

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, APRIL 3, 2012
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the March 20, 2012 Regular Piqua City Commission

NEW BUSINESS

2. ORD. NO. 9-12 (1st Reading)
An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua
3. RES. NO. R-72-12
A Resolution awarding a contract for the lease of a Pitney Bowes Mail Stream Postage Machine for the City of Piqua
4. RES. NO. R-73-12
A Resolution requesting authorization to enter into an agreement with Alpha Boats Unlimited for the purchase of an aquatic weed harvester
5. RES. NO. R-74-12
A Resolution awarding a contract for the collection of recyclable materials in the City
6. RES. NO. R-75-12
A Resolution authorizing a three year lease with the Piqua Youth Soccer Association (PYSA)
7. RES. NO. R-76-12
A Resolution authorizing a three year lease with the Piqua Youth Football Association

PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

CITY MANAGER'S REPORT

- a. Economic Development Update
- b. Department Update – Piqua Fire Department - Chief Mike Rindler

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday March 20, 2012
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 Fess called the meeting to order. Also present were Commissioners Vogt, Martin, Terry, and Wilson. Absent: None.

Mayor Fess asked for a motion to amend the Agenda to remove items #3, #4 and, #5 from the agenda, Resolution No.R-62-12, Resolution No.R-63-12, and Resolution No. R-64-12.

City Manager Gary Huff gave a brief explanation on the removal of Resolution No. R-62-12, Resolution No. R-63-12, and Resolution No. R-64-12. City Manager Huff stated it was brought to his attention the way the Ohio Revised Code reads once an application is filed the City has thirty days to act on the application. Unfortunately by the time the city received some of the applications the time limit was very close. The city practice is to set a Public Hearing at one Commission Meeting for the Public Hearing of the application to be held at the next Commission meeting. Then the hearing is held and the application is passed if no opposition is noted. This is causing some problem with the timing of receiving the applications and placing them on two different Commission Meetings. If the applications are not approved within the thirty-day time frame they are automatically approved. Resolution No. R-63-12, and Resolution No. R-64-12 are already passed the thirty days and approved automatically. Resolution No. R-62-12 was received In March, and if a Public Hearing were to be set at the current meeting to be held at the next Commission Meeting of April 3, 2012 it would also be passed the thirty days and be automatically approved, thus the reason for removing these items from the agenda at this time, stated City Manager Huff.

City Manager Huff explained the process the City would follow in the future with the applications, further stating the agricultural applications are only renewed and approved every five (5) years.

Mayor Fess stated two of the applications have already been automatically approved and the third will be automatically approved. This is a housekeeping matter that has been overlooked in the past, and the City Manager has put steps in place to get the applications approved in a timely manner by eliminating the first step.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to remove Items #3, #4 and #5, Resolutions No. R-62-12, Resolution R-63-12, and Resolution No. R-64-12 from the agenda. Roll call, Aye: Martin, Terry, Fess, Wilson, and Vogt. Nay: None.

City Manager Huff stated all three of the Resolutions are automatically approved, and no action was taken by the City Commission at this time.

Presentation – Ms. Linda Masonbrink-Ohio EPA Division of Drinking and Ground Water

Ms. Masonbrink read the Certificate of Presentation awarded to the City of Piqua, and presented it to Water System Superintendent Don Freisthler, Mayor Fess, and Utilities Director Dave Burtner. Ms. Masonbrink stated this is the third endorsable drinking water source protection plan to date that addresses potential pollutants that can threaten the city's drinking water. The City of Piqua is both an example and an inspiration to other communities.

Don Freisthler stated the Certificate of Presentation does not belong to just the Water Department it belongs to the whole community and could only be achieved by the entire communities involvement, along with a number of different groups. Mr. Freisthler thanked the City Commission for their support and for helping accomplish this to continue to protect our water in the future.

Mayor Fess congratulated the Water Department staff and acknowledged members of the Middle Great Miami River Watershed Alliance for their continued endeavors concerning the area's drinking water. Those members in attendance included Jeff Lange, Scott Phillips, and Randy Kirchner.

REGULAR CITY COMMISSION MEETING

Approval of the minutes from the March 6, 2012 Regular Piqua City Commission Meeting, and the March 8, 2012 Work Session. Moved by Commissioner Martin, seconded by Commissioner Vogt that the minutes of the Regular Piqua City Commission Meeting of March 6, 2012, and the March 8, 2012 Work Session be approved. Voice vote, Aye: Fess, Wilson, Martin, Terry, and Vogt. Nay: None. Motion carried unanimously.

New Business

ORD. NO. 8-12-Amended (1st Reading)

An Ordinance amending Section 154.098 and 154.100 of the Piqua Code of ordinances to modify permit, general and display period adjustments for temporary; attached and detached sign types

City Planner Chris Schmiesing explained. The amendment will modify the Zoning Code sign standards. The proposed permit requirement will provide a record of the start date for display period duration and frequency for tacking purposes, the general requirements modifications will relax the attached banner sign height limitation, the elimination of the detached standards will eliminate confusion concerning which standards are applicable, the adjustment to the display period limits will give businesses greater flexibility in how they use the temporary commercial sign display allowance, and an extended display period will be used during the current street closures on E. Ash Street.

This material was presented to the Planning Commission and they recommended their approval of the changes to Code Sections 155.098 and 154.100 at their March 13th meeting, stated Mr. Schmiesing.

Commissioner Vogt voiced his opinion concerning the City not helping the businesses with signage during the closing of E. Ash Street.

City Manager Huff explained the City has put together an Alternate Business Access Program stating temporary signage has been established. The businesses that are affected by the closure were notified and if they wanted to be included they either sent their company logo or just their company name in to be put on the temporary signage directing customers to their businesses. The change in the Zoning Code allows for signage to be up longer than 90 days since the construction will take approximately seven months to complete.

