, will also void the Banquet and Conference Center operating agreement. At that point the Project will be left without the cost of fitting up the restaurant tenant space, but will also be left without lease payment on the space, revenue sharing from the tenant on food and beverage sales in the restaurant and conference center, and without a center manager. Without a center manager, personnel will have to be hired or a management firm contracted to oversee the operation of the center, including booking of the rooms, coordinating with renters and caterers, and

setting up and tearing down each event. There would also be additional operation costs which are currently the responsibility of manager under the operating agreement, such as cleaning.

Exhibit C (Ft. Piqua Plaza Banquet Facility and Tenant Space Operating Pro-forma without Toone P's) is a twenty-one year pro-forma of the operations of the banquet and conference center supported by rent revenues from leases of the one first floor tenant space (Winans), revenue sharing from caterers, revenue from rental of banquet and conference events, and miscellaneous revenues from the banquet and conference center. The pro-forma shows all expenses for the operation of the Fort Piqua Plaza fourth floor and common areas, as well as the cost of employing a banquet and conference center manager and part-time operations personnel for set-up and takedown of events.

The debt service on the loaned funds would be \$38,063 annually. Under this pro-forma scenario, the project never shows an annual profit and the cumulative support needed from the City during the twenty-one year period totals \$2,928,300.

Exhibit D (Ft. Piqua Plaza Banquet Facility and Tenant Space Operating Pro-forma with other tenant) is a twenty-one year pro-forma of the operations of the banquet and conference center supported by rent only revenues from leases of the two first floor tenant spaces (Winans and other tenant at similar rent), revenue from rental of banquet and conference center events, and miscellaneous revenues from the banquet and conference center. The pro-forma shows all expenses for the operation of the Fort Piqua Plaza fourth floor and common areas, as well as the cost of employing a banquet and conference center manager and part-time operations personnel for set-up and takedown of events. This pro-forma does not include any additional build-out costs for the other tenant space.

The debt service on the loaned funds would be \$38,063 annually because it is assumed the other tenant will be responsible for the build-out. Under this pro-forma scenario, the project never shows an annual profit and the cumulative support needed from the City during the twenty-one year period totals \$2,057,041.

Recommendation:

Based on the foregoing analysis of the alternatives, it is the staff's recommendation to proceed under Alternative 1. **Exhibit E (Ft. Piqua Plaza Banquet Facility and Tenant Space)** is a summary of projected Profit/Loss and Cumulative Fund Balances 2009-2030. As indicated, **(Alternative 1, Exhibit A with Toone P's)** is the best and only opportunity to complete the project as soon as possible, at the least possible cost, with profit potential to have a successful project. Postponing or foregoing completion of the project **(Alternative 3, Exhibits C & D)**, will only throw the project into an immediate operating deficit with no profit potential, which the City will have to subsidize annually through 2030. There is a risk going forward with Alternative 1 that some element of the project might not be successful. However, under that scenario we would have a completed building, including fully outfitted tenant spaces, and stand a better chance of recovering in a shorter period of time. Without completing the project and moving forward we have no chance of success.

Additional background information provided includes:

Tuttle Proposal for Construction Services dated March 26, 2009

EXHIBIT A

Ft. Piqua Plaza Banquet Facility and Tenant Space
(Estimated projections with Toone P's)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue												
Lease Revenue	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,600	\$ 13,230	\$ 13,892	\$ 14,586	\$ 15,315	\$ 16,081	\$ 16,885
Coffee Shop (1)	\$ 12,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 25,200	\$ 26,460	\$ 27,793	\$ 29,172	\$ 30,631	\$ 32,162	\$ 33,770
Resitaurant (1)	\$ 75,000	\$ 100,000	\$ 101,500	\$ 103,023	\$ 104,568	\$ 106,136	\$ 111,443	\$ 113,115	\$ 114,812	\$ 116,534	\$ 118,282	\$ 120,056
Rental Fees (2)	\$ 12,000	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138	\$ 29,545	\$ 30,431	\$ 31,344	\$ 32,284	\$ 33,253	\$ 34,250
Tenant Rev.Sharing (3)	\$ 8,240	\$ 13,891	\$ 14,586	\$ 15,315	\$ 16,081	\$ 16,885	\$ 17,729	\$ 18,615	\$ 19,546	\$ 20,523	\$ 21,550	\$ 22,627
Operating Reimbursements (3)	\$ 113,240	\$ 174,891	\$ 177,838	\$ 180,860	\$ 183,967	\$ 189,959	\$ 198,407	\$ 203,836	\$ 209,460	\$ 215,287	\$ 221,327	\$ 227,589
Total Revenue	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982
Expenses												
Rent (4)	\$ 13,475	\$ 13,879	\$ 14,296	\$ 14,724	\$ 15,166	\$ 15,621	\$ 16,090	\$ 16,573	\$ 17,070	\$ 17,582	\$ 18,109	\$ 18,653
Administration (5)	\$ 19,585	\$ 20,173	\$ 20,778	\$ 21,401	\$ 22,043	\$ 22,704	\$ 23,386	\$ 24,087	\$ 24,810	\$ 25,554	\$ 26,321	\$ 27,110
Maintenance (5)	\$ 34,620	\$ 36,351	\$ 38,169	\$ 40,077	\$ 42,081	\$ 44,185	\$ 46,394	\$ 48,714	\$ 51,150	\$ 53,707	\$ 56,392	\$ 59,212
Utilities (6)	\$ 187,662	\$ 190,385	\$ 193,224	\$ 196,185	\$ 199,272	\$ 202,492	\$ 205,869	\$ 209,373	\$ 213,029	\$ 216,843	\$ 220,822	\$ 224,975
Total Operating Expenses	\$ (74,422)	\$ (15,494)	\$ (15,388)	\$ (15,325)	\$ (15,306)	\$ (13,634)	\$ 112,537	\$ 114,462	\$ 116,431	\$ 118,445	\$ 120,505	\$ 122,614
Operating Profit/(Loss)	\$ 90,362	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725	\$ 180,725
Debt Service	\$ (164,784)	\$ (196,219)	\$ (196,113)	\$ (196,050)	\$ (196,031)	\$ (194,259)	\$ (68,188)	\$ (66,263)	\$ (64,294)	\$ (62,280)	\$ 30,143	\$ 122,614
Profit/(Loss)	\$ (164,784)	\$ (361,003)	\$ (557,116)	\$ (753,166)	\$ (949,196)	\$ (1,143,455)	\$ (1,211,643)	\$ (1,277,906)	\$ (1,342,200)	\$ (1,404,481)	\$ (1,374,337)	\$ (1,251,723)
Ending Fund Balance												

- (1) - Lease revenue increases 5% per year after year 5
- (2) - Increases 1.5% per year after year 2
- (3) - Increases 3% per year after year 2
- (4) - Rent ceases after year 6 due to end of new market tax credit period
- (5) - Increases 3% per year
- (6) - Increases at 5% per year

Est. Debt Service @ 6% Term - 10 yrs.	Loan	Annual Payment
Winans	\$ 280,150	\$ 38,063
Toone P's	1,050,000	142,662
	<u>\$1,330,150</u>	<u>\$ 180,725</u>

Cost
Toone P's
1,260,000
Less: Citizens' loan
210,000
<u>Amount for Debt Service</u>
<u>1,050,000</u>

Ft. Piqua Plaza Banquet Facility and Tenant Space
(Estimated projections with Toone P's)

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenue										
Lease Revenue	\$ 17,729	\$ 18,616	\$ 19,547	\$ 20,524	\$ 21,550	\$ 22,628	\$ 23,759	\$ 24,947	\$ 26,194	\$ 27,504
Coffee Shop (1)	\$ 35,459	\$ 37,232	\$ 39,093	\$ 41,048	\$ 43,101	\$ 45,256	\$ 47,518	\$ 49,894	\$ 52,389	\$ 55,008
Restaurant (1)	\$ 121,857	\$ 123,685	\$ 125,540	\$ 127,423	\$ 129,334	\$ 131,274	\$ 133,243	\$ 135,242	\$ 137,271	\$ 139,330
Rental Fees (2)	\$ 35,278	\$ 36,336	\$ 37,426	\$ 38,549	\$ 39,705	\$ 40,897	\$ 42,124	\$ 43,387	\$ 44,689	\$ 46,030
Tenant Rev.Sharing (3)	\$ 23,758	\$ 24,946	\$ 26,194	\$ 27,503	\$ 28,878	\$ 30,322	\$ 31,858	\$ 33,430	\$ 35,102	\$ 36,857
Operating Reimbursements (3)	\$ 234,081	\$ 240,815	\$ 247,800	\$ 255,047	\$ 262,569	\$ 270,377	\$ 278,483	\$ 286,901	\$ 295,645	\$ 304,729
Total Revenue	\$ 19,212	\$ 19,788	\$ 20,382	\$ 20,994	\$ 21,623	\$ 22,272	\$ 22,940	\$ 23,628	\$ 24,337	\$ 25,067
Expenses										
Rent (4)	\$ 27,924	\$ 28,761	\$ 29,624	\$ 30,513	\$ 31,428	\$ 32,371	\$ 33,342	\$ 34,342	\$ 35,373	\$ 36,434
Administration (5)	\$ 62,173	\$ 65,281	\$ 68,545	\$ 71,972	\$ 75,571	\$ 79,350	\$ 83,317	\$ 87,483	\$ 91,857	\$ 96,450
Utilities (6)	\$ 109,308	\$ 113,831	\$ 118,551	\$ 123,479	\$ 128,623	\$ 133,993	\$ 139,600	\$ 145,454	\$ 151,567	\$ 157,951
Total Operating Expenses	\$ 124,773	\$ 126,984	\$ 129,248	\$ 131,569	\$ 133,946	\$ 136,384	\$ 138,883	\$ 141,447	\$ 144,078	\$ 146,778
Operating Profit/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit/(Loss)	\$ 124,773	\$ 126,984	\$ 129,248	\$ 131,569	\$ 133,946	\$ 136,384	\$ 138,883	\$ 141,447	\$ 144,078	\$ 146,778
Ending Fund Balance	\$ (1,126,950)	\$ (999,966)	\$ (870,718)	\$ (739,149)	\$ (605,203)	\$ (468,819)	\$ (329,936)	\$ (188,489)	\$ (44,411)	\$ 102,367

Fort Piqua Plaza Construction Completion Estimate

Authorized to Complete Project Res. 106-08	\$ 1,800,000
Project Needed June-08	(799,187)
Project Needed Feb-09	<u>(420,237)</u>
Balance of Authorized \$1.8 M before buildouts	\$ 580,576
Less Winans	(280,150)
Less Wiggins to Date	
Architect	(69,500)
Duct Shaft	(17,686)
Loss of Potential State Tax Credits	<u>(150,000)</u>
Remaining Balance	<u><u>\$ 63,240</u></u>

EXHIBIT C
Ft. Piqua Plaza Banquet Facility and Tenant Space
 (Estimated projections without Toone P's)

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenue										
Lease Revenue	\$ 17,729	\$ 18,616	\$ 19,547	\$ 20,524	\$ 21,550	\$ 22,628	\$ 23,759	\$ 24,947	\$ 26,194	\$ 27,504
Coffee Shop (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restaurant (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Fees (2)	\$ 121,857	\$ 123,685	\$ 125,540	\$ 127,423	\$ 129,334	\$ 131,274	\$ 133,243	\$ 135,242	\$ 137,271	\$ 139,330
Tenant Rev.Sharing (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Reimbursements (3)	\$ 4,649	\$ 4,882	\$ 5,126	\$ 5,382	\$ 5,651	\$ 5,934	\$ 6,231	\$ 6,542	\$ 6,869	\$ 7,213
Total Revenue	\$ 144,236	\$ 147,183	\$ 150,213	\$ 153,329	\$ 156,536	\$ 159,836	\$ 163,233	\$ 166,732	\$ 170,335	\$ 174,047
Operating Expenses										
Rent (4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration (6)	\$ 19,212	\$ 19,788	\$ 20,382	\$ 20,994	\$ 21,623	\$ 22,272	\$ 22,940	\$ 23,628	\$ 24,337	\$ 25,067
Banquet Center Staffing (5)	\$ 121,190	\$ 124,825	\$ 128,570	\$ 132,427	\$ 136,400	\$ 140,492	\$ 144,707	\$ 149,048	\$ 153,519	\$ 158,125
Maintenance (5)	\$ 27,924	\$ 28,761	\$ 29,624	\$ 30,513	\$ 31,428	\$ 32,371	\$ 33,342	\$ 34,342	\$ 35,373	\$ 36,434
Utilities (6)	\$ 62,173	\$ 65,281	\$ 68,545	\$ 71,972	\$ 75,571	\$ 79,350	\$ 83,317	\$ 87,483	\$ 91,857	\$ 96,450
Total Operating Expenses	\$ 230,498	\$ 238,656	\$ 247,122	\$ 255,906	\$ 265,023	\$ 274,485	\$ 284,306	\$ 294,502	\$ 305,087	\$ 316,076
Operating Profit/(Loss)	\$ (86,262)	\$ (91,474)	\$ (96,909)	\$ (102,577)	\$ (108,487)	\$ (114,649)	\$ (121,073)	\$ (127,770)	\$ (134,752)	\$ (142,029)
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit/(Loss)	\$ (86,262)	\$ (91,474)	\$ (96,909)	\$ (102,577)	\$ (108,487)	\$ (114,649)	\$ (121,073)	\$ (127,770)	\$ (134,752)	\$ (142,029)
Ending Fund Balance	\$ (1,888,581)	\$ (1,980,054)	\$ (2,076,963)	\$ (2,179,540)	\$ (2,288,027)	\$ (2,402,675)	\$ (2,523,748)	\$ (2,651,519)	\$ (2,786,271)	\$ (2,928,300)