Commissioner Wilson asked if there would be signs at all of the intersections directing customers to the locations of each of the businesses in the construction area. City Manager Huff stated there would be signage at the intersections directing customers to the businesses affected by the closure.

Public Comment

No one came forward to speak for or against Ordinance No. 8-12.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that the rule requiring Ordinance No. 8-12 to be read fully and distinctly on three separate days be suspended. Roll call: Aye: Vogt, Wilson, Martin, Terry, and Fess. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to adopt Ordinance No. 8-12. Roll call, Aye: Wilson, Martin, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess declared Ordinance No. 8-12 adopted.

RESOLUTIONS NO. R-62-12, R-63-12, and R-64-12 have been removed from the agenda by the Commissioners; no action was taken on these items as previously stated by City Manager Huff.

RES. NO. R-65-12

A Resolution approving the Fiscal Year 2012 Community Housing Improvement Program application and authorizing the City Manager to submit the application

Community Development Director Bill Lutz gave a brief explanation of the 2012 Community Housing Improvement Program application.

Since 2001, the City of Piqua has received over 2.5 million in competitive grant funding to administer the local Community Housing Improvements Program. This year the city has been invited by the Ohio Department of Development to apply for \$500,000 to provide housing opportunities to low and moderate-income households. On February 13 a public meeting was held with representatives from human service organization, local landlord association, realtors and the general public in attendance.

Those individuals in the meeting prioritized the activities proposed in the application. Activities rated as High were: Emergency Monthly Housing Assistance, Home Repair, and Private Owner Rehabilitation.

Activities rated as Medium were: New Construction, Demolition, and Tenant Based Rental Assistance.

Activities rated as Low were: Homebuyer Counseling.

Activities rated Very Low were: Rental Rehabilitation.

A second meeting was held on March 8th for final comments on the application before submitting it to the Ohio Department of Development for consideration. It was noted that funding for the Community Housing Improvement Program is extremely competitive, since funding for CDBG allocations have been cut by 8%, and the Home allocation has been cut 37%.

There were several questions raised concerning what would happen if the City did not receive the grant, how the grants are awarded, and are the grants awarded on a first come first serve type of basis. Further questions regarding stipulations on how often residents can apply for assistance, the allotted amount of funds one applicant can apply for, and how the applicants are chosen to receive the funding. Mr. Lutz explained how the program works and how the money is distributed.

Mayor Fess stated Mr. Lutz has been very successful in getting these grants in the past and we are very hopeful we will receive this one.

“Whenever Bill writes a grant, we get it”, commented Commissioner Wilson.

Public Comment

No one came forward to speak for or against Resolution No. R-65-12

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-65-12 be adopted. Roll call, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-65-12 adopted.

RES. NO. R-66-12

A Resolution accepting the recommendation of the Tax Incentive Review Council of the City of Piqua for the purpose of the administration of the City of Piqua's Enterprise Zone Program, as required by Section 5709.85 (C) (1) of the Ohio Revised Code

Community Development Director Bill Lutz explained the City of Piqua's Tax Incentive Review Council met on March 8, 2012 for the purpose of reviewing the one current agreement Crane Pumps and Systems and provided a recommendation to approve the current agreement for another year. Crane Pumps and Systems received their Enterprise Zone Agreement in 2002 and are scheduled to expire the end of 2012. Mr. Lutz reviewed the capital investment and job creation guidelines and stated the TIRC recommends to the City Commission that the Crane Pumps and Systems Enterprise Zone agreement continue.

There was discussion concerning Crane Pumps and Systems not being unable to meet their capital investment, and the pledged level of employment. Mr. Lutz stated when the original agreement was made in 2002 the economic environment was more favorable than it is today, and that they should not be penalized for not having the employment levels that were originally pledged.

Public Comment

No one came forward to speak for or against Resolution No. R-66-12

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-66-12 be adopted. Roll call, Aye: Wilson, Terry, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-66-12 adopted.

RES. NO. R-67-12

A Resolution appointing a member to the Community Diversity Committee

City Manager Huff stated Resolution No. R-67-12 appoints David Zimmerman to the Community Diversity Committee for a term of two (2) years to expire on March 1, 2014.

Public Comment

No one came forward to speak for or against Resolution No. R-67-12

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-67-12 be adopted. Voice vote, Aye: Fess, Martin, Wilson, Terry, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-67-12 adopted.

RES. NO. R-68-12

A Resolution appointing a member to the Community Diversity Committee

City Manager Huff stated Resolution No. R-68-12 appoints Doug Smith to the Community Diversity Committee for a term of one (1) year to expire on March 1, 2013.

Public Comment

No one came forward to speak for or against Resolution No. R-68-12

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-68-12 be adopted. Voice vote, Aye: Martin, Wilson, Terry, Vogt, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-68-12 adopted.

RES. NO. R-69-12

A Resolution appointing a member to the Energy Board

City Manager Huff stated Resolution No. R-69-12 appoints Joe Drapp to the Energy Board to fill the unexpired term of Mike Cox to expire on March 1, 2016.

Public Comment

No one came forward to speak for or against Resolution No. R-69-12

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-69-12 be adopted. Voice vote, Aye: Wilson, Terry, Vogt, Fess, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-69-12 adopted.