Ft. Piqua Plaza Banque ility and Tenant Space
(Estimated projections with alternative tenant beginning 2011)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue												
Lease Revenue	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,600	\$ 13,230	\$ 13,892	\$ 14,586	\$ 15,315	\$ 16,081	\$ 16,885
Coffee Shop (1)												
Tenant Space (1)	\$ -	\$ -	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800	\$ 24,990	\$ 26,240	\$ 27,551	\$ 28,929	\$ 30,376
Rental Fees (2)	\$ 75,000	\$ 100,000	\$ 101,500	\$ 103,023	\$ 104,568	\$ 106,136	\$ 111,443	\$ 113,115	\$ 114,812	\$ 116,534	\$ 118,282	\$ 120,056
Tenant Rev. Sharing (3)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Reimbursements (3)	\$ 2,589	\$ 2,718	\$ 9,296	\$ 9,761	\$ 10,249	\$ 10,762	\$ 11,300	\$ 11,865	\$ 12,458	\$ 13,081	\$ 13,735	\$ 14,422
Total Revenue	\$ 83,589	\$ 114,718	\$ 146,596	\$ 148,584	\$ 150,617	\$ 153,298	\$ 159,773	\$ 163,861	\$ 168,095	\$ 172,481	\$ 177,027	\$ 181,738
Operating Expenses												
Rent (4)	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ 119,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration (5)	\$ 13,475	\$ 13,879	\$ 14,296	\$ 14,724	\$ 15,166	\$ 15,621	\$ 16,090	\$ 16,573	\$ 17,070	\$ 17,582	\$ 18,109	\$ 18,653
Banquet Center Staffing (5)	\$ 42,500	\$ 87,550	\$ 90,177	\$ 92,882	\$ 95,668	\$ 98,538	\$ 101,494	\$ 104,539	\$ 107,675	\$ 110,906	\$ 114,233	\$ 117,660
Maintenance (5)	\$ 19,585	\$ 20,173	\$ 20,778	\$ 21,401	\$ 22,043	\$ 22,704	\$ 23,386	\$ 24,087	\$ 24,810	\$ 25,554	\$ 26,321	\$ 27,110
Utilities (6)	\$ 34,620	\$ 36,351	\$ 38,169	\$ 40,077	\$ 42,081	\$ 44,185	\$ 46,394	\$ 48,714	\$ 51,150	\$ 53,707	\$ 56,392	\$ 59,212
Total Operating Expenses	\$ 230,162	\$ 277,935	\$ 283,400	\$ 289,066	\$ 294,940	\$ 301,031	\$ 187,364	\$ 193,913	\$ 200,704	\$ 207,749	\$ 215,055	\$ 222,635
Operating Profit/(Loss)	\$ (146,573)	\$ (163,216)	\$ (136,804)	\$ (140,483)	\$ (144,323)	\$ (147,733)	\$ (27,591)	\$ (30,052)	\$ (32,609)	\$ (35,267)	\$ (38,028)	\$ (40,896)
Debt Service	\$ 19,032	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 38,063	\$ 19,032
Profit/(Loss)	\$ (165,605)	\$ (201,279)	\$ (174,867)	\$ (178,546)	\$ (182,386)	\$ (185,796)	\$ (65,654)	\$ (68,115)	\$ (70,672)	\$ (73,330)	\$ (57,060)	\$ (40,896)
Ending Fund Balance	\$ (165,605)	\$ (366,884)	\$ (541,751)	\$ (720,297)	\$ (902,663)	\$ (1,088,479)	\$ (1,154,133)	\$ (1,222,248)	\$ (1,292,920)	\$ (1,366,250)	\$ (1,423,310)	\$ (1,464,206)

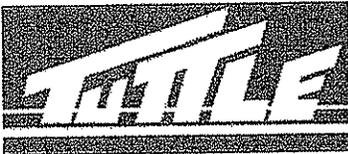
Debt Service @ 6%	Loan	Annual	Payment
Term - 10 yrs.			
Winans	\$ 280,150	\$ 38,063	\$ 38,063

(1) - Lease revenue increases 5% per year after year 5
(2) - Increases 1.5% per year after year 2
(3) - Increases 3% per year after year 2
(4) - Rent ceases after year 6 due to end of new market tax credit period
(5) - Increases 3% per year
(6) - Increases 5% per year

Ft. Piqua Plaza Banque, Utility and Tenant Space
(Estimated projections with alternative tenant beginning 2011)

EXI D

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenue										
Lease Revenue	\$ 17,729	\$ 18,616	\$ 19,547	\$ 20,524	\$ 21,550	\$ 22,628	\$ 23,759	\$ 24,947	\$ 26,194	\$ 27,504
Coffee Shop (1)	\$ 31,894	\$ 33,489	\$ 35,163	\$ 36,922	\$ 38,768	\$ 40,706	\$ 42,741	\$ 44,878	\$ 47,122	\$ 49,478
Tenant Space (1)	\$ 121,857	\$ 123,685	\$ 125,540	\$ 127,423	\$ 129,334	\$ 131,274	\$ 133,243	\$ 135,242	\$ 137,271	\$ 139,330
Rental Fees (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Rev. Sharing (3)	\$ 15,143	\$ 15,900	\$ 16,695	\$ 17,530	\$ 18,406	\$ 19,326	\$ 20,293	\$ 21,307	\$ 22,373	\$ 23,491
Operating Reimbursements (3)	\$ 186,623	\$ 191,690	\$ 196,945	\$ 202,398	\$ 208,059	\$ 213,935	\$ 220,037	\$ 226,375	\$ 232,960	\$ 239,804
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses										
Rent (4)	\$ 19,212	\$ 19,788	\$ 20,382	\$ 20,994	\$ 21,623	\$ 22,272	\$ 22,940	\$ 23,628	\$ 24,337	\$ 25,067
Administration (5)	\$ 121,190	\$ 124,825	\$ 128,570	\$ 132,427	\$ 136,400	\$ 140,492	\$ 144,707	\$ 149,048	\$ 153,519	\$ 158,125
Banquet Center Staffing (5)	\$ 27,924	\$ 28,761	\$ 29,624	\$ 30,513	\$ 31,428	\$ 32,371	\$ 33,342	\$ 34,342	\$ 35,373	\$ 36,434
Maintenance (5)	\$ 62,173	\$ 65,281	\$ 68,545	\$ 71,972	\$ 75,571	\$ 79,350	\$ 83,317	\$ 87,483	\$ 91,857	\$ 96,450
Utilities (6)	\$ 230,498	\$ 238,656	\$ 247,122	\$ 255,908	\$ 265,023	\$ 274,485	\$ 284,306	\$ 294,502	\$ 305,087	\$ 316,076
Total Operating Expenses	\$ (43,875)	\$ (46,967)	\$ (50,177)	\$ (53,508)	\$ (56,964)	\$ (60,550)	\$ (64,270)	\$ (68,127)	\$ (72,126)	\$ (76,272)
Operating Profit/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit/(Loss)	\$ (43,875)	\$ (46,967)	\$ (50,177)	\$ (53,508)	\$ (56,964)	\$ (60,550)	\$ (64,270)	\$ (68,127)	\$ (72,126)	\$ (76,272)
Ending Fund Balance	\$ (1,508,081)	\$ (1,555,048)	\$ (1,605,224)	\$ (1,658,732)	\$ (1,715,696)	\$ (1,776,246)	\$ (1,840,516)	\$ (1,908,643)	\$ (1,980,769)	\$ (2,057,041)



"BUILDING ON QUALITY"

Homepage: www.tuttlenet.com

E-mail: tuttle@tuttlenet.com

Phone: 419.228.6262

Fax: 419.229.7414

CONSTRUCTION, INC.

■ 880 Shawnee Road ■

P.O. Box 1153

■ Lima, Ohio 45802-1153

March 26, 2009

Mr. Greg Snyder
Jeff Wray Architects
204 S. Ludlow Street
Dayton, Ohio 45402

**RE: Proposal for Construction Services
Toone P's at the Plaza – Piqua, Ohio**

Dear Mr. Snyder:

Tuttle Construction, Inc. would like to thank you for the opportunity to provide you with a proposal for the new Toone P's Restaurant in Piqua, Ohio. Our proposal is based on the original bid package dated December 1, 2008 and our subsequent correspondence. We guarantee to complete this project for a sum **Not to Exceed \$760,000.00**. We clarify our proposal as follows:

Clarifications:

- All civil, architectural, structural, mechanical and electrical work is included.
- Site Supervision has been included.
- Building permit is by owner.
- Purchase and install of food service equipment, including exhaust ventilation, is by others.
- Original marble will be re-installed as possible on new West dining elevation.
- Outdoor seating area is not included.
- Plumbing will be designed to meet or exceed local codes.
- Mechanical will be designed to meet or exceed local codes.