RES. NO. R-70-12

A Resolution requesting authorization to enter into a Mutual Aid Agreement with the Ohio Water/Wastewater Agency Response Network

Todd Brandenburg, Wastewater Superintendent explained Resolution No. R-70-12 requests authorization to establish a mutual aid agreement with the Ohio Water/Wastewater Agency Response Network for sharing emergency resources among water and wastewater agencies statewide. By joining the WARN, the City of Piqua will open doors with neighboring utilities allowing resource sharing opportunities from simple items such as specialized pump parts in inventory to emergency generators and pumping equipment during city-wide disasters. There is no membership fee involved and by having a membership with the Ohio WARN it decreases the city's vulnerability and increases the reliability to provide essential water and wastewater services in the event of a catastrophe, stated Mr. Brandenburg. The only cost would be made by requesting members to reimburse responding members according to terms specified, and expenses will only be incurred in the event of a response to a request for assistance.

There was discussion of the cost involved, if only personal was sent out instead of equipment, and how that would be handled. It was noted that the city could deny a request if they were unable to respond or have the equipment available at that time.

Utilities Director Dave Burtner stated there is not always a need for manpower, sometimes the need is just for equipment. Mr. Burtner further stated the City of Piqua is also on a number of other lists for the same type of services.

Public Comment

No one came forward to speak for or against Resolution No. R-70-12

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-70-12 be adopted. Roll call, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-70-12 adopted.

RES. NO. R-71-12

A Resolution requesting authorization to enter into an agreement with Best Equipment Co. Inc. for the purchase of a 2012 Sewer Mainline CCTV Inspection Unit

Todd Brandenburg gave a brief explanation of what the Sewer Mainline CCTV Inspection Unit is and how it will be utilized.

There was discussion on the cost of the Unit, and if it was a budget line item this year. One of the questions posed were any of the employees who would be operating the Inspection Unit able to operate the unit or was it just the salesman. Mr. Brandenburg stated several of the City employees who will be operating the CCTV Inspection Unit were able to operate the unit to get first-hand experience.

Public Comment

No one came forward to speak for or against Resolution No. R-71-12

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-71-12 be adopted. Roll call, Aye: Wilson, Terry, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-71-12 adopted.

Monthly Reports – January 2013

Monthly Reports for January 2013 were accepted.

Public Comment

This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.

Scott Phillips a member of the Middle Watershed Alliance congratulated the Water Department staff for their source water protection plan and stated the first River Summit is scheduled for May 10th at 7:00 P.M. at the Piqua Plaza and invited citizens to attend.

Jeff Lange also a member of the Middle Great Miami River Watershed Alliance congratulated the Water Department staff and announced the Protecting Our Waterways (POWW) 9th Annual City River Clean-up is scheduled for July 21, 2012 and invited citizens to participate.

City Manager's Report

Economic Development Update – Mr. Bill Murphy

City Manager Huff gave a brief update stating that Grow Piqua Now set a goal for \$50,000 in dues for 2012, and has collected \$51,600 to date, with still more to come in, and he is very pleased. Mayor Fess stated Grow Piqua Now is doing a great job.

City Planner Chris Schmiesing explained the Alternate Business Access Program. The program is intended to help and support the local businesses during the road construction that requires an extended closure of the street. The City will provide affected businesses the opportunity to include their business name and logo on the temporary traffic control signage located in the public right-of way. The signage will help guide patrons and delivery vehicles along alternate routes to the businesses. The temporary traffic control signage will be made, installed, and maintained by the City of Piqua at no cost to the business. The City will also allow businesses in the construction zone to maintain temporary signage for the entire duration of the project rather than the current 90 day limit.

There were several questions raised regarding the guidelines being followed to have the business name or logo on the sign, along with the size of the signs and how far away they could be read. Mr. Schmiesing explained the guidelines followed, further explaining the signage can be read while a vehicle is traveling at 25 MPH. Logo's are easily recognized better than wording and

encouraged businesses to send in their logo if possible. Mr. Schmiesing also explained the signage stating "open to local traffic only" located by the Miami Valley Centre entrance.

Department Update – Utilities Department – Mr. Dave Burtner

Mr. Burtner gave a brief update on the Utilities Department.

The City of Piqua reorganized the department in August 2009 using only current staff. By combining forces they were able to establish the Underground Utilities, Wastewater Collections & Water Distribution. The current Water Treatment Plant was built in 1925 and was remodeled after a flood in 1961. In 1973 a Sludge Line was ran to the quarry, in 1983 a new Sludge/Wash Water Facility was built, and in 1990 the Chlorine/Fluoride Facility was completed.

The first Waste Water Treatment Plant was built in 1938-39 on the west side of the Miami River/2.5 MGD. The second Waste Water Treatment Plant was built in 1957-58 on the east side of the Miami River/ 4.0 OMGD. The current site was upgrade in 1988-92 with Ammonia Removal/4.5 MGD. An EQ Basin/Backup Generator was added in 2009.

The Underground Utilities Department performs maintenance on all underground Water, Wastewater and Storm water pipes and structures in the City of Piqua. They maintain all Fire Hydrants, monitor the City Backflow Prevention Program, and maintain the Water Meter Service and Repair.

The City of Piqua can now track the flow of storm water throughout the city with the new GIS Mapping System, and currently there are around 7,000 storm water structures (Man Holes and Catch Basins). About 60% of all the storm water in the City of Piqua will run through the storm system, which runs straight to the river and is untreated.

Current Issues under consideration are:

- New Water Treatment Plant
- Water Plant & Water Distribution System Master Plans
- Wastewater Plant & Sewer Collection System Master Plan
- All Master Plans should be completed in the summer of 2012.

Mayor Fess thanked Mr. Burtner for his very informative update.

Commissioner Comment

Commissioner Wilson stated while he was on the Bike Path he spotted Mr. Lange cleaning up along the path. Commissioner Wilson asked if it would be possible to provide a few more trash receptacles on the Bike Path.

Commissioner Wilson congratulated Greg Snipes, a city employee who was named Volleyball Coach of the Year for 2011.