Scheduling:

- We will complete this project in 90 days from the start of construction.

Again thank you for the opportunity to submit a proposal on this project. Please call if you have any questions or comments, or wish to discuss the proposal in more detail.

Sincerely,

TUTTLE CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "Michael C. Baxter", is written over a light-colored, textured background.

Michael C. Baxter
Project Manager

RESOLUTION NO. R-29-09

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF ANDRE H. BURNER, JR.
AS A CITY EMPLOYEE**

WHEREAS, Andre H. Burner, Jr. has retired as Deputy Assistant City Manager in the Administration Department; and

WHEREAS, his retirement follows over 31 years of faithful and dedicated service to the City and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, all members elected thereto concurring, that:

SEC. 1: In recognition and appreciation of the service of Andre H. Burner, Jr. as Deputy Assistant City Manager, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-30-09

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED AT 533-535 W. HIGH STREET,
PIQUA, MIAMI COUNTY, OHIO**

WHEREAS, the City of Piqua desires to purchase 533-535 W. High Street, Piqua, Miami County, Ohio, for the redevelopment land bank program; and

WHEREAS, the High Street property is located within an identified redevelopment area where CDBG funding has been approved for acquisition; and

WHEREAS, the property was the subject of foreclosure, was acquired by the Piqua Improvement Corporation and is being purchased for the land value.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The purchase of the property located at 533-535 W. High Street, Piqua, Miami County, Ohio is hereby approved for the purchase price of \$1.00 from the 2008 CDBG acquisition/demolition program and funding;

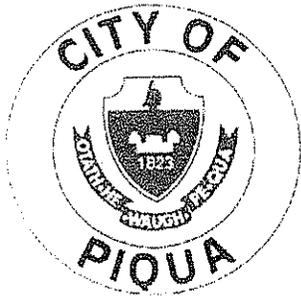
SEC. 2: The Finance Director is hereby authorized to draw her warrant on the appropriate account of the City treasury in payment according to this resolution;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



LAW DEPARTMENT

Stacy M. Wall – Law Director
201 West Water Street * Piqua, Ohio 45356
(937) 778-2042 - FAX (937) 778-2043
E-Mail: swall@piquaoh.org

To: City Commission

Copy: Frederick Enderle, City Manager

From: Stacy M. Wall, Law Director *SMW*

Date: April 3, 2009

Re: Purchase of 533 – 535 W. High Ave.

The Piqua Improvement Corporation purchased four properties, including 533-535 W. High Ave., from Unity Bank. Unity Bank had foreclosed on all four properties and sold the four properties in one contract to the Piqua Improvement Corporation. Three of the properties were approved for sale to the City at the City's request because CDBG funds are available to demolish all of the properties.

It is requested that the City approve the purchase of 533-535 W. High Ave. This area has been the subject of a targeted effort for improvement. The City has also been contacted by the neighboring property owner expressing concern over the condition of the property and the effect it has on the neighborhood. The property is in poor condition on a small lot and the City would plan on demolishing the structure with the CDBG funds. The property was purchased by PIC for \$1.00 and would be sold to the City for the same.

Thank you.

RESOLUTION NO. R-31-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER
OR DESIGNEE TO SEEK FUNDING ON BEHALF OF
THE CITY OF PIQUA FOR LAND ACQUISITION, WELL
FIELD EXPLORATION AND DRILLING, AS WELL AS
FOR PLANNING, DESIGN AND CONSTRUCTION OF
THE CITY OF PIQUA'S WATER FACILITY**

WHEREAS, the City of Piqua seeks to acquire land, explore and drill a well field, as well as build a new Water facility; and

WHEREAS, the City of Piqua of City intends to apply for funding not limited to grants and loans for the land acquisition, well field exploration and drilling as well as for planning, design and construction of the water facility; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: That the City Manager be and is hereby authorized to apply for to be determined grants and/or loans for the land acquisition, well field exploration and drilling as well as for planning, design and construction of the water facility on behalf of the City of Piqua, Ohio.

SEC. 2: That the dedicated source of repayment will be from the Water System funds.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-32-09

**A RESOLUTION REQUESTING AUTHORIZATION
TO ISSUE A PURCHASE ORDER TO ADVANCED
CONTROL SYSTEMS FOR; SCADA (SUPERVISORY
CONTROL AND DATA ACQUISITION) SYSTEM
HARDWARE & SOFTWARE UPGRADES, AND
INTEGRATION SERVICES AT THE POWER SYSTEM**

WHEREAS, the present operations of the City require upgrading the SCADA System at the Power System; and

WHEREAS, Advanced Control Systems has been our SCADA system Integrators since 1988; and

WHEREAS, the City desires installation of hardware and software upgrades, along with Integration Services for this project.

WHEREAS, Advanced Control Systems is qualified and capable of providing said services efficiently and competently;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A contract for said services is hereby authorized and approved and payment not exceeding \$41,000.00 is hereby authorized and approved for said services.

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to this Resolution.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

MEMORANDUM

DATE: March 4, 2009

TO: Piqua Energy Board Members
Fred Enderle, City Manager
William Sommer, Power System Director

SUBJECT: SCADA Upgrade

The Supervisory Control and Data Acquisition (SCADA) System is used to provide Power System personnel with remote control and monitoring of our substations. The Power System purchased their first SCADA master station and Remote Terminal Units (RTUs) from Advanced Control Systems (ACS) in 1988. The master station was subsequently upgraded in 1996 and 2001. The RTUs were upgraded in 2007 to facilitate modern communications with intelligent devices in the field. The master station hardware and software is now several generations old and due to be upgraded. The upgraded master station will utilize non-propriety hardware and thus can be cost-effectively maintained with off-the-shelf components.

ACS, an EFACEC company, is located in Norcross, GA and is a leading provider of smart grid solutions to the electric power industry. ACS specializes in the municipal utility market. Beginning in 1975, ACS has created a record of industry firsts that has often led the evolution of energy distribution and management. ACS has delivered over 500 SCADA systems and 9,000 RTUs to 400 customers. The Power System has developed an excellent working relationship with ACS over the last 21 years. We have relied on ACS staff to help us trouble-shoot issues which arise with our SCADA system and they have always delivered in a timely manner. Downtime is unacceptable for an electric utility's SCADA system and thus our relationship with ACS is not only proven but invaluable.

The Power System requests authorization to purchase SCADA system hardware and software upgrades and integration services from Advanced Control Systems at a not to exceed cost of \$41,000.00. \$55,000.00 has been included in the 2009 Power System budget to cover this expenditure.

Bret A. Reid
Associate Engineer



ADVANCED CONTROL SYSTEMS®

2755 Northwoods Parkway
Norcross, Georgia 30071
Tel.: (770) 446-8854
Fax: (770) 448-0957

Quotation

To: Piqua Municipal Power System
Attn: Bret Reid
E-mail: breid@piquaoh.org

Date: March 3, 2009		ACS Quote No.: Q09-10053-XFJB		
F.O.B. (X) Norcross		Terms: Due upon receipt of invoice		Ship Via: Best Way
Customer Requested Date _____			Sales Tax %: <u>Not Included</u>	
ACS Estimated Shipping Date <u>3 months ARO</u>			Shipping Charges: <u>Invoice at Cost</u> <u>Minimum \$20</u>	
Item	Qty	Description	Unit Price	Total
Linux PRISM Certified System Upgrade				
ACS proposes the following software and hardware upgrades to Piqua Municipal Power System's PRISM system to enhance its current capabilities and further enable Piqua Municipal to serve its customers with a reliable, efficient and state of the art system. This certified system upgrade will replace the existing workstation/server with a new HP xw4600 workstation or xw6600 running PRISM 9 on Linux. The SCADA workstation/server will be provided by Piqua Municipal shipped to ACS site for system integration, and testing before installation at the Piqua site. A new system restore/backup bundle will be included to safeguard the SCADA system The network will be upgraded with one new ProCurve 1800-8G network switch w/(8) 10/100/1000 ports. A new PCI will be provided with ACS 7000 protocol to replace the existing FEP				
1	1	PRISM Communications Interface PRISM Communication Interface (PCI) processor: • 19" Rack-mount card file • One (1) Power Supply • One (1) Host Processor Module • One (1) Gateway Module capable of processing one hundred (100) serial devices • One (1) Gateway Interface Module configured with four (4) RS-232 ports for communication with field devices • Communication protocol will be serial ACS 7000		
2	1 Lot	Miscellaneous Network Hardware ProCurve 1800-8G 10/100/1000 network switch PRISM Linux Restore/Backup Bundle with two (2) 500GB hard drives, enclosures kits, and Imaging software Cables and miscellaneous hardware for system integration		
3	Lot	ACS Software Licenses As a current Full Subscription Support Customer, Piqua Municipal will receive an upgrade to the latest revision of ACS software (revision 9 for Linux) at no charge.	No Charge for Full Support Customers	