Commissioner Terry announced the North Parks Neighborhood Association Meeting is scheduled for Tuesday March 27, 2012 at 7:00 P.M. at Wilder School on Nicklin Avenue.

Commissioner Vogt apologized for some of the comments he made earlier about the City not providing signage for the businesses affected by the street closure.

Commissioner Vogt stated the Echo Hills Municipal Golf Course is open now, and is a beautiful asset to the City of Piqua. This year they are offering a new membership that can be used only during the week at reduced rates. Information can be obtained by contacting the Golf Course.

Commissioner Martin asked if it would be possible to have a notice scrolling across the bottom of the screen on Channel 5 informing citizens the businesses in the Ash Street Construction area are still open for business during the reconstruction process.

Mayor Fess reminded citizens to attend the River Summit on May 10, at 7: 00 P.M. at the Fort Piqua Plaza. Also a Senior Dance sponsored by the YMCA is scheduled for May 12, 2012 at the Fort Piqua Plaza and invited all seniors to come out and dance.

Jeff Lange came forward and stated the 5th Annual River Summit sponsored by University of Dayton is scheduled for Thursday March 29, 2012. City Planner Chris Schmiesing has put together information on all the efforts of the local environmental Watershed groups to have a booth at the River Summit. Mr. Lange thanked the City for allowing all of the various groups to share a table with them at the River Summit.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 8:45 P.M. Voice vote, Aye: Martin, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously.

Lucinda L. Fess, Mayor

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO.9-12

**AN ORDINANCE ENACTING AND ADOPTING A
SUPPLEMENT TO THE CODE OF ORDINANCES
FOR THE CITY OF PIQUA**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2011 supplement to the Code of Ordinances of the City of Piqua, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this City of Piqua; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code; and

WHEREAS, it is the intent of the Piqua City Commission to accept these updated sections in accordance with the changes of the law of the State of Ohio; and

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect at an early date.

NOW, THEREFORE, 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: That the 2011 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby adopted by reference as is set out in its entirety.

SEC. 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Piqua City Commission and the Clerk of Commission is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk of Commission.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-72-12

**A RESOLUTION AWARDDING A CONTRACT FOR
THE LEASE OF A PITNEY BOWES MAIL STREAM
POSTAGE MACHINE FOR THE CITY OF PIQUA**

WHEREAS, the present operations of the City require the lease of a mail stream postage machine for City Departments; and

WHEREAS, the leasing of the Pitney Bowes mail stream postage machine is necessary to meet the ongoing United States Postal Service regulations; and

WHEREAS, it has been determined that pricing based on State of Ohio Division of Administrative Services (Cooperative Purchasing Program) contract #800051 provides the best pricing for the City of Piqua.

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 is hereby authorized to Pitney Bowes for lease of a Pitney Bowes mail stream postage machine for a five-year term beginning in July of 2012 as noted in Exhibits "A & B" attached hereto.

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 contract terms.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 3, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AWARDING A CONTRACT FOR THE LEASE OF A PITNEY BOWES MAIL STREAM POSTAGE MACHINE FOR THE CITY OF PIQUA		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Assistant City Manager & Finance Director		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-72-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	We have leased our postage machine and meter from Pitney Bowes for the last five years on the state bid contract. We are proposing the same arrangement, but with their newest machine available at this time. The Post Office continues to change their rate structures, price of postage, etc. and with the Pitney Bowes lease, all of these types of changes are covered at no additional cost. The new machine will be connected online for postage deposits, rate adjustments and other updates. The mailroom is already set up with a network drop for this purpose.		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$6,168.00 in 2012	
	Expenditure \$:	\$5,496.00 for first full year 7/1/12-6/30/13	
	Source of Funds:	All Departments who use postage	
	Narrative:	Our lease cost is actually going down by \$672 each year.	
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Approve Resolution as proposed	
	2.	Deny Resolution as proposed	
	3.	Suggest alternative for city-wide mailing needs	
	4.		
PROJECT TIMELINE	Current lease expires June 30, 2012 so we need to have our new machine up and running by this date.		
STAFF RECOMMENDATION	We recommend that we continue to take advantage of the State Bid Contract		

	available through Pitney Bowes. We have had great service from them and found their products to be of high quality. Neopost also currently has a contract with the State of Ohio, but it expires on April 30, 2012 so this would not be an option for us.
ATTACHMENTS	Pitney Bowes Equipment Proposal and spreadsheet showing costs involved.



Lindsay Maier
Area Sales Executive

Pitney Bowes Inc.
937-304-5759
203-617-3714
lindsay.maier@pb.com
www.pb.com

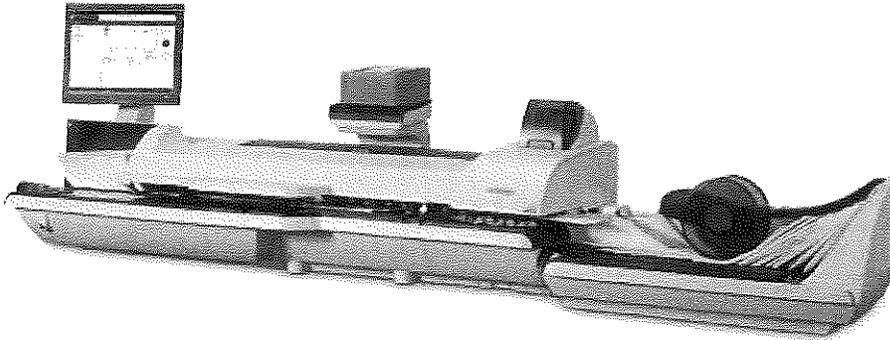
March 23, 2012

Equipment Proposal
For: City of Piqua
Quote Expires: April 10, 2012

Current Equipment:

DM800 Mail machine with 15 lb. scale
Installed 2007
Lease payment \$514/month

Proposed Equipment:



Connect+ 2000 Mailing System

- ✓ 15 lb. scale
- ✓ 100 Dept. Accounting
- ✓ Inview Web Accounting
- ✓ Weigh on the Way
- ✓ Power Stacker
- ✓ 180 Letters per minute/(115 WOW mode)
- ✓ 10" Color Touch Screen Display
- ✓ Color Graphic and Return Address printing
- ✓ Commercial Based Pricing
- ✓ Closed Flap Sealing
- ✓ Adhesive Roll Tape

Monthly lease Investment: 60 months \$458/month

Purchase Price	\$14,711.00
Meter Rental	\$165/quarter
Service Level Agreement	\$1158 first year

State Contract includes Softguard & 1 year warranty

Lease Pricing Includes

- ✓ Meter Rental & Resets
- ✓ Standard Equipment Maintenance with Ongoing Training & Print head replacement
- ✓ Softguard Scale Updates
- ✓ Postage By Phone Plus-free postage advances
- ✓ Installation & Training
- ✓ Starter supplies-ink cartridge & tape

EXHIBIT "B"

Pitney Bowes Postage Machine

Five Year Cost (2012-2017)

Lease Option:

Rental (\$458 per month) for 60 months	\$	27,480.00
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Lease includes meter rental and resets, standard equipment maintenance with ongoing training and print head replacement, softguard scale updates, postage by phone, installation and training, starter supplies of ink cartridges and tape.

Due to the post office regulations of shape based pricing, we are more frequently updating our rates to stay current.

Purchase Option:

Purchase price	\$	14,711.00
Meter rental for 5 years	\$	3,300.00
Service contract - year 1	\$	1,158.00
Service contract - year 2	\$	1,216.00
Service contract - year 3	\$	1,277.00
Service contract - year 4	\$	1,341.00
Service contract - year 5	\$	1,408.00
	\$	<u>24,411.00</u>

At the end of the 5 years, if we kept the machine, the service contract fee is increased by 5% each year. We could also try to sell the machine, but current research has shown they are not worth a lot of money at the end of their useful lives. We would also continue to have the meter rental fee.

Pitney Bowes current rate on service calls is \$405 plus any parts that would be needed. It is likely that this hourly rate would continue to increase over the years as well. In the last three years, Pitney Bowes has serviced our machine 7 times which would have cost us an additional \$2835 if we didn't have the service agreement with our lease.

RESOLUTION NO. R-73-12

**A RESOLUTION REQUESTING AUTHORIZATION
TO ENTER INTO AN AGREEMENT WITH ALPHA
BOATS UNLIMITED FOR THE PURCHASE OF AN
AQUATIC WEED HARVESTER**

WHEREAS, the City of Piqua has received a private grant through the Lundgard Foundation for the purchase of an Aquatic Weed Harvester;

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 purchase order is hereby authorized to Alpha Boats Unlimited, for an aquatic weed harvester, trailer, shore conveyor, and parts package not to exceed \$112,500.00.

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate account of the City treasury in payment for said equipment purchase.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 3, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting the authorization to enter into an agreement with Alpha Boats Unlimited for the purchase of an aquatic weed harvester.		
SUBMITTED BY	Devon Alexander, Storm Water Coordinator Storm Water Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-73-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In the late summer of 2011 the City of Piqua was able to acquire a grant from the Lundgard Foundation Association in the amount of \$112,500 for the purchase of an Aquatic Weed Harvester.</p> <p>A weed harvester is essentially a barge style boat that will be used to remove aquatic weeds which will help with water quality and give a better aesthetic appearance throughout the lakes and canal system.</p> <p>Based upon the bids we received, Alpha Boats Unlimited meets our desired specification, and meets our anticipated budget. There were a total of 5 manufactures (Exhibit A) that submitted bids. Due to the other manufactures not meeting the specification, or meeting the price limitations, it was decided that the Alpha Boats Unlimited Weed Harvester would be the best fit for our need.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$112,500.00	
	Expenditure \$:	\$109,784.00	
	Source of Funds:	Private Foundation Grant funds received in the fall of 2011	
	Narrative:	The funds will cover the full purchase price of the machine, as well as allow us to purchase a small parts package for future maintenance.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to allow the City of Piqua to purchase the Aquatic Weed Harvester from Alpha Boats Unlimited	
	2.	Do not approve the resolution, for the purchase of the Aquatic Weed Harvester from Alpha Boats Unlimited and return the grant money.	

	3.	
	4.	
PROJECT TIMELINE	Purchase of Harvester will be made immediately.	
STAFF RECOMMENDATION	Approve the resolution to allow the City Of Piqua to purchase the Aquatic Weed Harvester from Alpha Boats Unlimited	
ATTACHMENTS	Bid Tabulation (Exhibit "A")	

City of Piqua, OH
 Bid opening for IFB #1209 Aquatic Weed Harvester
 Opened 2/29/12 at 2:00 p.m.

	Spooner Machine Spooner, WI	Spooner Machine Spooner, WI	Josie Mae, Inc. Hernando, FL	Aquarius Systems North Prairie, WI	Alpha Boats Unlimited Weedsport, NY	Inland Lake Harvester Burlington, WI	Inland Lake Harvester Burlington, WI	Inland Lake Harvester Burlington, WI	Inland Lake Harvester Burlington, WI
Item # 1 Aquatic Weed Harvester new or used	\$ 68,500.00	\$ 72,300.00	\$ 65,700.00	\$ 74,795.00	\$ 69,877.00	\$ 87,200.00	\$ 97,400.00	\$ 59,920.00	\$ 67,410.00
Make, Model, etc	Pontoon style 90 days	Barge style 90 days	RH7-360 60 days	EH-120 60 days	new FX-5 21/60 days	mild steel hull ILH6-300 90-120 days	stainless steel hull ILH6-300 90-120 days	new - mild steel ILH5x4 Mini 90-120 days	new - stainless steel ILH5x4 Mini 90-120 days
Delivery timeframe	90 days	90 days	60 days	60 days	21/60 days	90-120 days	90-120 days	90-120 days	90-120 days
Item #2 Conveyor	\$ 22,000.00	\$ 22,000.00	\$ 29,700.00	\$ 33,560.00	\$ 23,548.00	\$ 21,280.00	\$ 21,280.00	\$ 16,900.00	\$ 16,900.00
Item # 3 Trailer	\$ 14,000.00	\$ 14,000.00	\$ 12,900.00	\$ 6,400.00	\$ 16,359.00	\$ 9,800.00	\$ 9,800.00	\$ 6,900.00	\$ 6,900.00
Grand Total	\$ 104,500.00	\$ 108,300.00	\$ 108,300.00	\$ 114,755.00	\$ 109,784.00	\$ 118,280.00	\$ 128,480.00	\$ 83,720.00	\$ 91,210.00

Deduct \$2,400 if
 harvester and trailer
 purchased together

RESOLUTION NO. R-74-12

A RESOLUTION AWARDED A CONTRACT FOR THE
COLLECTION OF RECYCLABLE MATERIALS IN THE CITY

WHEREAS, on January 3, 2012 this Commission passed Resolution No. R-2-12 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the collection of recyclable materials in the City; and

WHEREAS, after proper advertisement, bids were opened resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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 three-year contract with Rumpke of Ohio for the collection of recyclable materials in the City is hereby approved as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

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 contract terms, not exceeding \$836,870 for a three-year period.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 3, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A Resolution Awarding a contract for the collection of recyclable materials in the city.		
SUBMITTED BY	Name & Title: Amy Welker, Director of Health & Sanitation		
	Department: Sanitation		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R- 74-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The City of Piqua has operated a curb-side recycling program since 1992. Piqua is part of the Miami County Solid Waste District which is under a recycling mandate from the EPA. The District has a goal of 25% residential waste reduction from recycling. The District meets this goal in large part due to curb-side recycling programs in Piqua and Troy.</p> <p>The curb-side recycling program in Piqua has seen an increase in tonnage over the last year going from 13% to 16% of the waste stream being recycled. Our goal will be to continue to increase participation by residents and to increase the waste reduction in the city due to recycling.</p> <p>In an effort to save cost, the City of Piqua and the City of Troy jointly bid this service and asked for a cost reduction if both cities award the contract to the same contractor. Rumpke of Ohio offered a 3% reduction on the bid price.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$264,000 for 2012	
	Expenditure \$:	\$267,410 (includes 3% reduction as stated above)	
	Source of Funds:	Sanitation Operations	
	Narrative:	Although the bids came in slightly higher than the budgeted amount, the Sanitation Operations budget can sustain the 2012 cost. The department will budget accordingly in the next two years to cover the expense. The recent increase in fuel costs did impact the bid cost for this item.	

OPTIONS (Include Deny /Approval Option)	1.	Adopt the Resolution to award the contract.
	2.	Deny the Resolution and provide further direction.
	3.	
	4.	
PROJECT TIMELINE	This is a three year contract which would run from May 1, 2012 through April 30, 2015. The project includes a comprehensive education plan including annual flyers mailed to each customer, news releases, curriculum packets for school use, videos, and participation by the vendor at festivals or other public events.	
STAFF RECOMMENDATION	Staff recommends the award of the contract to Rumpke of Ohio.	
ATTACHMENTS	Bid Tabulation Sheet	

CITY OF PIQUA, OHIO - PURCHASING DEPARTMENT BID TABULATION
For: RECYCLING & REFUSE DISPOSAL SERVICE
Dept./Div.: SANITATION

BID NO.:
OPENED: 12:00 PM 3-22-12

BIDDER NO. NAME: CITY: STATE & ZIP:		1 Rumpke of Ohio, Inc. Cincinnati OH, 45251	2 Waste Management of Ohio, Inc. Dayton OH, 45414		
NAME OF ITEM	QTY.:	RATE PER WEEK	RATE PER WEEK		
1. RECYCLING 2012-2013 Discount offered 3% if both Piqua and Troy award to Rumpke 2013-2014 Discount offered 3% if both Piqua and Troy award to Rumpke 2014-2015 Discount offered 3% if both Piqua and Troy award to Rumpke 2. BID ALTERNATIVE CONTAINERS 2012-2013 Discount offered 3% if both Piqua and Troy award to Rumpke 2013-2014 Discount offered 3% if both Piqua and Troy award to Rumpke 2014-2015 Discount offered 3% if both Piqua and Troy award to Rumpke		\$5,366.77 \$161.00 \$5,205.77	\$0.90/household Based on 7,600 residences \$6,840.00		
		\$5,524.62 \$165.74 \$5,358.88	\$0.93/household Based on 7,600 residences \$7,068.00		
		\$5,700.00 \$171.00 \$5,529.00	\$0.96/household Based on 7,600 residences \$7,296.00		
		\$9,312.99 \$279.39 \$9,033.60	No Bid		
		\$9,470.84 \$284.13 \$9,186.71	No Bid		
		\$9,646.23 \$289.39 \$9,356.84	No Bid		

RESOLUTION NO. R-75-12

**A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH
PIQUA YOUTH SOCCER ASSOCIATION (PYSA)**

WHEREAS, the City has leased the soccer fields at Pitsenbarger Park to the Piqua Youth Soccer Association (PYSA) with the last lease expiring February 29, 2012; and

WHEREAS, the PYSA desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the soccer fields for a period of three years.

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::

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit "A" with the Piqua Youth Soccer Association (PYSA) for the use of the soccer fields at Pitsenbarger Park.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

**LEASE BETWEEN THE CITY OF PIQUA AND THE PIQUA YOUTH SOCCER
ASSOCIATION FOR THE SOCCER COMPLEX**

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein after stipulated to be paid and performed by the Piqua Youth Soccer Association of Piqua, Ohio, ("PYSA") the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the premises described in Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same with the appurtenances, unto the said Lessee for and during a term of three (3) years from the first day of March, 2012 until the last day of February, 2015.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar (\$1.00) payable in advance, on the first day of March of each year of this lease.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid;
2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City harmless from any liability growing out of the use of said premises by said Lessee. All participants and Piqua Youth Soccer Association activities shall sign a release and waive all claims against the City, it's officers, elected officials, employees, volunteers and agents;
3. That said Lessee will not use or occupy said premises for any purpose other than for use or promotion of the Piqua Youth Soccer Association program in the City of Piqua and shall occupy said premises for only so long as they maintain the Piqua Youth Soccer Association program;
4. That the Lessee may have full control and occupancy of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises;
5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
6. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter;

7. The Lessor agrees to provide water, wastewater, electric service and grass cutting to Lessee at no charge as more specifically defined herein. The Lessor will assist, if appropriations permit, assistance in maintaining and repairing the concession stand building identified in Exhibit A and possessing the address of Marlboro Street Concession Stand for utility billing purposes. All other structures, facilities and equipment are the responsibility of the Piqua Youth Soccer Association. Lessor does, upon request from Lessee, maintain ability to accept or deny receipt and accountability of any or all structures, facilities and equipment for the purpose of placing on City Asset List and subsequent possible financing of maintenance, improvement or replacement. The Lessee will submit written request for assistance with the maintenance and repair for the building at least three weeks in advance for minor repairs and by July 1st of each year for the following calendar year for any major repairs and renovations. The submittal of requests for major repair and renovations will not necessarily guarantee the receiving of appropriations for work desired but will serve as input for the preparation and execution of the Lessor's annual operating and capital budgets for the following year. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises;
 - a. Mowing: The City of Piqua is responsible for the mowing of the park; however, at a minimum during soccer season, the City of Piqua shall mow the fields as specified below and any additional mowing over and above one time per week shall be the responsibility and cost of PYSA:
 - (1) Spring: The City of Piqua shall mow three (3) fields in March, April and May on a weekly basis or as needed due to weather related issues;
 - (2) Strawberry Festival: The City of Piqua shall mow ten (10) fields, including the soccer fields and football field, one (1) time per week for the Strawberry Festival Tournament. PYSA shall notify Amy Havener, City Engineer, of the date of scheduled play;
 - (3) Fall: The City of Piqua shall mow ten (10) fields for the Fall in coordination with PYSA as smaller fields are made for play.
8. The Lessee agrees to assume full responsibility of operating a youth soccer program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance;

9. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any intentional or negligent maintenance of said premises;
10. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee, and additionally:
 - a. Select Soccer: PYSA may permit Select Soccer teams to use the soccer complex during the term of the lease. However, scheduling with the Select teams is to only have play on the fields Wednesday through Sunday.
 - b. Strawberry Festival Tournament: PYSA is permitted to allow use of the fields for the purpose of the Troy Strawberry Festival Tournament. Said use shall only be permitted if proper releases are executed by the City of Troy, Ohio or the Strawberry Festival Committee, whichever entity is responsible, and the participating teams, releasing the City of Piqua, Ohio from all liability.
11. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million (\$1,000,000) per occurrence bodily injury and property damage and One Million (\$1,000,000) in the annual aggregate. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.
 - Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease has not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a

proceeding or suit in forcible entry and detainer or in ejection, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, the said Lessor and Lessee have set their hands to duplicates hereon on the _____ day of March, 2012.

THE CITY OF PIQUA, OHIO

PIQUA YOUTH SOCCER ASSOC.

By: _____
Gary A. Huff
City Manager

By: _____
President

By: _____
Kenneth L. Deal
Treasurer

EXHIBIT A

Piqua Youth Soccer Association Lease Physical Description

Beginning with the northwest corner going east along South Street, 200 feet east. Then 50 feet south, then 135 feet east along south edge of fence and parking area. From that point, going 300 feet south, southeast, then 420' south to power lines. From that point, heading 1075 feet east along power lines towards McKinley Ave. stopping 50 feet short of property lines on McKinley. From that point heading south 245 feet to the southeastern most point. From that point, running 552 feet to existing fence line, then 784 feet along fence line, then 25 feet along gate area, then 113 feet to southwestern most corner. From that point running 850 feet north back to northwestern most point. Included in this area is soccer concession stand and kickboard. Not included property in this area is playground equipment located to the southwest of concession stand.

(Playground equipment owned and maintained by the City of Piqua).

RESOLUTION NO. R-76-12

**A RESOLUTION AUTHORIZING A THREE YEAR LEASE WITH
PIQUA YOUTH FOOTBALL ASSOCIATION**

WHEREAS, the City has leased land at Pitsenbarger Park to the Piqua Youth Football Association with the last lease expiring February 29, 2012; and

WHEREAS, the Piqua Youth Football Association desires to renew the lease, benefitting the youth of the City of Piqua; and

WHEREAS, the City desires to lease the land for a period of three years.

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::

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached Exhibit "A" with the Piqua Youth Football Association for the use of the land at Pitsenbarger Park as described within the lease.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK

**LEASE BETWEEN THE CITY OF PIQUA AND
THE PIQUA YOUTH FOOTBALL ASSOCIATION**

The City of Piqua, Ohio, the Lessor, in consideration of the rents and covenants herein stipulated to be paid and performed by the Piqua Youth Football Association of Piqua, Ohio, the lessee, does hereby grant, demise, let and lease unto the said lessee, the premises described in Exhibit A attached hereto and incorporated herein by reference.

To have and to hold the same with the appurtenances, unto the said lessee for and during a term of three (3) years from the first day of March 2012, until the last day of February 2015.

Yielding and paying therefore, during the term aforesaid, the yearly rent of One Dollar (\$1.00) payable in advance, on the first day of March of each year of this lease.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent in the manner aforesaid;
2. That the Lessee will use and occupy said premises in a careful, safe and proper manner and will indemnify and hold the City harmless from any liability growing out of the use of said premises by said Lessee. All participants and Piqua Youth Football Association activities shall sign a release and waive all claims against the City, its officers, elected officials, employees, agents and volunteers;
3. That said Lessee will not use or occupy said premises for any purpose other than for use or promotion of the Piqua Youth Football Association program in the City of Piqua and shall occupy said premises for only so long as they maintain the Piqua Youth Football Association program;
4. That the Lessee may have full control and occupancy of said premises for the duration of the contract. That anyone using said premises without the written consent of the Lessee or Lessor is in violation of the said premises and that either party will have the right to remove said violators from the premises. Prior to the City constructing any fencing, the City shall notify the Piqua Youth Football Association and attempt to place such fencing as to not interrupt the space needed for the Piqua Youth Football Association. The Piqua Youth Football Association shall have permission to place locks on gates to keep control of the play on the field and may leave the field unlocked for public use if field conditions and required maintenance of said fields permit unregulated use. The City shall not be liable or responsible for any damage to the fields that may disrupt use by the Piqua Youth Football Association;

5. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
6. That the Lessee will keep the said premises in a clean and orderly state at all times by picking up and depositing all litter in the containers provided by the Lessor, and that the Lessor will dispose of the litter;
7. The Lessor agrees to provide water, wastewater and electric service to Lessee at no charge. The Lessor will assist, if appropriations permit, assistance in maintaining and repairing the concession stand and press box, storage building identified in Exhibit A and possessing the addresses of 721 McKinley Ave., Pitsenbarger Football Concession Stand, and 1407 South Street for utility billing purposes. All other structures, facilities and equipment are the responsibility of the Piqua Youth Football Association. Lessor does, upon request from Lessee, maintain ability to accept or deny receipt and accountability of any or all structures, facilities and equipment for the purpose of placing on City Asset List and subsequent possible financing of maintenance, improvement or replacement. The Lessee will submit written request for assistance with the maintenance and repair for the building at least three weeks in advance for minor repairs and by July 1 of each year for the following calendar year for any major repairs and renovations. The submittal of requests for major repair and renovations will not necessarily guarantee the receiving of appropriations for work desired but will serve as input for the preparation and execution of the Lessor's annual operating and capital budgets for the following year. Lessee shall maintain insurance to provide coverage for loss or damage to any of its property stored or kept on the leased premises. Lessor shall not be responsible for any damage or loss to Lessee's property located on the leased premises.

The building being used for storage has been subject to property maintenance issues. The City does not warrant the condition of the building for continued storage and upon approval will at the discretion of the City be removed. There is no obligation upon the City to find alternate storage space;

8. The Lessee agrees to assume full responsibility of operating a youth Football program for the City of Piqua which includes all administration, staffing, concessions and field and structure maintenance;
9. The Lessee shall maintain the leased premises in a safe condition at all times; Lessee shall indemnify Lessor for any negligence of maintenance of said premises;

10. That the Lessee, shall not assign this lease or in any manner sublet the premises; Lessee may permit special use of the premises with permission of the City Manager or his designee;
11. That the Lessee agrees to obtain liability insurance for the protection of the City and the Lessee and to the satisfaction of the City Manager for not less than One Million (\$1,000,000) per occurrence bodily injury and property damage and One Million (\$1,000,000) in the annual aggregate. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsements to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. A certificate of coverage for the liability coverage and the property coverage purchased by the Association should be on file with the City before the Association commences its program. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.
 - Provided, however, if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, or if said Lessee shall make an assignment for the benefit of creditors, or if the interest of said Lessee in said premises shall be sold under execution of the other legal process, it shall be lawful for said Lessor to enter as if this lease has not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the Lessor's right of action for breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee, shall be equivalent, or otherwise, after any default by the Lessee, shall be equivalent in every respect to actual entry by the Lessor.

IN WITNESS WHEREOF, the said Lessor and Lessee have set their hands to
duplicates hereon on the _____ day of _____, 2012.

THE CITY OF PIQUA, OHIO

By: _____
Gary A. Huff
City Manager

PIQUA YOUTH FOOTBALL ASSOCIATION

By: _____
President

Witness: _____

EXHIBIT A

PIQUA YOUTH FOOTBALL ASSOCIATION LEASE

PHYSICAL DESCRIPTION

Beginning on the north boundary, a line parallel with the entire south side of the tennis court fence, 50 feet to the west corner of the fence, and 150 feet to the east corner of the fence. The east boundary starts at that 150 foot mark and runs south for 230 feet. The west boundary begins at the 50 foot mark west of the tennis court fence going south 230 feet. The south boundary runs 420 feet from each of the southeast and southwest points. The area includes the concession stand, press box, goal posts, field lights and flagpole and the building located directly west of 712 McKinley Avenue, Piqua, and to the west of the wood fence, directly north of the area currently used for horseshoes. Use of the storage building to the northeast of the area is also included in lease but not in the physical description.