FORM ID: 4.3-002-004

ORIG. DATE: Nov. 1976

REVISION: 4

DATE: August 4, 2000

ROUTING: Customer Project Proposal/Quote File

FILE RETENTION: Minimum of 12 months from date of quotation if not awarded; transferred to project job file when awarded.



ADVANCED CONTROL SYSTEMS®

2755 Northwoods Parkway
Norcross, Georgia 30071
Tel.: (770) 446-8854
Fax: (770) 448-0957

Quotation

Page 3 of 4

Piqua Municipal Power System
March 3, 2009

ACS Quote No.: Q09-10053-XFJB

Item	Qty	Description	Unit Price	Total
	Lot	Additional Services: Customer will receive 24x7 HelpDesk Phone support for seven (7) consecutive days upon completion of installation. Customer will receive follow-up from ACS Quality Assurance and Customer Service to verify that the upgraded system continues to function properly.		
Certified Upgrade of PRISM System Sub-Total			\$28,050	
5	4 Days	On-Site Engineering Services ACS estimates four (8) eight-hour days, including travel time will be required to install and test the SCADA Master system and PRISM software for both sites. Customer will be billed for actual time spent on-site, including travel time, plus all travel and living expenses at cost.	\$195/Hour Plus Expenses	\$6,240 Plus Expenses
Total for System Upgrade to Linux			\$34,290 Plus Expenses	
6	1 Lot	Optional PCI Gateway Module (spares) • One (1) 070261 Gateway Module • One (1) 070260 Gateway Interface Module Communication protocol will be serial ACS 7000.	\$1,369	As Required

Piqua Municipal Power System
 March 3, 2009

ACS Quote No.: Q09-10053-XFJB

Item	Qty	Description	Unit Price	Total
Payment Schedule				
20%		Due at contract start		
70%		Due at delivery of equipment		
10%		Due at customer acceptance of system, or 90 days after delivery of equipment		
ACS on-site engineering services will be due in full upon completion of on-site trip.				
Warranty				
<p>ACS warrants its produced products, software and services to be free from defects in materials and workmanship for a period of 15 months from the date of shipment. Third party warranties are passed directly to the customer without modifications. ACS' warranty is in lieu of all other warranties expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is based on ACS relying on the accuracy of the information and documentation, provided by the Purchaser, required for the selection of equipment suitable to meet the requirements specified. The liability of ACS arising from the supply or use of the equipment, whether it arises under warranty or otherwise, shall be limited solely to correcting the defects or providing replacement parts to the Purchaser for the period of the warranty. In no event shall ACS be liable for special, incidental, consequential or like damages, such as, but not limited to, damage to or loss of other property or equipment, loss of profits or revenue, or claims of customers of Purchaser for service interruptions.</p>				

All purchase orders resulting from this quotation should be mailed to the attention of Contract Administration at the above address. Please include Billing and Shipping information for the order. This quotation is valid for ninety (90) days and contains proprietary information.

By: Angela Morgan Title: Applications Engineer

RESOLUTION NO. R-33-09

**A RESOLUTION APPOINTING A CHARTER REVIEW
COMMITTEE**

WHEREAS, Piqua Charter Section 135 requires that a Charter Review Committee be appointed every ten years (beginning in 1979) for the purpose of reviewing and/or recommending amendments to the City Charter.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The following persons are hereby appointed to the Charter Review Committee:

Ward 1	Frank Barhorst	220 South Wayne Street
Ward 2	Benjamin E. Hiser	1607 Margene Drive
Ward 3	Joe Wilson	211 W. Greene Street
Ward 4	James Garrity	1112 Park Avenue
Ward 5	Frank Patrizio	1198 N. Sunset Drive

SEC. 2: The members of said Charter Review Committee shall perform the duties provided by Section 135 of the Piqua Charter and they shall serve for a term beginning in April of 2009 and ending in August of 2009.

SEC. 3: Following presentation and discussion of the final report of the Committee to the City Commission, this Committee shall be discharged;

SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION