

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, NOVEMBER 20, 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 November 6, 2012 Regular City Commission Meeting

OLD BUSINESS

2. ORD. NO. 23-12 (2nd Reading)
An Ordinance amending Chapter 34 of the Piqua Municipal Code to reflect City procedure and changes in the Ohio Revised Code

NEW BUSINESS

3. ORD. NO. 25-12 (1st Reading)
An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees
4. ORD. NO. 26-12 (1st Reading)
An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain municipal employees
5. ORD. NO. 27-12 (1st Reading)
An Ordinance repealing existing Chapter 33.08 – Insurance and enacting a new Chapter 33.08 of the Piqua Code, relating to employee policy
6. ORD. NO. 28-12 (1st Reading)
An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2013
7. RES. NO. R-143-12
A Resolution of Intent to vacate public right-of-way
8. RES. NO. R-144-12
A Resolution requesting authorization to enter into a contract with Burch Hyrdo, Inc. for services of the Wastewater Plant bio-solids removal and land application

9. RES. NO. R-145-12

A Resolution acquiring the services of CDM Smith to provide professional engineering services for water treatment plant detailed design and bidding phase, engineering services

OTHER

Monthly Reports – September 2012

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 – Mr. Bill Murphy, Assistant City Manager/Dir. Econ. Development

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION

a. To consider the appointment, employment, dismissal, discipline or compensation of the City Manager

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday October 16, 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 Martin, Vogt, Terry, and Wilson. Absent: None.

PRESENTATION

Eagle Scout Presentation-Robby Bloom

Robby Bloom provided a brief power point presentation showing before and after pictures of the project he is working on for his Eagle Scout Badge. Mr. Bloom chose Heritage Green Park for his project, painting the Police & Fire Memorials, mulching and weeding the areas around the stones, repairing the bricks, and pouring sand between the bricks.

A rededication ceremony is scheduled for Thursday, November 8, 2012 at 6:00 P.M. at the Heritage Green, and the public is welcome to attend.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of the minutes from the April 12, 2012, May 10, 2012, September 13, 2012, October 2, 2012 Work Sessions, October 16, 2012 Regular Piqua City Commission Meeting, and the Special Piqua City Commission Meeting of October 19, 2012

Commissioner Martin stated there was a typo on page 3 in the October 16, 2012 Regular City Commission Minutes further stating he has given the information to the Clerk for correction.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to amend the minutes to correct the typo on page 3 of the October 16, 2012 Regular City Commission Meeting Minutes. Voice vote, Aye, Martin. Fess, Vogt, Terry, Martin, and Wilson. Nay, None.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to approve the Minutes from the April 12, 2012, May 10, 2012, September 13, 2012, October 2, 2012 Work Sessions, the corrected October 16, 2012 Regular Piqua City Commission Meeting, and the Special Piqua City Commission Meeting of October 19, 2012, as stated and amended. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 19-12 (3rd READING)

An Ordinance amending Sections 154.005, 154.096, 154.097, 154.101, and 154.104 of the City of Piqua Code of Ordinances to modify definitions, standards and other general provisions applicable to high-rise/highway oriented and other sign types

City Planner Chris Schmiesing stated this item was presented to the Planning Commission in response from the City Commission to amend the sign standards in regards to high rise/highway oriented signage in regards to a request by a local business Paul Sherry RV Jeep Chrysler Dodge to maintain a 600 square foot 90 foot tall high-rise/highway sign. The high rise/highway oriented sign amendments proposed will affect on-premises signs located in business and industrial zoning districts along I-75. A Public Hearing was held by the Planning Commission concerning this item, and a recommendation was made, and presented to Commission. The first reading of the Ordinance the Exhibit was amended to reflect the requested amendment to the recommendation provided by the Planning Commission indicating the Maximum Sign Area to be 600 sq. ft. as opposed to the 400 sq. ft. initially recommended, stated Mr. Schmiesing.

Public Comment

No one came forward to speak for or against Ordinance No.19-12.

Mayor Fess voiced her concern with modifying the ordinance stating the Planning Commission requested that the ordinance not be modified. Mayor Fess further stated this has nothing to do with the Sherry sign, but she does not feel the entire code should be modified at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Ordinance No. 19-12 be adopted. Roll call: Aye, Vogt, Wilson, and Martin. Nay: Fess and Terry. Motion carried on 3-2 vote. Mayor Fess then declared Ordinance No. 19-12 adopted.

ORD. NO. 23-12 (1ST READING)

An Ordinance amending Chapter 34 of the Piqua Municipal Code to reflect City procedure and changes in the Ohio Revised Code

Law Director Stacy Wall gave a brief overview of the changes in Chapter 34 of the Piqua Municipal Code stating under Section 34.19 *a contract for providing labor for any work under the supervision of streets or public service in excess of \$25,000 \$50,000 would come to the City Commission for approval.* The Ohio Revised Code adopted House Bill 509 on June 26, 2012 and this will bring the City Code in line with the Ohio Revised Code, stated Ms. Wall.

Public Comment

No one came forward to speak for or against Ordinance No. 23-12.

Several questions were asked by Commissioners concerning the benefit of the change in the Ordinance to the City. Ms. Wall provided several examples of the changes.

Commissioner Vogt voiced his concern over raising the limit from \$25,000 to \$50,000 at this time. Further stating he feels the Commissioners would still like to keep an eye on the spending, and leave it at the \$25,000 limit for their approval on items over that amount.

Ms. Wall stated this does not change the bidding process in any way, as the lowest bidder should still receive the bid. This is just changing when the authority has to come before the Commission.

After a brief discussion Ordinance No. 23-12 was given a first reading.

ORD. NO. 24-12 (1ST READING)

An Ordinance authorizing an amendment to Ordinance No. 4296 and the zoning map attached thereto to change the zoning designation of 437 Kitt Street, Parcel; N44-028630, to R1 (One-Family Residential)

City Planner Chris Schmiesing gave a brief explanation on the reason for the request stating the property owner would like to sell the property but due to the zoning designation the financial institute is requesting the zoning be changed to allow the sale to go through. The property has always been a single family residence (R-1) but is located in a (B) Business District. This Ordinance would change the zoning designation to R-1 Single Family Residential. Planning Commission held a Public Hearing and all adjacent property owners were notified with no comments or objects being received concerning the change in the zoning designation, stated Mr. Schmiesing.

Public Comment

Amber Crumrine, applicant, came forward and gave a brief explanation for her request to have the property located at 437 Kitt Street rezoned from B-Business to R-1 One Family Residential.

Commissioners asked several questions regarding the use of the property now and in the past.

Moved by Commissioner Wilson, seconded by Commissioner Martin, to suspend the three reading rule that requires Ordinance No. 24-12 to be read fully and distinctly on three separate days. Roll call, Aye: Wilson, Terry, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adopt Ordinance No. 24-12. Roll call, Aye: Terry, Martin, Fess, and Wilson. Nay: Vogt. Motion carried 4-1 vote. Mayor Fess then declared Ordinance No. 24-12 adopted.

RES. NO. R-141-12

A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

Law Director Stacy Wall stated this is the annual renewal of the contract with the Public Defender thru Miami County. The County has provided the Public Defender for the City of Piqua for a very long time. Ms. Wall stated she works with them on a weekly basis, and she feels the city receives excellent service. This contract is renewable with no increase from the previous year.

Public Comment

No one came forward to speak for or against Resolution No. R-141-12.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-141-12 be adopted. Roll call, Aye: Martin, Terry, Fess, Wilson, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-141-12 adopted.

RES. NO. R-142-12

A Resolution establishing a City Commission 2013 Calendar of Meetings

City Manager Huff explained this establishes the dates for the 2013 Piqua City Commission Meeting.

Public Comment

No one came forward to speak for or against Resolution No. R-142-12.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. 142-12 be adopted. Roll call, Aye: Terry, Fess, Wilson, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-142-12 adopted.

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.

No one came forward to speak at this time.

City Manager's Report

Finance Director Cynthia Holtzapple gave a brief overview of the new Finance Software. As of November 5 the transitions have been made from the old to the new system with the first new set of Utility Bills being mailed on November 6. Due to the change over the bills were a little late going out so the due date has been extended from the 10th to the 16th this month only. Ms. Holtzapple stated there is a sample of the new Utility Bill on the web site for citizens to review. Ms. Holtzapple also noted residents will find more information on their new bills such as comparable rates from last year, along with a change in the size of the new bill.

City Manager Huff stated Echo Hills Golf Course is conducting a 5K Walk to benefit the Wounded Warriors Program to be held on Saturday November 10th at 10:00 A.M. Registration forms are available at the Echo Hills Golf Course, City Hall, Thoma's, the VFW, the American Legion Post 184, and the Chamber of Commerce. Registration fee is \$20.00 with all participants receiving a long-sleeve t-shirt.

Both the Power and the Fire Departments provided mutual aid to parts of the country that were damaged by Hurricane Sandy this past week. The Power crew was sent to Philippi, West Virginia, and a crew from the Fire Department went to New Jersey as part of the Urban Search and Rescue Operation.

The next phase of the Miami County Branding Project is underway. This is the Community Survey part where all residents are being asked to participate. There is a survey link on the city web site that citizens can go to and provide their comments and input. Flyers were also available that evening and will be going out in the utility billings the month of November with a December 27, 2012 deadline for comments. City Manager Huff encouraged citizens to participate and take the survey.

The Cornerstone Restaurant at the Upper Valley Career Center will be holding their ribbon cutting and reception on Thursday, November 8th. City Manager Huff stated the city is very excited about having this new restaurant in the community.

City Manager Huff announced the first budget meeting is scheduled for Thursday, November 15th at 6:00 P.M. in the Administrative Conference Room and will be covering the Enterprise Budget.

City Manager Huff stated a Commission Work Session is scheduled for Thursday, November 8 at 7:30 in the Commission Chambers with two items on the agenda, the Riverfront District Analysis, Board and Commission Policies.

Commissioners Comments

Commissioner Vogt thanked Robby Bloom for his presentation stating the City needs more young men like him to stand up and take a leadership role in the community. Commissioner Vogt also reminded citizens about the leaf pickup asking them to rake them out to the curb for pickup.

Commissioner Martin also congratulated Robby Bloom on his presentation and all of his hard work, stating the area looks very nice.

Commissioner Terry inquired about the work being done at Wayne and High Streets; voicing her concern about how large the project is as she was not aware of the magnitude of it. City Manager Huff explained it is part of CDBG Project. Commissioner Wilson also commented on the project.

Commissioner Wilson commented he walked over to the Heritage Green stating Robby Bloom has done a wonderful job as he goes their often and has noticed the difference he has made. Commissioner Wilson also commented on the Canal Place project along with the McDonalds Management Group lot on Ash Street, as they paved the lot and added landscape. Both of these projects will greatly enhance the downtown area, stated Commissioner Wilson.

Mayor Fess announced that Bob Evans Restaurant is joining with the Bethany Center to provide a Farmhouse Feast Dinner for families living in the Piqua area that may not have a Thanksgiving meal due to financial constraints this year. Donations are being accepted at Bob Evans and they will work with the Bethany Center to provide a meal for members of the community. The cost of providing a meal for a family of eight is \$79.00 but any donation is being accepted.

Mayor Fess thanked Robby Bloom for all of his hard work stating Heritage Green looks beautiful, as he has done a wonderful job.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 8:05 P.M. Voice vote, Aye: Wilson, Fess, Martin, Vogt, and Terry. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 23-12

AN ORDINANCE AMENDING CHAPTER 34 OF THE PIQUA MUNICIPAL CODE TO REFLECT CITY PROCEDURE AND CHANGES IN THE OHIO REVISED CODE

WHEREAS, the City of Piqua Municipal Code Chapter 34 regulates the purchase of supplies and disposal of property and references the Ohio Revised Code, which has been amended; and

WHEREAS, currently the City of Piqua requires advertisement for bids for any purchase of goods, supplies or services in excess of \$25,000 at least once, not less than 48 hours before the opening of bids, in a newspaper of general circulation in the city; and

WHEREAS, HB 509 became effective June 26, 2012, amending the contractual requirement for public services from \$25,000 to \$50,000.

NOW THEREFORE, BE IT ORDAINED BY the Piqua City Commission, a majority of its members concurring that:

SECTION 1. That the City of Piqua hereby amends Chapter 34, Section 34.19 of the Piqua Municipal Code as set forth below: (proposed language is underlined and language to be deleted is struck)

§ 34.01 CONTRACTS FOR PUBLIC WORKS AND IMPROVEMENTS.

(A) Contracts for public works and improvements shall be awarded to the lowest responsible bidder within a reasonable time after advertisement for bids has been published at least once in a newspaper of general circulation in the city containing a reservation that the City Manager shall have the power to reject all bids and advertise again. The City Manager may reject all bids and advertise again, but shall not be required to do so, even when the lowest bid exceeds the engineer's estimate by 10% or more.

(B) The City Manager shall determine the appropriate specifications and bidding requirements not otherwise provided in the city code. Such determination shall be to the exclusion and preemption of R.C. Chapters 9 and 153, which are hereby rendered inapplicable to all public works and improvements in the city except for R.C. 5719.042 and where otherwise specified within Chapter 34 of the Municipal Code.

PURCHASE OF SUPPLIES

§ 34.15 PAYMENT FOR SUPPLIES AND EQUIPMENT.

Whenever articles, commodities, supplies, materials, or equipment are purchased and delivered to the storerooms or warehouses of the city in anticipation of requisitions from the several departments, divisions, and it is impracticable at the time of delivery to apportion the cost thereof or any part of the cost to the several departments, divisions, and offices, payment shall be made from the city storeroom fund of the Department of Purchases and Supplies, to be

repaid by the several departments, divisions, and offices as they receive the supplies upon a requisition.

§ 34.16 ESTIMATES AND SUMMARY; AVAILABLE EQUIPMENT.

At the beginning of each year, and at such other times as contracts for supplies are to be let, the director of each administrative office shall submit to the Director of Finance an estimate of all articles, commodities, supplies, equipment, and materials anticipated to be needed by that department or office for its regular operation during the year. This estimate shall specify the quantity and character of each item needed. All estimates shall be transmitted to the Purchasing Agent, who shall prepare a summary statement which shows the total quantity estimates required by all departments and offices of each item of such articles, commodities, supplies, equipment, and materials. The estimates and the summary shall also show the amount of all articles, commodities, supplies, equipment, and materials estimated to be on hand or in stock in the departments and offices or in the city storerooms or warehouses, and the net quantity which it will be necessary or advisable to purchase during the ensuing year. The estimates and the summary shall also show the quantity, character, and estimated value of all articles, commodities, supplies, equipment, and materials or other property on hand in the several departments or in the storerooms and warehouses of the city, which are no longer usable or needed and which may be disposed of by the City as specified herein in Chapter 34 of the Municipal Code.

§ 34.17 PURCHASING CONTRACTS; BIDS.

At such times after the passage of the annual appropriation ordinance or after any preliminary appropriation ordinance has passed in accordance with sections 49 or 50 of the Charter, bids for purchase contracts covering all or any part of the requirements of such articles, commodities, supplies, materials, services, and equipment as the city may need during the year shall be received with or without advertising or otherwise as will permit which most benefit the city.

§ 34.19 PUBLICATION OF BIDS; EXCEPTIONS.

No purchase of goods, supplies, or services, or a contract for providing labor for any work under the supervision of streets or public service in excess of \$50,000 ~~\$25,000~~ shall be made until and unless a written contract authorized by the City Commission with the lowest and best bidder has been established after advertisement for not less than two nor more than four consecutive weeks ~~advertisement for bids has been published at least once, not less than 48 hours before the opening of bids in a newspaper of general circulation in the city or as provided in Section 7.16 of the Revised Code~~, all subject to section 46 of the Charter. However, advertisement shall not be required when:

- (A) Purchases are made by contract established pursuant to § 34.17;
- (B) In unforeseen emergencies, delay would result in the interruption of or detriment to the delivery of public services, as determined by the City Manager;
- (C) The purchase consists of supplies or a replacement or supplemental part or parts for a product or equipment owned or leased by the city and the only source of supply is limited to a single supplier;

(D) The purchase is from the federal or state government or agency thereof, or from any political subdivision;

(E) In the sound judgment of the Purchasing Agent, subject to approval of the City Manager, advertisement for bids for any specific purchase would not be of any material benefit to the city.

(F) The purchase consists of professional services for which no possible specifications for bids can be drawn, subject to approval by the City Commission.

(G) The purchase is from a joint purchasing program where the equipment, material, supply or service being purchased was obtained through a competitive sealed bidding process or a competitive sealed proposal process.

§ 34.20 EQUIPMENT HAVING STANDARD SPECIFICATIONS.

In advertising for bids for the furnishing of articles, commodities, supplies, materials, or equipment for which standard specifications have been adopted, it shall be sufficient to refer thereto by the general trade name and by citing the appropriate standard specification or specifications, and by stating that standard specifications may be examined at the office of the Purchasing Agent. The Purchasing Agent may require bidders to submit samples with their bids in cases in which it is practicable to do so.

§ 34.21 REQUISITIONS; FURNISHING ITEMS.

(A) Requisitions for articles, commodities, supplies, materials, or equipment by any department or office shall be addressed to the Purchasing Agent, approved by the director of the department or the head of the office, and if the department or office has available a sufficient appropriation balance in excess of all unpaid obligations sufficient to pay for the supply the Purchasing Agent shall either furnish the items requisitioned from the storerooms or warehouses of the city, procure them by purchase under a purchase contract previously made, or procure them by purchases in the market.

(B) Whenever any office or division of the city requires supplies or equipment which another office or division of the city is able to furnish, suitable requisition may be made, and the supplies or equipment may be furnished. In such cases bids need not be obtained. Apportionate charges and credits shall be made to accounts affected by this transaction.

§ 34.22 LOCAL PREFERENCE PURCHASING PROGRAM.

(A) *Definitions.*

(1) **COMMODITIES.** Goods that can be purchased from a manufacturer or their representative and which are purchased by the city in amounts greater than the amounts required to be bid in the Charter.

(2) **NON-PROFESSIONAL SERVICES.** Janitorial and general maintenance service orders including those for fleet management, buildings, and mowing. In addition, city printing

services would be included in this category. Any prevailing wage project would not be considered part of this definition.

(3) **CITY BIDDER/SUPPLIER.** A corporation, sole proprietorship, partnership, or joint venture who maintains a place of business within the corporate limits of the city as now established, or as hereafter established in the manner provided by law, and has filed or paid a payroll or earnings tax to the city in the most recent tax quarter. When proof of situs is required, the city bidder/supplier shall authorize the Department of Income Tax to release the necessary information.

(B) *Local preference.* In awarding purchase orders for commodities and non-professional services, the city may grant a local preference to city bidder/supplier within the city. In determining the lowest responsible bidder or supplier, a 5% local preference on all local bids exceeding the lowest, responsible, non-city bidder/supplier bids may be computed on the amount of the low bid meeting specifications by a non-city bidder/supplier. The preference may be applied up to a maximum of 5%, but not to exceed \$10,000.

(C) *Ties.*

(1) Ties between city bidder/supplier and one or more non-city bidder/supplier(s) meeting specifications shall be broken in favor of the city bidder/supplier.

(2) Ties between two or more city bidder/suppliers(s) meeting specifications will be broken through a coin toss method until the winner remains.

(D) *City Manager authorization.* The City Manager or his or her designee may promulgate rules and regulations to implement this section provided they are not inconsistent with the expressed provisions of this section.

(E) *Savings.* This section may be subject to the application of the laws of the state or the United States of America which may preempt all or a portion of this section.

(F) *Local preference certification and waiver form.*

(1) This section provides for a local preference in the purchase of commodities and non-professional services by the city.

(2) The rules and regulations adopted by the city of the administration of this section require that bidders claiming local preference complete the following form for each bid. Failure to properly complete and return this form may result in not being qualified to receive preference under this section.

PREFERENCE CLAIMED – City Bidder/Supplier

BUSINESS NAME: _____

STREET ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NO.: _____ FAX NO.: _____

FEDERAL I.D. NO.: _____

If incorporated. If a sole proprietorship, use Social Security Number of owner.

TESTIMONY AND AUTHORIZATION

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Piqua Department of Income Tax to provide proof of status pursuant to the Ordinance to the City of Piqua Department of Purchasing. In so doing, I authorize the Department of Income Tax to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Piqua and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. I further attest to the fact that the business concern is physically located within the Corporate limits and boundaries of the City of Piqua, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

Type or Print Agent Name

Agent Signature

Date

§ 34.23 JOINT PURCHASING PROGRAM.

(A) The City Manager is hereby authorized to participate in any joint purchasing program operated by or through a national or state association of political subdivisions in which the city is eligible for membership.

(B) Acquisitions of equipment, material, supplies, or services, through participation in joint purchasing program under division (A) of this section, is exempt from any advertisement and competitive bidding requirements otherwise required by law, if the contract in question was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within this state or in another state.

(C) The City Manager is hereby authorized to agree in the name of the City of Piqua to directly pay the vendor, under each such joint purchasing program contract in which it participates, for items it receives pursuant to the contract, and that the City Manager does hereby agree to directly pay the vendor.

(D) If the expenditure of funds for the purchase of equipment, material, supplies, or services under the proposal available through participation in a joint purchasing program exceeds the amount specified by ordinance for which such purchases or services may be

accomplished without advertisement and competitive bidding, such expenditure shall first be authorized and directed by ordinance.

SALE OF PROPERTY

§ 34.31 SALE AND DISPOSAL OF PROPERTY.

Under the power of local self-government conferred upon cities by Article IV of the Ohio Constitution and as a charter municipality under Article XVII of that Constitution, the City of Piqua has established the procedures described in this chapter for disposal of real and/or personal property interests, including money, in its possession. The custodial care of any such property interest and its disposal under this chapter shall be deemed to constitute a governmental function.

§ 34.32 PERISHABLE FOOD, FLAMMABLES, EXPLOSIVES, AND OTHER HAZARDOUS MATERIALS.

(A) If personal property which has been lost, mislaid, abandoned or stolen comes into the possession of the city, and if it is solid food or is a beverage (collectively referred to as "food") of such a nature that it will spoil if not used almost immediately ("perishable food"), the procedures of this section shall be followed instead of any other procedures described elsewhere in this chapter.

(B) If the city does not know the name or address of the owner of the perishable food, the city may proceed at once to use that food itself or may dispose of it by gift or other transfer to any person or entity, including but not limited to any non-profit organization, or may dispose of it as worthless rubbish.

(C) If the name or address of the owner of the perishable food is known, the city shall make an attempt to give telephone notification to the owner that the perishable food has been left in the possession of the city. If the city is not successful in giving such notice after three attempts within 24 hours or if the property is not taken away by the owners within 24 hours after the notice attempt concluded (or whatever lesser number of hours may be reasonable for notice and/or removal, based on the perishable nature of the food), the city may use that food itself or may dispose of it by gift or other transfer to any person or entity, including but not limited to any non-profit organization, or may dispose of it as worthless rubbish.

(D) The procedures listed in § 34.32 (A), (B), and (C) shall apply to flammables, explosives and/or other hazardous materials coming into the possession of the city.

§ 34.33 OPTIONAL PROCEDURE UNDER STATE STATUTE.

Personal property which has been lost, mislaid, abandoned or stolen and which has come into the possession of this city may be disposed by the city on the basis of an application for disposal of property filed with the municipal court of this county under R.C. Section 2981.11-.13, as those statutes may be revised and/or renumbered from time to time. In the alternative, this charter city may dispose of such property under other sections of this chapter, and/or such written internal control policy adopted relative to property approved by the Chief of Police without necessity of any court order or judicial proceeding.

§ 34.34 PROPERTY FOUND BY EMPLOYEES BELONGS TO THE CITY.

If personal property is found by an employee of this city during the course of his or her employment, that employee shall have a duty to deliver the property into the custody of this city; and any rights which might otherwise accrue to the finder of such property shall thereafter be deemed to belong exclusively to this city.

§ 34.35 SALE OR DISPOSAL OF SCRAP AND PERSONAL PROPERTY.

(A) **PERSONAL PROPERTY NOT NEEDED FOR PUBLIC PURPOSES.** Personal property, other than scrap, which is not needed for any of the departments of the city, may be disposed of as follows:

(1) By sale by sealed bid to the highest and best bidder, following notice on the city website and the public access station at least ten business days prior to the opening of bids.

(2) By live public auction.

(3) By internet auction. Notice of internet auction will be posted on the city website at least five calendar days prior to commencement of bidding.

(4) By sale, donation or agreement to another government jurisdiction without the requirement of competitive bidding.

(5) By trade-in for credit at the time of the purchase of replacement property, provided that trade-in value is established separately from the purchase price of the replacement property, and can be verified to represent fair market value for the traded property.

(6) By destruction upon the determination by the City Manager that the surplus property must be destroyed for public safety reasons.

(7) By donation to an appropriate charitable organization with the approval of the City Manager. No property shall be donated to the benefit of any private individual, private company or for-profit organization.

(B) **COMPUTER EQUIPMENT.** If the personal property is computer equipment which, in the judgment of the IT Director with approval of the City Manager, has no market value because of its age and/or obsolescence, the Purchasing Agent may dispose of such equipment as most beneficial to the City, including donation to a non-profit organization or by discarding such equipment.

(C) **SCRAP.** Personal property that has become unsuitable for use or personal property that has been condemned as useless by the City Manager or his or her designee shall be sold by the purchasing agent for the best price obtainable without advertising for bids.

(D) Any property donated shall be done so by written agreement that includes the proper release language as approved by the Law Director and the acceptance of the property in an "as is" condition.

§ 34.36 SALE OR LEASE OF CITY REAL ESTATE.

No real estate belonging to the city shall be sold or leased except in pursuance of a resolution passed by a majority vote of all members of the City Commission. This resolution shall contain the following.

- (A) The reason for selling or leasing the real estate;
- (B) Description of the real estate to be sold or leased;

(C) When real estate is to be leased or sold by the city to the United States Government; the State of Ohio (including any department or agency thereof) any political subdivision of the state; any nonprofit corporation, association, or organization; or any specific person or persons, firm or corporation if, in the sound judgment of the City Manager, the sale or lease would be in the best interest of the city, no advertising for bids shall be required, if the resolution provided for in this section so states.

§ 34.37 ADVERTISEMENT; REPORTING OF BIDS.

(A) Except for sales or leases provided for in division (C) of this section, when real estate is to be leased or sold by the city, the resolution provided for in § 34.36 shall be advertised, together with all pertinent matters, as in the case of other purchases and sales.

(B) The City Manager shall report to the Commission all bids received in the matter of the lease or sale of real estate, and shall take such action thereon as may be directed and authorized by ordinances of the City Commission. The City Manager shall sign all conveyances for the sale or leasing of real estate of the city.

(C) When real estate is to be leased or sold by the city to the United States Government, the state (including any department or agency thereof), any political subdivision of the state or to any nonprofit corporation, association, or organization, no advertising for bids shall be required if the resolution provided for in § 34.36 so states.

§ 34.38 DISPOSITION OF UNCLAIMED PROPERTY.

(A) Property that is abandoned and unclaimed for 90 days after being taken into custody by the city may be sold by the Chief of Police at public auction after giving due notice thereof by advertisement published weekly for three consecutive weeks. The Chief of Police may have the proceeds from this auction, in full or part, deposited into the Law Enforcement Trust Fund.

(B) In the alternative, the city may keep the property, or the Chief of Police may contribute proceeds, in full or part, from the auction (see division (A)) to a recognized citizens reward program for use exclusively for the payment of rewards or the Chief of Police may contribute the property to one or more public or nonprofit agencies (provided no part of the net income inures to the benefit of any private agency's shareholder or individual and no substantial part of the

agency's activities consist of promulgating propaganda or otherwise attempting to influence legislation or to one or more organizations satisfying IRC 501(c)(3) or (c)(19).

(C) This section shall not apply to property required for disposition pursuant to R.C. §2981.01 et seq. or other similar sections of the *Revised Code*, except as provided otherwise in this chapter.

(D) Bicycles that are abandoned and unclaimed for 60 days and have no value may be destroyed or otherwise disposed of by the Chief of Police without public sale.

(E) The Chief of Police or his/her designee shall determine any claimant's rights to possession of the abandoned or unclaimed property. If the claimant is dissatisfied with the decision of the Chief of Police or his or her designee, he or she may appeal the decision to the City Manager or his designee within 7 days of the decision. The City Manager and/or his or her designee shall hold a hearing within 14 days of receipt of the notice of appeal. The decision of the City Manager shall be final.

§ 34.39 DISPOSITION OF REAL AND PERSONAL PROPERTY WHICH HAS BEEN SEIZED BY AND/OR FORFEITED TO THE CITY.

(A) A person loses any right he or she may have to possession of property, which was the subject of an offense, was used in a conspiracy or attempt to commit an offense, or was used in the commission of an offense (other than a traffic violation) if the person was a conspirator, accomplice, or offender with regard to the particular offense. In addition, a person loses any right he or she may have had to possession of property when, on the basis of the nature of the property or the circumstances involved, it is unlawful for him or her to acquire or possess it. Any such property shall be deemed to have been forfeited to the city.

(B) Forfeited property in the custody of the city may be disposed of on the basis of an Application for Disposal of Property filed with the Municipal Court of this county under R.C. Section 2981.11-.12. In the alternative, this charter city may use any of the following procedures of disposal of such forfeited property, without necessity of any court order or judicial proceedings:

(1) Drugs of abuse, as defined in Ohio statutes, shall be destroyed, or placed in the custody of the Secretary of the Treasury of the United States for disposal or use for medical or scientific purposes under applicable federal law.

(2) Alcoholic beverages, as defined in Ohio statutes, shall be destroyed, or placed in the custody of the Ohio Department of Liquor Control for disposal.

(3) Firearms and dangerous ordnance suitable for police work may be retained by the city as its property for law enforcement purposes. All other firearms shall be disposed of under §34.33 and §34.38 above.

(4) Obscene materials shall be destroyed.

(5) Any other item of personal or real property forfeited under any law of the United States or the State of Ohio or ordinance of this city may be retained by the city for its own use.

If not so retained and if the optional procedure of disposal under state statute is not used (see division (B) of this section) the property shall be disposed of under § 34.33 or § 34.38 above.

§ 34.40 REIMBURSEMENT OF CITY EXPENSES.

The right of any owner or finder to claim possession of property pursuant to this chapter shall be conditioned upon reimbursement to the city by that person of all direct expenses incurred by the city for advertising, mailing of notices and for any transportation and storage fees paid to third persons in connection with the property involved.

LAND REUTILIZATION PROGRAM

§ 34.50 LAND REUTILIZATION PROGRAM ESTABLISHED.

(A) The City of Piqua hereby adopts the procedures set forth in R.C. Chapter 5722.

(B) The proper city officials are hereby authorized to take all necessary and proper actions to adopt and implement the procedures set forth in R.C. Chapter 5722 and the City Manager is directed to promulgate rules to set up a selection review committee, to delineate property selection and documentation criteria, to establish maintenance and reporting requirements, and to determine the length of time the city may own property for the program.

(C) The Clerk of Commission is hereby directed to transmit certified copies of this section to the County Auditor, the County Treasurer and the County Prosecutor, as provided in R.C. § 5722.02.

SECTION 2. All other sections of Chapter 34 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

1st Reading 11-06-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	AN ORDINANCE AMENDING CHAPTER 34 OF THE PIQUA MUNICIPAL CODE TO REFLECT CITY PROCEDURE AND CHANGES IN THE OHIO REVISED CODE		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director		
	Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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 type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>Chapter 34 of the Piqua Municipal Code governs bidding and contractual requirements. House Bill 509 became effective June 26, 2012, which amended Ohio Revised Code §735.05 to require contracts or expenditures in excess of \$50,000 to be authorized by municipal authority. Section 735.05 states in part:</p> <p>“The director of public service may make any contract, purchase supplies or material, or provide labor for any work under the supervision of the department of public service involving not more than fifty thousand dollars. When an expenditure within the department, other than the compensation of persons employed in the department, exceeds <i>fifty thousand</i> dollars, the expenditure shall first be authorized and directed by ordinance of the city legislative authority.” (Emphasis added)</p> <p>HB 509 amended the statutory amount from \$25,000 to \$50,000 for cities, townships, counties and the State government. This amendment makes the City’s ordinance with current statutory authority.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A	
	Expenditure \$:	N/A	
	Source of Funds:		
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Ordinance after three readings	
	2.	Reject the Ordinance and leave the approval amount at \$25,000	
	3.		
	4.		
PROJECT TIMELINE	Staff recommends three readings of the ordinance, which would make the Ordinance effective in line with a new budget year.		

STAFF RECOMMENDATION	Staff recommends approval of the Ordinance to make the City authority consistent with contractual authority throughout the State for all levels of government.
ATTACHMENTS	

ORDINANCE NO. 25-12

**AN ORDINANCE REPEALING SCHEDULE A OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES**

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: Schedule A of Chapter 33 of the Piqua Code, as adopted by Ordinance No. 20-10, is hereby repealed; and

SEC. 2: Schedule A of Chapter 33 of the Piqua Code (appended hereto as Exhibit "D") is hereby adopted;

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



Commission Agenda Staff Report

MEETING DATE	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 25-12 AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES		
SUBMITTED BY	Name & Title: Elaine G. Barton		
	Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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)	It has been several years (at least four) since the pay steps for the non-union positions covered by Schedule A have been increased. The unions have received increases as follows: AFSCME (Blue Collar) and AFSCME (Clerical) awarded 3.25% effective 10/1/12; IAFF (Fire Officers) and IAFF (Firefighters) awarded 3.25% effective 1/1/12; FOP (Patrol Officers) awarded 3% effective 3/1/12; FOP (Civilian) awarded 3% effective 1/1/12; and OPBA (Police Command Officers) awarded 3% effective 1/1/12. This Ordinance would increase the pay steps by 3.25% for all non-union positions which at this time represents 37 full-time employees.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated within the 2013 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 25-12	
	2.	Reject Ordinance No. 25-12	
	3.	Provide staff with alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	Adopt Ordinance No. 25-12 to increase the pay steps of non-union positions to allow these positions to keep pace with increases previously awarded to union employees.		
ATTACHMENTS	Schedule A		

Class Code	EFFECTIVE January 1, 2013 CLASSIFICATION/TITLE	PAY RANGE	SCHEDULE A			"Exhibit D"		
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Non-exempt positions: (hourly rate)								
105	Custodian	21	13.6396	14.3218	15.0372	15.7897	16.5791	17.4083
108	Administrative Secretary	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602
109	Human Resources Assistant	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602
110	Executive Secretary	36	18.4465	19.3683	20.3374	21.3535	22.4218	23.5427
112	Administrative Coordinator	36	18.4465	19.3683	20.3374	21.3535	22.4218	23.5427
113	Contract & Administrative Specialist	29	16.5014	17.3264	18.1927	19.1022	20.0571	21.0602
Exempt positions: (weekly salary)								
150	Acct. & Income Tax Mgr.	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98
153	Utility Billing Office Manager	50	1038.25	1090.17	1144.67	1201.92	1261.99	1325.09
155	Dir.of Finance & Inc. Tax. Admin.	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30
157	Purchasing Analyst II	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92
158	Purchasing Analyst I	43	809.88	850.38	892.90	937.54	984.42	1033.65
160	Law Director	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30
165	Human Resources Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
171	Community Development Director	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98
170	Development Program Manager	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
180	Economic Development Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
206	Engineering Technician IV	45	919.04	964.98	1013.22	1063.88	1117.07	1172.93
207	City Engineer	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
208	City Planner	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
209	Public Works Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
307	Director of Information Tech.	62	1350.84	1418.40	1489.33	1563.80	1641.95	1724.05
403	Golf Professional *	36	737.86	774.73	813.50	854.14	896.87	941.71
402	Recreation Coordinator	43	809.88	850.38	892.90	937.54	984.42	1033.65
404	Park/Recreation Manager	45	919.04	964.98	1013.22	1063.88	1117.07	1172.93
405	Park/Recreation Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
501	Health & Sanitation Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
504	Sanitarian II	44	896.90	941.75	988.84	1038.27	1090.19	1144.70
507	Sanitarian	43	809.88	850.38	892.90	937.54	984.42	1033.65
510	Code Enforcement Officer	43	809.88	850.38	892.90	937.54	984.42	1033.65
610	Police Chief	67	1827.07	1845.36	1863.81	1882.44	1901.26	1920.30
660	Fire Chief	67	1827.07	1845.36	1863.81	1882.44	1901.26	1920.30
705	Assistant Street Superintendent	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92
706	Street Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
810	Water Distribution Supervisor	44	896.90	941.75	988.84	1038.27	1090.19	1144.70
820	Water System Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
830	Storm Water Coordinator	46	941.73	988.81	1038.25	1090.17	1144.68	1201.92
845	Wastewater System Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
846	Underground Utilities Superintendent	51	1063.89	1117.08	1172.94	1231.59	1293.19	1357.82
848	Utilities Director	58	1240.21	1302.23	1367.32	1435.68	1507.48	1582.83
874	Power Plant Assistant Manager	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98
881	Associate Engineer	52	1090.65	1145.16	1202.44	1262.56	1325.71	1391.98
890	Power Distribution Manager	57	1231.58	1293.18	1357.81	1425.72	1497.01	1571.86
892	Electrical Engineer	62	1350.84	1418.40	1489.33	1563.80	1641.95	1724.05
893	Asst. Power System Director	65	1497.01	1571.86	1650.43	1732.96	1819.60	1910.59
894	Power System Director	70	1641.92	1724.02	1810.23	1900.75	1995.77	2095.58
895	Assistant City Manager	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30
896	Asst. City Manager/Development	67	1504.58	1579.84	1658.81	1741.74	1828.86	1920.30
897	Asst. City Manager/Administration	70	1641.92	1724.02	1810.23	1900.75	1995.77	2095.58
*	Plus 50% of net margin on all sales of golf accessories & mdse.							

ORDINANCE NO. 26-12

**AN ORDINANCE REPEALING SCHEDULE A-1 OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES**

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: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance
No. 14-11, is hereby repealed; and

SEC. 2: Schedule A-1 of Chapter 33 of the Piqua Code (appended hereto as
Exhibit "E") is hereby adopted;

SEC. 3: This Ordinance shall take effect and be in force from and after
January 1, 2012.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 26-12 AN ORDINANCE REPEALING SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.		
SUBMITTED BY	Name & Title: Elaine G. Barton		
	Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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)	The State of Ohio has increase minimum wage effective January 1, 2013 from \$7.70 per hour to \$7.85 per hour. This amounts to a 2% increase for those positions currently at minimum wage. As the pay rate for the positions on Schedule A-1 have not been increased in several years (except for minimum wage) a 2% increase has been applied to all positions.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated in the 2013 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 26-12	
	2.	Reject Ordinance No. 26-12	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	The pay rates for positions currently at minimum wage must be increased to the new minimum wage rate. As the other pay rates for positions listed on Schedule A-1 have not been increased in several years, it is recommended that Ordinance No. 26-12 be adopted so that the other positions can keep pace with those covered by minimum wage.		
ATTACHMENTS	Schedule A-1		



Department
of Commerce

NEWS RELEASE

John R. Kasich, Governor

David Goodman, Director
Department of Commerce

FOR IMMEDIATE RELEASE
SEPTEMBER 28, 2012

Contact: Dennis Ginty at (614) 644-9564

OHIO MINIMUM WAGE SET TO INCREASE ON JANUARY 1, 2013

Ohio's minimum wage is scheduled to increase on January 1, 2013 to \$7.85 per hour for non-tipped employees and to \$3.93 per hour for tipped employees, plus tips.

The 2012 Ohio minimum wage is \$7.70 per hour for non-tipped employees and \$3.85 for tipped employees, plus tips.

On January 1, 2013, the increased minimum wage will apply to employees of businesses with annual gross receipts of more than \$288,000 per year. The 2012 Ohio minimum wage applies to employees of businesses with annual gross receipts of more than \$283,000 per year.

The Constitutional Amendment passed by Ohio voters in November 2006 states that Ohio's minimum wage shall increase on January 1 of each year by the rate of inflation. The state minimum wage is tied to the Consumer Price Index (CPI) for urban wage earners and clerical workers for the 12-month period prior to September. This CPI index rose 1.7 percent from September 1, 2011 to August 31, 2012. The Amendment also states that the wage rate for non-tipped employees shall be rounded to the nearest five cents. The Constitutional Amendment is available at: www.legislature.state.oh.us/constitution.cfm?Part=2&Section=34a

For employees at smaller companies (with annual gross receipts of \$283,000 or less per year in 2012 or \$288,000 or less per year after January 1, 2013) and for 14- and 15-year-olds, the state minimum wage is \$7.25 per hour. For these employees, the state wage is tied to the federal minimum wage of \$7.25 per hour which requires an act of Congress and the President's signature to change.

Information on Ohio's 2013 minimum wage is available at
http://www.com.ohio.gov/laws/docs/dico_2013MinimumWageposter.pdf

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CLASSIFICATION/ TITLE	HOURLY RATE	
CLERK TYPIST (CO-OP STUDENT)	\$7.85	
CITY CLERK*	\$7.85	
CLERK TYPIST A	\$7.85	
CLERK TYPIST B	\$7.85	
RECORDS & DATA ENTRY CLERK	\$7.85	
ACCOUNT CLERK*	\$10.14	
SECRETARY I*	\$10.44	
SECRETARY II*	\$12.06	
ADMINISTRATIVE SECRETARY*	\$15.83	
ENGINEERING CO-OP I (STUDENT)	\$9.67	
ENGINEERING CO-OP II (STUDENT)	\$10.54	
ENGINEERING CO-OP III (STUDENT)	\$11.35	
ENGINEERING CO-OP IV (STUDENT)	\$12.21	
PLANNING TECHNICIAN	\$16.81	
INTERNS	7.85 to 12.61	
PARKING CONTROL OFFICER	\$8.08	
ANIMAL CONTROL OFFICER	\$7.85	
POWER DISTRIBUTION STOREKEEPER	\$15.76	
PLUMBING INSPECTOR	\$19.48	
CONSTRUCTION INSPECTOR	\$19.48	
PUBLIC HEALTH NURSE	\$19.48	
STREET SWEEPER	\$10.20	
LABORER A	\$7.85	
LABORER B	\$8.43	
LABORER C	\$9.36	
CUSTODIAN	\$7.85	
REFUSE COLLECTOR	\$7.85	
MAINTENANCE WORKER	\$7.85	
STREET DEPT. MAINTENANCE SUPV.	\$10.11	
SEASONAL GOLF COURSE MAINT. LABORER A	\$7.85	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER B	\$8.43	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER C	\$9.36	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER A	\$7.85	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER B	\$7.85	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER C	\$7.85	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT	\$7.85	plus free golf**
CART/RANGE ATTENDANT	\$7.85	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	\$7.85	plus free golf**
LIFEGUARD A	\$7.85	
LIFEGUARD B	\$7.85	
LIFEGUARD C	\$7.85	
TICKET WINDOW ATTENDANT A	\$7.85	
TICKET WINDOW ATTENDANT B	\$7.85	
HEAD TICKET WINDOW ATTEND. A	\$7.85	
HEAD TICKET WINDOW ATTEND. B	\$7.99	
RECREATION LEADER	\$7.95	
RECREATION ASSISTANT	\$7.85	
SPORTS INSTRUCTOR	8.80 to 17.61	
DANCE/FITNESS INSTRUCTOR	8.80 to 17.61	
POOL MANAGER	\$534.94	WEEKLY RATE
ASSISTANT POOL MANAGER A	\$369.60	WEEKLY RATE
ASSISTANT POOL MANAGER B	\$387.24	WEEKLY RATE
HEAD LIFE GUARD A	\$319.17	WEEKLY RATE
HEAD LIFE GUARD B	\$336.82	WEEKLY RATE
ASSISTANT LAW DIRECTOR	\$839.87	WEEKLY RATE

*These are confidential employees and are not in any bargaining unit.

**certain restrictions do apply - must work a minimum of 20 hours per week

ORDINANCE NO. 27-12

**AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 - INSURANCE
AND ENACTING A NEW CHAPTER 33.08 - INSURANCE OF THE PIQUA CODE,
RELATING TO EMPLOYEE POLICY**

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

SECTION 1: Existing Chapter 33.08 - Insurance of the Piqua Code is hereby
repealed;

SECTION 2: Chapter 33.08 - Insurance of the Piqua Code (appended hereto as
Attachment "A") is hereby enacted;

SECTION 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



Commission Agenda Staff Report

MEETING DATE	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 27-12 AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 – INSURANCE AND ENACTING A NEW CHAPTER 33.08 – INSURANCE OF THE PIQUA CODE RELATING TO EMPLOYEE POLICY		
SUBMITTED BY	Name & Title: Elaine G. Barton		
	Department: Human Resources Director		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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)	This Ordinance will set the health savings account (HSA) or health reimbursement account (HRA) contributions and the premium share for the City as well as for the non-union employees for the 2013 benefit year. The City will contribute 75% of the deductible (\$1,500 single/ \$3,000 family) into an HSA or HRA and will contribute 85% of the total cost of the plan leaving 15% for the employee to pay. The employee will be able to earn an additional contribution into their HSA or HRA by participating in certain wellness activities.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Funds budgeted in the 2013 appropriation	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve Ordinance No. 27-12	
	2.	Reject Ordinance No. 27-12	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2013		
STAFF RECOMMENDATION	Adopt Ordinance No. 27-12 to allow non-union employees to share in the health insurance costs at rate comparable to union employees.		
ATTACHMENTS	Chapter 33.08 - Insurance		

§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

The city will provide health insurance benefits including dependent coverage. The benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage.

(B) Employee HSA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2012 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the ~~2012~~ 2013 plan year, by funding the entire amount each year in January.

An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the activities below to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by UnitedHealthcare for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA (or HRA) account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on health insurance website	\$50	Eligible for reimbursement once each calendar year.

Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Annual Basic Physical	\$50	Eligible for reimbursement once each calendar year.
Cessation Program	\$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. For the 2012 2013 plan year, an employee will contribute 15% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by bi-weekly payroll deduction.

(E) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2012 2013) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed \$180,000) salary for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief.

('97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11; Am. Ord. 5-12, passed 2-21-12)

ORDINANCE NO. 28-12
AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2013

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

SEC. 1: That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2013</u> <u>APPROPRIATIONS</u>
<u>City Building</u>	
Operation and Maintenance	\$216,294
Allocated Expenses	(\$11,535)
TOTAL	\$204,759
<u>City Commission</u>	
Personal Services/Administrative Support	\$34,618
Operation and Maintenance	\$67,201
TOTAL	\$101,819
<u>City Manager</u>	
Personal Services/Administrative Support	\$233,484
Operation and Maintenance	\$30,465
Allocated Expenses	(\$193,210)
TOTAL	\$70,739
<u>Civil Service</u>	
Operation and Maintenance	\$350
TOTAL	\$350
<u>Engineering</u>	
Personal Services/Administrative Support	\$348,226
Operation and Maintenance	\$35,074
Allocated Expenses	(\$312,081)
TOTAL	\$71,219
<u>Finance</u>	
Personal Services/Administrative Support	\$495,788
Operation and Maintenance	\$29,483
Allocated Expenses	(\$363,802)
TOTAL	\$161,469
<u>Health</u>	
Personal Services/Administrative Support	\$256,465
Operation and Maintenance	\$100,056
TOTAL	\$356,521
<u>Law</u>	
Personal Services/Administrative Support	\$223,586
Operation and Maintenance	\$19,918
Allocated Expenses	(\$145,128)
TOTAL	\$98,376
<u>Income Tax</u>	
Personal Services/Administrative Support	\$185,126
Operation and Maintenance	\$177,329
Non Government/Transfers/Refunds	\$100,000
TOTAL	\$462,455
<u>Planning & Zoning</u>	
Personal Services/Administrative Support	\$188,011
Operation and Maintenance	\$80,228
Non Government/Transfers/Refunds	\$100
TOTAL	\$268,339
<u>General Government</u>	
Operation and Maintenance	\$220,658
Non Government/Transfers/Refunds	\$100
TOTAL	\$220,758
<u>Human Resources</u>	
Personal Services/Administrative Support	\$178,292
Operation and Maintenance	\$27,770
Allocated Expenses	(\$178,586)
TOTAL	\$27,476
<u>Purchasing</u>	
Personal Services/Administrative Support	\$83,109
Operation and Maintenance	\$5,017
Allocated Expenses	(\$86,021)
TOTAL	\$2,105

<u>Transfers</u>	
Transfer to NIT Fund 104	\$26,192
Transfer to Parks Fund 105	\$125,000
Transfer to Safety Fund 106	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$1,050
Transfer to Pro Piqua Fund 128	\$59,000
Transfer to Golf 409	\$225,000
Transfer to Ft. Piqua Plaza 410	\$200,000
Transfer to Swimming Pool Fund 415	\$105,000
TOTAL	\$4,291,242
TOTAL GENERAL FUND	\$6,337,627
SEC. 2: That there be appropriated from the STREET DEPARTMENT FUND (101)	
Personal Services/Administrative Support	\$924,943
Operation and Maintenance	\$1,536,735
Capital Outlay (including labor)	\$155,217
TOTAL	\$2,616,895
SEC. 3: That there be appropriated from the STREET INCOME TAX FUND (103)	
Operation and Maintenance	\$1,475,709
Capital Outlay (including labor)	\$4,608,000
Non Government/Transfers/Refunds	\$173,754
TOTAL	\$6,257,463
SEC. 4: That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)	
Personal Services/Administrative Support	\$7,144
Operation and Maintenance	\$95,199
TOTAL	\$102,343
SEC. 5: That there be appropriated from the PARK AND RECREATION FUND (105)	
Personal Services/Administrative Support	\$252,894
Operation and Maintenance	\$164,687
Capital Outlay (including labor)	\$100,237
Non Government/Transfers/Refunds	\$200
TOTAL	\$518,018
SEC. 6: That there be appropriated from the PUBLIC SAFETY FUND (106)	
<u>009 Fire Department</u>	
Personal Services/Administrative Support	\$3,103,332
Operation and Maintenance	\$457,305
Capital Outlay (including labor)	\$281,406
Non Government/Transfers/Refunds	\$73,293
TOTAL	\$3,915,336
<u>014 Police Department</u>	
Personal Services/Administrative Support	\$3,538,347
Operation and Maintenance	\$686,510
Capital Outlay (including labor)	\$45,000
Non-Government/Transfers/Refunds	\$17,794
TOTAL	\$4,287,651
TOTAL PUBLIC SAFETY	\$8,202,987
SEC. 7: That there be appropriated from the PIQUA TREE FUND (107)	
Operation & Maintenance	\$768
TOTAL	\$768
SEC. 8: That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)	
Operation & Maintenance	\$6,000
TOTAL	\$6,000
SEC. 9: That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)	
Operation & Maintenance	\$1,050
TOTAL	\$1,050
SEC. 10: That there be appropriated from the MANDATORY DRUG FINE FUND (111)	
Operation and Maintenance	\$3,000
TOTAL	\$3,000
SEC. 11: That there be appropriated from the CHIP 2010 FUND (112)	
Operation and Maintenance	\$35,000

TOTAL

\$35,000

SEC. 12:	That there be appropriated from the RENEW PIQUA FUND (114)	
	Operation and Maintenance	<u>\$12,814</u>
	TOTAL	\$12,814
SEC. 13:	That there be appropriated from the CHIP 2012 FUND (117)	
	Operation and Maintenance	<u>\$500,000</u>
	TOTAL	\$500,000
SEC. 14:	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)	
	Operation and Maintenance	<u>\$12,436</u>
	TOTAL	\$12,436
SEC. 15:	That there be appropriated from the POLICE AUXILIARY FUND (120)	
	Operation & Maintenance	<u>\$2,625</u>
	TOTAL	\$2,625
SEC. 16:	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)	
	Operation and Maintenance	\$19,000
	Capital Outlay (including labor)	<u>\$76,000</u>
	TOTAL	\$95,000
SEC. 17:	That there be appropriated from the WORKER'S COMP FUND (124)	
	Personal Services/Administrative Support	<u>\$270,000</u>
	TOTAL	\$270,000
SEC. 18:	That there be appropriated from the INSURANCE RESERVE FUND (125)	
	Operation & Maintenance	<u>\$313,000</u>
	TOTAL	\$313,000
SEC. 19:	That there be appropriated from the DEMOLITION DEFENSE FUND (126)	
	Non Government/Transfers/Refunds	<u>\$45,000</u>
	TOTAL	\$45,000
SEC. 20:	That there be appropriated from the PRO PIQUA FUND (128)	
	Operation and Maintenance	<u>\$59,000</u>
	TOTAL	\$59,000
SEC. 21:	That there be appropriated from the REVOLVING LOAN FUND (130)	
	Operation and Maintenance	<u>\$60,750</u>
	TOTAL	\$60,750
SEC. 22:	That there be appropriated from the BROWNFIELD EPA GRANT (131)	
	Operation and Maintenance	<u>\$548,000</u>
	TOTAL	\$548,000
SEC. 23:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)	
	Personal Services/Administrative Support	\$237,750
	Operation and Maintenance	\$76,417
	Allocated Expenses	<u>(\$314,167)</u>
	TOTAL	\$0
SEC. 24:	That there be appropriated from the FEMA FUND (139)	
	Personal Services/Administrative Support	<u>\$20,000</u>
	TOTAL	\$20,000
SEC. 25:	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)	
	Operation and Maintenance	<u>\$24,250</u>
	TOTAL	\$24,250

SEC. 26:	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)	
Operation and Maintenance		\$24,355
Non Government/Transfers/Refunds		<u>\$22,843</u>
TOTAL		\$47,198
SEC. 27:	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)	
Non Government/Transfers/Refunds		<u>\$506,538</u>
TOTAL		\$506,538
SEC. 28:	That there be appropriated from the SIB 25A NOTE '08 FUND (216)	
Non Government/Transfers/Refunds		<u>\$173,755</u>
TOTAL		\$173,755
SEC. 29:	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)	
Non Government/Transfers/Refunds		<u>\$8,463</u>
TOTAL		\$8,463
SEC. 30:	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)	
Non Government/Transfers/Refunds		<u>\$167,847</u>
TOTAL		\$167,847
SEC. 31:	That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249)	
Non Government/Transfers/Refunds		<u>\$40,625</u>
TOTAL		\$40,625
SEC. 32:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)	
Non Government/Transfers/Refunds		<u>\$132,823</u>
TOTAL		\$132,823
SEC. 33:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251)	
Non Government/Transfers/Refunds		<u>\$14,351</u>
TOTAL		\$14,351
SEC. 34:	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)	
Non Government/Transfers/Refunds		<u>\$303,393</u>
TOTAL		\$303,393
SEC. 35:	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)	
Non/Government/Transfers/Refunds		<u>\$50,463</u>
TOTAL		\$50,463
SEC. 36:	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)	
Non/Government/Transfers/Refunds		<u>\$2,180,000</u>
TOTAL		\$2,180,000
SEC. 37:	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)	
Non/Government/Transfers/Refunds		<u>\$1,236,000</u>
TOTAL		\$1,236,000
SEC. 38:	That there be appropriated from the SWIMMING POOL CONSTRUCTION FUND (323)	
Non Government/Transfers/Refunds		<u>\$40</u>
TOTAL		\$40

SEC. 39: That there be appropriated from the POWER SYSTEM FUND (401)

Personal Services/Administrative Support	\$2,196,121
Operation and Maintenance	\$25,256,024
Capital Outlay (including labor)	\$3,763,029
Overhead Transfers	(\$270,000)

TOTAL \$30,945,174

SEC. 40: That there be appropriated from the WATER SYSTEM FUND (403)

Personal Services/Administrative Support	\$1,284,569
Operation and Maintenance	\$2,105,459
Capital Outlay (including labor)	\$3,313,640
Non Government/Transfers/Refunds	\$147,164

TOTAL \$6,850,832

SEC. 41: That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	\$1,235,271
Operation and Maintenance	\$1,347,088
Capital Outlay (including labor)	\$1,277,000
Non Government/Transfers/Refunds	\$809,790

TOTAL \$4,669,149

SEC. 42: That there be appropriated from the GARBAGE AND REFUSE FUND (405)

Personal Services/Administrative Support	\$544,647
Operation and Maintenance	\$1,217,068
Capital Outlay (including labor)	\$171,500

TOTAL \$1,933,215

SEC. 43: That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)

Non Government/Transfers/Refunds	\$7,750,000
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TOTAL \$7,750,000

SEC. 44: That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)

Personal Services/Administrative Support	\$293,951
Operation and Maintenance	\$232,516
Capital Outlay (including labor)	\$150,000

TOTAL \$676,467

SEC. 45: That there be appropriated from the GOLF COURSE FUND (409)

Personal Services/Administrative Support	\$269,670
Operation and Maintenance	\$352,905
Non Government/Transfers/Refunds	\$167,648

TOTAL \$790,223

SEC. 46: That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Operation & Maintenance	\$300,100
Non Government/Transfers/Refunds	\$3,500

TOTAL \$303,600

SEC. 47: That there be appropriated from the STORMWATER UTILITY FUND (411)

Personal Services/Administrative Support	\$363,753
Operation and Maintenance	\$463,822
Capital Outlay (including labor)	\$520,000

TOTAL \$1,347,575

SEC. 48: That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$199,568
Operation and Maintenance	\$43,158
Allocated Expenses	(\$242,726)

TOTAL \$0

SEC. 49: That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)

Personal Services/Administrative Support	\$512,789
Operation and Maintenance	\$385,548
Non Government/Transfers/Refunds	\$5,000
Allocated Expenses	(\$903,337)

TOTAL \$0

SEC. 50:	That there be appropriated from the SWIMMING POOL FUND (415)	
	Personal Services/Administrative Support	\$92,691
	Operation and Maintenance	\$78,893
	Non Government/Transfers/Refunds	\$8,446
	TOTAL	\$180,030
SEC. 51:	That there be appropriated from the UNCLAIMED TRUST FUND (606)	
	Non Government/Transfers/Refunds	\$2,586
	TOTAL	\$2,586
SEC. 52:	That there be appropriated from the LAW ENFORCEMENT TRUST (609)	
	Non Government/Transfers/Refunds	\$12,500
	TOTAL	\$12,500
SEC. 53:	That there be appropriated from the CONSERVANCY FUND (611)	
	Operation and Maintenance	\$30,000
	TOTAL	\$30,000
SEC. 54:	That there be appropriated from the CITY HEALTH INSURANCE FUND (614)	
	Operation and Maintenance	\$105,000
	TOTAL	\$105,000
SEC. 55:	That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)	
	Administrative Support	\$225,000
	TOTAL	\$225,000
SEC. 56:	That there be appropriated from the WEED CUTTING FUND (735)	
	Operation and Maintenance	\$20,000
	TOTAL	\$20,000
SEC. 57:	That there be appropriated from the SAFETY EQUIPMENT REPLACEMENT FUND (809)	
	Non Government/Transfers/Refunds	\$301,500
	TOTAL	\$301,500

SEC. 58: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 59: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2013 when passed and legally contracted for in conformity by law.

SEC. 60: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2013; except those that are to be reimbursed by federal or state grant programs that were previously approved by this Commission.

SEC. 61: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-143-12

**A RESOLUTION OF INTENT TO VACATE
PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of a portion of platted public right of way known as Downing Street, as shown in Exhibit "A" attached hereto, has been filed with the Clerk of Commission;

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: This Commission hereby intends to vacate a portion of platted public right of way known as Downing Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

SEC. 2: 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

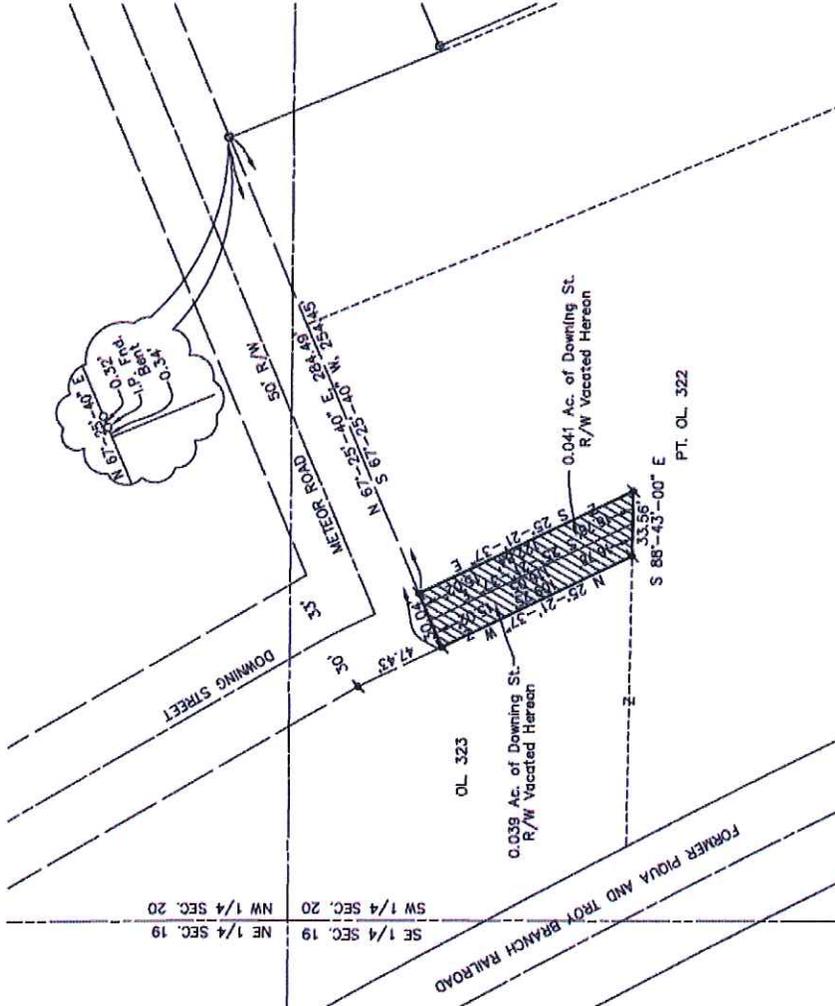
Item #7

MEETING DATE	November 20, 2012		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION OF INTENT TO VACATE PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input 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"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to vacate a platted portion of Downing Street right of way located south of Meteor Street. The subject right of way is not improved with transportation infrastructure nor is it essential to the public transportation system.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	Approving the resolution will forward the request to the Planning Commission for study and recommendation.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to declare intent to vacate and forward the item to the Planning Commission for consideration.	
	2.	Defeat the resolution and deny the request to consider the petition to vacate the subject right of way.	
PROJECT TIMELINE	Nov 20, 2012 – City Commission – Declare Intent to Vacate Dec 11, 2012 – Planning Commission – Public Hearing Dec 18, 2012 - City Commission – 1 st Reading Jan 15, 2013 – City Commission – 2 nd Reading Feb 5, 2013 – City Commission – 3 rd reading		

STAFF RECOMMENDATION	Approve the proposed resolution.
ATTACHMENTS	Petition to Vacate Public Right of Way

DOWNING STREET VACATION PLAT

PT. OL 322 & 323 INLOT Piquia City MIAMI OHIO COUNTY



THE BEARINGS ARE BASED ON NAD 83, GEOID 2003 OHIO SOUTH ZONE, COOT VRS CORS NETWORK



LEGEND

- 5/8" x 30" REBAR
- W/CAP SET
- IRON PIN FOUND
- ✱ MAG NAIL SET
- ✱ P.K. NAIL FOUND
- ⊗ IRON PIPE FOUND
- ⊗ RAILROAD SPIKE FOUND
- ⊗ POST FOUND
- ⊗ CONCRETE MONUMENT FOUND

DESCRIPTION:
BEING THE VACATION OF THAT PART OF DOWNING STREET RIGHT OF WAY LOCATED ADJACENT TO OUTLOTS 322 AND 323, AS SHOWN ABOVE, IN THE CITY OF PIQUIA OWNED BY HARTZELL FAN, INC. AS RECORDED IN DEED BOOK 956, PAGE 939.

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE SUBDIVISION HEREON PLATTED BASED ON AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

STEVEN E. BOMERSOX, P.S. #7059 DATE

PLAT BOOK PAGE
MIAMI COUNTY RECORDER'S RECORD
OF PLATS RECEIVED FOR RECORD THIS DAY
OF 20 AT M.
FILE NO. FEE \$
JOHN S. ALEXANDER, MIAMI COUNTY RECORDER
DEPUTY

TRANSFERRED THIS DAY
OF 20

MATTHEW W. GEARHARDT
MIAMI COUNTY AUDITOR
BY: DEPUTY AUDITOR

CITY OF PIQUIA PLANNING COMMISSION

THIS PLAT WAS INSPECTED AND APPROVED BY US THIS DAY
OF 20

CHAIRPERSON

PIQUIA CITY COMMISSION

THIS PLAT WAS INSPECTED AND ACCEPTED BY US THIS DAY
OF 20 ORD. #

CLERK

MAYOR

DEED REFERENCE
DEED BOOK 566, PAGE 939

- SURVEY REFERENCE
- REC. VOL. 3, PAGE 106
 - REC. VOL. 9, PAGE 71
 - REC. VOL. 11, PAGE 30
 - REC. VOL. 12, PAGE 146
 - REC. VOL. 13, PAGE 146
 - REC. VOL. 14, PAGE 13
 - LOT SURV. 9, PAGE 35
 - LOT SURV. 9, PAGE 64
 - LOT SURV. 9, PAGE 175
 - LOT SURV. 10, PAGE 199
 - LOT SURV. 12, PAGE 159
 - LOT SURV. 13, PAGE 146
 - LOT SURV. 18, PAGE 576
 - LOT SURV. 22, PAGE 168
 - LAND SURV. 8, PAGE 193
 - LAND SURV. 9, PAGE 19
 - LAND SURV. 14, PAGE 18
 - LAND SURV. 15, PAGE 167
 - LAND SURV. 17, PAGE 133
 - LAND SURV. 54, PAGE 71
 - FILE S-54

RIGHT OF WAY PLANS C.R. 25A
PIQUIA & TROY BRANCH
RAILROAD PROPERTY MAP

	DATE: 11-02-2012
	DRAWN BY: srb
	JOB NUMBER: MIAPIQ201201R
	SHEET NUMBER: 1 OF 1

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION
OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name Hartzell Fan, Inc. Phone # 937-615-3024

Applicant's Address 910 South Downing St., Piqua, OH 45356

2. Owner's Name Hartzell Fan, Inc. Phone # _____

3. Type of legal interest held by applicant Own all property adjacent

4. Location of Public Right-Of-Way Vacation request Short stub of half
the right-of-way of Downing Street south
of Meteor Road.

5. Describe the reason for the requested Vacation of Public Right-Of-Way

No longer serves any purpose and would not
be feasible to extend to connect with another street.

6. Property owners adjacent to Right-Of-Way to be vacated.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant [Signature] Date 8/10/12

*****OFFICE USE ONLY*****

\$100.00 Fee Paid \$100.00

Date Fee Paid 11-5-12

Receipt No. 206679

Res. No. _____

RESOLUTION NO. R-144-12

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH BURCH HYDRO, INC. FOR SERVICES OF THE WASTEWATER PLANT BIOSOLIDS REMOVAL AND LAND APPLICATION

WHEREAS, the City of Piqua Wastewater Plant currently disposes of its biosolids by land application at approved farm ground in the area; and

WHEREAS, a request for bids was published for biosolids removal for years 2013, 2014 & 2015 to be performed at the Wastewater Treatment Plant; and

WHEREAS, Burch Hydro, Inc. was the only bidder for said services; 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: A contract for said services is hereby authorized and approved for the pricing included in the Bid package presented;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from month to month 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.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	3 Year Contract Bid for Biosolids Removal and Application to approved site's, for the Wastewater Treatment Plant in 2013-2015.		
SUBMITTED BY	Name & Title: Dave Davis		
	Department: Wastewater Plant Superintendent		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input 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 (Includes description, background, and justification)	<p>The Wastewater Plant currently contracts with Burch Hydro to remove and apply Wastewater Plant Biosolids to OEPA approved farm grounds as a fertilizer. This service was put out for bid and bids received would perform the same services for the next 3 years at bid prices.</p> <p>Synagro was the previous service supplier for 6 years prior to Burch. As you can see in the attachments, Synagro chose not to bid along with another service supplier given bid documents.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Estimated \$ 163,674 (519.60per/dry/ton X 300+5%)	
	Expenditure \$:	Estimated 1 st year \$138,900 for 300 dry tons	
	Source of Funds:	Wastewater Plant Budget Revenues	
	Narrative:	This Bid was a 3 year award with a possible 3 year extension. This bid package is lower than current cost per dry ton removed by 12% 1 st year, 9.5% 2 nd year and 5.7% 3 rd year. Budgeted current rate with a 5% increase.	
OPTIONS (Include Deny /Approval Option)	1.	Approve and removal remains the same	
	2.	Deny and pay at least double for Landfill disposal rates if allowed to tip.	
	3.		
	4.		
PROJECT TIMELINE	This contract is for calendar year 2013, 2014 & 2015.		
STAFF RECOMMENDATION	It is recommended that we approve this contract with Burch Hydro, Burch has had no complaints in our Biosolids removal in the 6 years they have performed this task. They have adjusted to the recently approved Biosolids rule revisions approved by OEPA. We continue to see a professional product for our operational cost.		
ATTACHMENTS	Bid sheets, Letters from non bid contractors, Bid list, Bid Tabulation Sheet & Contract to be signed by both parties.		



October 4, 2012

Mr. David Davis, Plant Superintendent
City of Piqua Wastewater Treatment Plant
121 Bridge Street
Piqua, OH 45356

Re: Bid for Wastewater Plant Biosolids Removal and Land Application

Dear Mr. Davis:

Thank you for your Request for Bid #1223 for the City's Wastewater Plant Biosolids Removal and Land Application contract. Synagro Central, LLC regrets that we must return a "No Bid" at this time.

Having been in business for over 30 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. Please visit our website at www.synagro.com for information on our company's capabilities and the various services and solutions we provide our customers.

Please keep us on your bidders list for future projects.

Sincerely,

A handwritten signature in black ink that reads "Vince Bankoski /kw". The signature is written in a cursive style.

Vince Bankoski
Area Account Representative

VB:kw

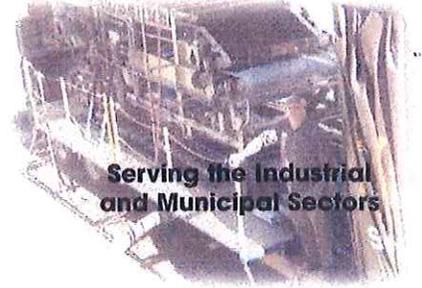


**Field Applicators and
De-watering Specialists**

Agri-Sludge, Inc.

8047 SR 754 • Shreve, Ohio 44676
Phone: 330-567-2500 • Fax: 330-567-2518
Website: www.Agri-sludge.com

Service is our Specialty



**Serving the Industrial
and Municipal Sectors**

October 4, 2012

City of Piqua Wastewater Plant
Superintendent's Office
121 Bridge Street
Piqua, OH 45356

Re: Wastewater Plant Biosolids Removal and Land Application

Please be advised, we are in receipt of your documents requesting a sealed bid Biosolids and Land applying for the City of Piqua.

We regret that we are unable to bid at this time.

It is our hope that we may continue to be notified of any upcoming bids in the future.

Respectfully,

Thomas W. Abraham
President

BID FORM

If BIDDER is:

An Individual

By: _____ Name: _____
(Signature) (Typed or Printed)

Federal I.D. Number: _____

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Title Date

SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____ 20____

Notary Public

A Partnership

(Partnership Name) (State of Formation of Partnership)

By: _____ Name: _____
(Signature of Authorized Partner—attach evidence of authority to sign) (Typed or Printed)

Business Address: _____

Phone No.: _____ Fax No.: _____

Federal I.D. Number _____

Title Date

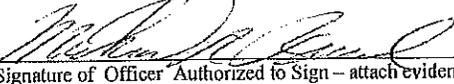
SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____ 20____

Notary Public

A Corporation

Burch Hydro Inc.
(Corporation Name)

Ohio
(State of Incorporation)

By:  Name: Michael R. Burch
(Signature of Officer Authorized to Sign - attach evidence of authority to sign) (Typed or Printed)

Business Address: 17860 Ankneytown Road, Fredericktown, OH 43019

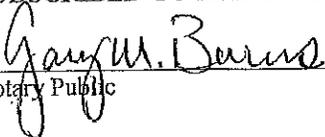
Phone No.: (740) 694-9146 Fax No.: (740) 694-4188

Federal I.D. Number: 31-0978934

President
Title

October 4, 2012
Date

SUBSCRIBED TO AND SWORN TO THIS 4th DAY OF October 2012


Notary Public

GARY M. BURNS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires June 8, 2013

PRICE BID

2013 - \$463.00 Price/per dry ton.

2014 - \$476.90 Price/per dry ton.

2015 - \$491.20 Price/per dry ton.



17860 Ankneytown Road
P.O. Box 230
Fredericktown, Ohio 43019-0230

Affiliate: Burch Hydro Trucking, Inc.

Phone (740) 694-9146
Fax (740) 694-4188
WWW.BURCHHYDRO.COM

**ACTION OF DIRECTORS WITHOUT MEETING OF
BURCH HYDRO, INC.**

January 01, 2012

The undersigned, being all of the directors of Burch Hydro, Inc., an Ohio corporation, hereby approve and adopt the following resolutions pursuant to Section 1701.54 of the Ohio Revised Code:

Resolved, that Michael R. Burch, President, is authorized and directed to prepare and submit bids or proposals to municipalities or other generators of waste or by-product materials in response to their requests for bids or proposals for the reuse or beneficial use or disposal of their waste or by-product materials.

Further Resolved, that Michael R. Burch, President is authorized and directed to execute a contract with the Municipalities or other generators of waste or by-product materials upon award of the bid or acceptance of the proposal.

IN WITNESS WHEREOF, we have hereunto subscribed our names as directors of the corporation.

Michael R. Burch

Patricia A. Burch

This is to certify that the foregoing is a true and accurate copy of a resolution adopted by all of the directors of the corporation in writing and without meeting and to further certify that the resolution is still in full force effect.

10-04-12
(Date)

Patricia A. Burch, Secretary

Bidder's List #1223:

1. Burch Hydro Inc.
17860 Ankneytown Rd.
Fredericktown, OH 43019-0230

2. Synagro
435 Williams Court, Suite 100
Baltimore, MD 21220

3. Agri-Sludge Inc.
8047 St Rt 754
Shreve, OH 44676

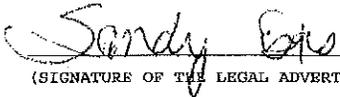
PROOF OF PUBLICATION
THE STATE OF OHIO } SS
MIAMI COUNTY }

PIQUA DAILY CALL

PO 00000000138
CITY OF PIQUA FINANCE DEPT
ACCTS. PAYABLE
201 W WATER ST
PIQUA OH 45356

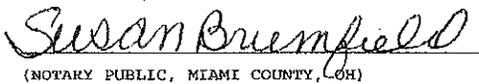
REFERENCE: 9317 00000000138
 2316249 BIOSOLIDS REMOVAL &

SANDY ESTES, BEING DULY SWORN, SAYS THAT
SHE IS THE LEGAL ADVERTISING CONSULTANT OF
THE PIQUA DAILY CALL, INC


(SIGNATURE OF THE LEGAL ADVERTISING CONSULTANT)

A NEWSPAPER PRINTED, AND OF GENERAL CIRCULATION,
IN SAID COUNTY, AND THAT A NOTICE OF WHICH THE
ANNEXED IS A TRUE COPY, WAS PUBLISHED IN SAID
PAPER ON 9/11 OF EACH WEEK FOR 2
WEEKS BEGINNING ON THE 7 DAY OF Sept 2012.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12
DAY OF Sept 2012.


(NOTARY PUBLIC, MIAMI COUNTY, OH)

PUBLISHED ON: 09/07 09/12

TOTAL COST: 368.50 AD SPACE: 11.000 INCH
FILED ON: 09/07/12

LEGAL NOTICE

Sealed bids for Biosolids Removal and Land Application for City of Piqua Wastewater Department will be received by the City of Piqua Wastewater Plant Superintendent, 121 Bridge Street, Piqua, Ohio, until 2:00 O'clock, P.M. on Thursday, October 4, 2012 at which time the bids will be publicly opened and read.

The Bidding Documents, which include Specifications and Bid Form, may be obtained at the City of Piqua Wastewater Department, 121 Bridge Street, Piqua, Ohio at no cost or downloaded from our web site at www.piquaoh.org.

Bids must be signed and submitted on City bid forms included in the bid package.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, and shall be accompanied by either a Bid Guaranty Bond, certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid.

Each Bid must contain the full name of the party or parties submitting the Bid and all persons interested therein.

No Bidder shall withdraw his Bid after the actual opening thereof.

The City reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be most favorable to the City.

Beverly M. Yount,
City Purchasing Analyst
City of Piqua, Ohio

Resolution No. R-2-12

9/7, 9/12/2012
2316249



SUSAN BRUMFIELD, Notary Public
In and For the State of Ohio
My Commission Expires Feb. 21, 2017
Recorded in Miami County

IFB for Wastewater Plant Biosolids Removal and Land Application
Opened October 4, 2012 at 2:00 p.m.

Year	Est. Qty	Burch Hydro Inc. Fredericktown, OH	Est. Totals
2013	300	\$ 463.00	\$ 138,900
2014	300	\$ 476.90	\$ 143,070
2015	300	\$ 491.20	\$ 147,360

price per dry ton

RESOLUTION NO. R-145-12

A RESOLUTION ACQUIRING THE SERVICES OF CDM SMITH TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT PLANT DETAILED DESIGN AND BIDDING PHASE, ENGINEERING SERVICES

WHEREAS, the Water System has purchased property on State Route 66 to build a new Surface Water Treatment Plant.

WHEREAS, qualifications were received on October 4, 2012 from three firms to provide design and bidding phase, engineering services associated with the construction of a new Treatment Plant.

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 design and bidding phase, engineering services is hereby awarded to CDM/Smith as the best, responsible proposer and the City Manager is hereby authorized to execute a contract with said proposer pursuant to contract specifications.

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$2,200,000.00.

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	November 20, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to CDM Smith for the Water Treatment Plant Detailed Design and Bidding Phase Engineering Services		
SUBMITTED BY	Name & Title: Don Freisthler, Water System Superintendent		
	Department: Water System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
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 checked="" type="checkbox"/> Other: Dave Burtner, Utilities Director
BACKGROUND (Includes description, background, and justification)	<p>During an annual survey in 2006 conducted by the Ohio EPA, they told us that we must evaluate the current Water Plant's ability to maintain compliance with new regulations. The City then had J&H evaluate the plant and they stated that it has outlived its useful life.</p> <p>The current plant also is in the flood plain of the Swift Run Lake making the site unable to be used for the location of the New WTP. A new site location was decided upon for the ease of connecting into our current system and out of the flood plain. Forty acres of land was purchased for the site of the new WTP.</p> <p>A study was done to see if the new Water Plant should treat ground water using membrane filter. Limited ground water was available and no sewers were available for reject water of 1 million gallons a day that would have caused the WWTP more flow issues. It was then decided to do a Surface Water Treatment Plant (SWTP). A preliminary design was done by CDM Smith for a surface water plant and has been approved by the EPA.</p> <p>A study was also done to see if a joint water plant with the City of Troy was feasible, the cost was prohibitive.</p> <p>The city went out for RFQ's and three firms responded; URS, Haysen & Sawyer and CDM Smith, all were interviewed. CDM Smith was selected and a contract has been submitted to Stacy Wall, Law Director for her review and a price was negotiated.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted:	\$2,200,000.00	
	Expenditure:	\$2,200,000.00	
	Source of Funds:	403-000-190-3990 Anticipate Borrowing	

	Narrative:	<p>Continuing with CDM Smith on the design of the new Water Treatment Plant will allow the project to continue in the most timely and efficient manner.</p> <p>The contract with CDM Smith consists of the Final Design Study and evaluation report, Detailed Design Plans that will be submitted to the state and any changes required to receive approval of the Detailed Design. This will also cover the bid documents and negotiations with the contractor.</p> <p>Part of the Final Study will include the feasibility of doing a partial treatment of the water going to the distribution system with a portable GAC unit. This would help keep us in compliance with the Ohio EPA, while the new plant is under construction. This will also show the Ohio EPA that we are doing everything possible to meet the new regulations.</p> <p>We must continue to stay focused on the new THM regulation that comes into effect October 2013. The deterioration of our current facility continues, as we now have to move the chemical storage area because of concrete deterioration</p> <p>The asset of having a new Water Treatment Plant will serve the City of Piqua for many years to come.</p>
OPTIONS (Include Deny /Approval Option)	1. 2. 3. 4.	<p>Approve and keep project on schedule</p> <p>Reject and encumber fines and penalties from the Ohio EPA, due to not being able to meet regulations</p>
PROJECT TIMELINE	<p>Award Design Contract.....November 20, 2012</p> <p>Begin Design.....December 1, 2012</p> <p>Complete Design (submit to Ohio EPA plan approval).....November 30, 2013</p> <p>Bidding.....March-April 2014</p> <p>Start Construction.....May 2014</p>	
STAFF RECOMMENDATION	The interview committee recommends awarding the design contract to CDM Smith for design and Bidding of the new Water Treatment Plant.	
ATTACHMENTS	Revised Schedule of Actual & Anticipated Capital Expenditures	

**AGREEMENT
BETWEEN
OWNER AND ENGINEER
WATER TREATMENT PLANT**

THIS IS AN AGREEMENT made as of _____, 2012 between the City of Piqua, Ohio ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER intends to design and construct a new water treatment plant (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- 2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction

standards which OWNER will require to be included in the Drawings and Specifications.

- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or non conformance in ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit C.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.
- 5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

- 5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.
- 5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.
- 5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.
- 5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) such limited license to OWNER shall not create any rights in third parties. Although ENGINEER may not have given verification, completion or adaptation, OWNER has no liability nor duty to indemnify ENGINEER for use by a third party when the record has been released or obtained pursuant to the Ohio Public Records Law.
- 5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the laws of the State of Ohio.

5.6 NOT USED.

5.7 NOT USED.

5.8 Successors and Assigns

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally

recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, as well as general commercial liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 aggregate. Such endorsement of the policy shall include the City of Piqua as an additional insured.

5.14 Discovery

ENGINEER shall be entitled to compensation for actual costs reasonably incurred in response to all requests for discovery from the OWNER only relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era.

Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event. Any additional expenditure above the total fee for basic services must be pre-approved by OWNER.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party

may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

by ENGINEER to OWNER pursuant to the terms of this Agreement.

- 6.1.6 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.1.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.1.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.
- 6.1.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.1.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No. to be determined) of the Engineers Joint Contract Documents Committee.
- 6.1.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

Exhibit A - Engineer's Services, Owner's Responsibilities, Time Period for Performance, Method of Payment, and Special Provisions.

Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative. RPR services are not included in this Agreement. The additional Scope of Services and fee for RPR services will be authorized at a later date, at or near the completion of the detailed design, by the OWNER as an Amendment to this Agreement.

Exhibit C - Fee Schedule for Professional Services

This Agreement (consisting of Pages 1 to 9 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: _____
Title: City Manager
Date: _____

By: _____
Title: Associate
Date: _____

Approved as to form:

By: _____
Title: City Law Director

Address for giving notices:
201 West Water St.
Piqua, OH 45356

Address for giving notices:
8805 Governor's Hill Dr.
Suite 305
Cincinnati, OH 45249

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(STUDY, REPORT, DESIGN AND CONSTRUCTION SERVICES)**

This is an exhibit attached to and made a part of the Agreement dated _____, 2012, between The City of Piqua, Ohio (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall::

- 1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.
- 1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.
- 1.1.4 Evaluate various alternate solutions available to OWNER as described herein, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.
- 1.1.5 Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.
- 1.1.6 Furnish the Report to and review it with OWNER.
- 1.1.7 Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein.
- 1.1.8 Submit the Report within the stipulated period indicated herein.

- 1.1.9 ENGINEER's Services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

- 1.1.10 The Report identified in 1.1.5 is a Preliminary Design Report (Report) that will finalize the basis of design for the Project. The Report will be submitted as part of the 30% complete design submittal. See paragraph 1.2.

The Report will include Technical Memoranda that will address specific unit processes and design alternatives. It is intended that these Technical Memoranda will be completed prior to the completion of the Report and will be included in the Report as appendices. The Technical Memoranda will address the following unit process or technology design alternatives:

1. Conventional pretreatment (mix, flocculation, and settling/softening tanks) versus a solids contact-type of clarifier.
2. Bulk storage of truck-delivered liquid sodium hypochlorite versus on-site generation of sodium hypochlorite.
3. Powder activated carbon (PAC) storage and feed facilities to determine the cost and benefits for including in the treatment scheme.
4. Great Miami River raw water intake to determine whether it can be incorporated into the project or if a new intake structure is required.

The Report will also include decisions regarding design preferences that will be presented and discussed during the Technical Memoranda Review Workshop. The design preferences will address the following:

1. Application points for all chemicals.
2. Flocculation equipment including vertical shaft versus horizontal shaft flocculators.
3. Clearwell design comparing cast-in-place concrete versus precast prestressed wire-wrapped concrete AWWA D-110 Type 3 construction.
4. Raw water, GAC feed, filter backwash, and high service pumps including horizontal versus vertical-type.
5. Wastewater disposal method including sanitary pump station location/force main and gravity sewer extension.

The Report will refine the details of the remaining plant and ancillary facilities including, sand filters, recarbonation basins, post-filter granular activated carbon (GAC) contactors and ancillary equipment, clearwells, fluoridation, disinfection and residuals management

for backwash wastewater and sludge.

The Report will include recommendations for final detailed design of a 6.75 mgd water treatment plant (WTP) that will be expandable to 9.0 mgd. The Report will specifically address these and other WTP improvements consistent with Ohio EPA's Approved Capacity Document dated March 2010 as follows:

1. Chemical Building to house the following chemicals and feed equipment:
 - a. Lime
 - b. Potassium permanganate
 - c. Ferric sulfate
 - d. Soda ash
 - e. Sodium hexametaphosphate
 - f. Sodium hypochlorite
 - g. Sodium hydroxide
 - h. Hydrofluosilicic acid
 - i. Carbon dioxide (housed outside of the Chemical Building)
 - j. Powdered Activated Carbon (PAC) (located outside Chemical Building)
2. Filter Building including the following facilities:
 - a. 4 Sand filters
 - b. 2 Filter backwash pumps
 - c. Filter air scour system
 - d. Blower room with 2 blowers for air scour
 - e. 6 Granular activated carbon (GAC) pressure filters
 - f. 4 GAC feed pumps
 - g. 4 High service pumps
 - h. Electrical room
 - i. Control room
 - j. Laboratory
 - k. Conference room
 - l. Kitchen/break room
 - m. Server room
 - n. Offices
 - o. Restroom facilities/Locker rooms
3. Other treatment process facilities
 - a. 2 Rapid mix chambers
 - b. 3 Flocculation basins
 - c. 3 Sedimentation basins
 - d. 2 Recarbonation basins
 - e. 2 Clearwells
 - f. 2 Backwash holding tanks with reclamation pumps
 - g. Sludge pumping to off-site processing
4. Off-site facilities including:
 - a. Raw Water Pump Station at Great Miami River (GMR)
 - b. Raw Water Pump Station at Gravel Quarry
 - c. Flow control structure at Swift Run Lake
5. Off-site piping including:
 - a. 2 24-in raw water pipelines from GMR Raw Water Pump Station to WTP
 - b. 1 12-in raw water pipeline from Gravel Quarry Raw Water Pump Station to GMR Raw Water Pump Station

- c. 2 24-in treated water transmission lines from new WTP to existing transmission mains at existing WTP
 - d. 1 6-in sludge pipe from WTP to existing Sludge Disposal Facility
 - e. Sanitary forcemain from WTP to City sanitary sewer
6. Building envelope materials and architectural treatments.
 7. Evaluation of geothermal heating and cooling for the Filter Building.
 8. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, interconnecting piping, on-site detention pond for stormwater drainage, and sanitary pump station.
 9. SCADA system for the WTP and system integration of remote facilities (sludge disposal facility, elevated water storage tanks, and two booster pump stations).
 10. Electrical service including connection to new primary electric service to be provided by OWNER at the new WTP site, electrical power feed to and between facilities, and standby power generator.

The Report shall not include analysis for the following items previously included in the Water Treatment Plant Planning and Preliminary Design Report dated August 2012, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER:

1. Analysis of current or historic WTP finished water data
2. Evaluation of treatment process alternatives other than the recommended alternative
3. Condition assessment of existing facilities, water mains, and/or other water system assets
4. Other facilities not identified under paragraph 1.1.10
5. Evaluation of alternative sludge disposal or dewatering practices and/or techniques

1.2 Design Phase

- 1.2.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute).
- 1.2.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.2.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.2.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

- 1.2.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.2.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

- 1.2.7 Project Management and Meetings – ENGINEER will perform necessary project management and oversight during the Report and Detailed Design phase, prepare monthly invoices, coordinate subcontractor payments, and perform other necessary project-related administrative tasks. ENGINEER will attend meetings, listed below, to facilitate Report and design review by the OWNER and other stakeholders during the Report and detailed design process. ENGINEER will submit three copies of submittal documents to the OWNER ahead of the meetings for review. All workshops and progress review meetings will be held at ENGINEER's office.

- Project Quality Management (PQM) Workshop/Kickoff Meeting
- Technical Memoranda Review Workshop
- 30% Design Progress Meeting
- Presentation of Report to City Commission
- 60% Design Progress Meeting
- 90% Design Progress Meeting
- Meeting with Ohio EPA/DEFA
- Presentation of completed Project Design to City Commission

- 1.2.8 Detailed Design – ENGINEER will prepare the Detailed Design based on the accepted Report that involves preparation of Contract Documents. Detailed Design shall be in accordance with Ohio EPA's Approved Capacity Document requirements and "Recommended Standards for Water Works (Ten States Standards)". Two sets of Contract Documents will be prepared, one for the WTP and off-site pump stations and control structure, and one for the off-site pipelines. The Contract Documents will consist of Contract Drawings and Project Manual as follows:

Contract Drawings: Contract Drawings will show the general scope, extent and character of the work to be performed by Contractors. The Drawings will include all usual and necessary civil, sanitary, structural, mechanical, electrical and instrumentation features of the project. Drawings will be prepared using 3D/4D design, compatible with AutoCAD Version 2012 and shall be standard D-size sheets (22-inch x 34-inch).

Project Manual: The Project Manual will include the advertisement for bids, instructions to bidders, bid form, bonds, agreement forms, conditions of the contract, and detailed technical specifications, all subject to approval of OWNER's legal counsel. The specifications will set forth the kind and quality of various materials to be

placed into the construction, the type, capacity, operating requirements, and efficiency of all equipment and auxiliaries, pertinent tests and guaranties to be met, and similar information needed to assure competitive bids for the construction of the Project. The Project Manual will be prepared using ENGINEER's standard documents customized to meet the specific requirements of the Project.

1.2.8.1 ENGINEER will contract with a geotechnical engineering firm to perform geotechnical exploration at the WTP and evaluate general subsurface conditions at proposed areas of new construction as identified by the ENGINEER. These soil borings will be in addition to and supplement the borings that the OWNER obtained during preparation of the Planning and Preliminary Design Report. It is expected that there will be a maximum of 24 borings for the new WTP facilities, 18 borings for the off-site pipelines, and 4 borings for the Raw Water Pump Stations and Flow Control Structure.

1.2.8.2 ENGINEER will contract for professional surveying services to perform property records research and a topographic corridor survey along the proposed alignment for design of all off-site pipelines, pump stations, and flow control structure. The survey will include sufficient boundary references found in the field and correlated to property records such that easement exhibits can be produced and supplied to the OWNER for easement acquisition. The Scope of Services and total fee assumes that a total of 15 easements will be necessary; of which a deliverable including a graphical exhibit of the parcel/proposed easement accompanied by a metes and bounds description. Easement negotiations by the ENGINEER is not included.

1.2.8.3 Civil Design - ENGINEER's civil design services for the Project will include preparation of Contract Documents for site paving, grading and drainage, demolition of existing Filter Backwash diversion structure, fencing, landscaping, proposed piping plan, and vehicular/equipment access as well as locations of new WTP structures including provisions for future expansion to a maximum capacity of 9.0 mgd.

1.2.8.4 Mechanical Design - ENGINEER will prepare Contract Documents for necessary mechanical equipment such as valves, piping, process equipment, chemical storage and feed equipment, finished water pumps, backwash pumps, air scour blowers and ancillary facilities identified in the Report.

1.2.8.5 Structural Design – ENGINEER's structural design services will include preparation of Contract Documents for all concrete structures such as the cast-in-place treatment plant tankage, building foundation, and slabs on grade, and structural steel framework for the building superstructure. The structures will be designed to allow for future expansion to increase the treatment plant capacity.

1.2.8.6 Architectural Design – ENGINEER will prepare Contract Documents for the WTP and pump station buildings that will depict the exterior elevations and interior finishes, door and window schedules, signage, wall sections and details, roof details, skylights, door hardware, and casework. A 3D rendering will be prepared of the front of the Filter Building for display to the public after the 60% design submittal.

1.2.8.7 Building Mechanical Design – ENGINEER will prepare Contract Documents for heating, ventilation, and air conditioning systems for the new WTP and new Pump Stations. Contract Documents will include ventilation schedules, systems diagrams and mechanical plans for process area heating and ventilation equipment, laboratory air conditioning equipment, office air conditioning equipment and employee facilities air conditioning equipment.

1.2.8.8 Plumbing and Fire Protection Design – ENGINEER will prepare Contract Documents for plumbing systems at the new WTP and new Pump Stations. ENGINEER will prepare Contract Documents identifying fire protection design and installation criteria for fire protection systems for the Chemical Building and Filter Building. Contract Documents will include plumbing diagrams, potable water systems, protected water systems, laboratory water systems, laboratory gas systems, laboratory acid waste systems, sanitary systems, sump pump discharge systems, storm water systems and natural gas systems.

1.2.8.9 Electrical Design – ENGINEER will prepare Contract Documents for electrical modifications including a new electrical service for the WTP relying on OWNER supplied transformer(s) and service entrance to the new site. Contract Documents will include single line diagram, wiring diagrams, site electrical plan, lighting plans, and electrical plans for treatment units, pumps and blowers, and self-contained generator and fuel storage.

1.2.8.10 Instrumentation Design – ENGINEER will prepare Contract Documents for necessary instrumentation for the Project to monitor and control key parameters such as flow, level, and alarms for the new facilities. Instrumentation design will also include design modification for integration of the existing SCADA monitoring and control system for the existing remote facilities (sludge disposal facility, elevated water storage tanks, and pump stations). Contract Documents will include system architecture for internal WTP and external remoter sites, P&IDs, instrument installation details, control panel layouts including front panel, sub panel and internal panel elementary wiring schematics, instrumentation specifications including device schedules and I/O list with control narrative based on the ENGINEER performing non-packaged imbedded PLC/OIT programming and all SCADA/HMI configuration and programming as part of the construction phase services amendment.

1.2.8.11 Cost Estimating – ENGINEER will utilize its in-house cost estimating staff to develop the Engineer's Opinion of Probable Construction Cost at the 30%, 90%, and 100% complete design stages. ENGINEER will advise the OWNER on relative cost difference for certain facility features so the OWNER can make informed decisions about desired features, their benefit, and cost.

1.2.8.12 Regulatory Approvals – ENGINEER will submit the final Contract Documents to Ohio EPA for review and approval. ENGINEER will also prepare a Notice of Intent for an NPDES General Permit for Stormwater Associated with Construction Activity. ENGINEER will also submit a Permit to Install (PTI) application to Ohio EPA for the proposed sanitary pump station and force main. ENGINEER will also assist OWNER to apply for Nationwide Permit 12 from the US Army Corps of Engineers for the Section 401 permitted crossing of the Swift Run Lake outfall stream and of the Great Miami River, if required.

ENGINEER assumes the selected contractor(s) will apply for other permits necessary for construction activities, such as building permits and electrical permits. OWNER will be responsible for all associated plan review and permit fees.

1.2.8.13 Ohio EPA/DEFA Assistance – ENGINEER will assist OWNER in submitting all documentation needed for the technical requirements portion of submittals to Ohio EPA Division of Environmental and Financial Assistance (DEFA) to seek funding for the Project under the Water Supply Revolving Loan Account (WSRLA). ENGINEER will attend one meeting with OWNER and others to address application and technical support issues.

1.2.8.14 ENGINEER will prepare for OWNER submittal payment requests to Ohio EPA for ENGINEER invoices, if required.

1.2.8.15 The Detailed Design will not include the following items:

1. Detailed flood studies for the existing plant site
2. Design of treatment process alternatives
3. Pretreatment Facility
4. Residuals Solids Handling Facility
5. Garage/Maintenance Facility
6. WTP capacity expansion above 6.75 mgd
7. Future WTP facilities
8. New River intake structure
9. Demolition of the existing WTP

1.3 Bidding or Negotiating Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.3.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.3.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.3.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.3.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.3.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

- 1.3.6 ENGINEER will assist the OWNER in soliciting bids from contractors to receive competitive bids for the Project. The two parts of the Project – WTP and pump stations and the off-site pipeline work will be bid at the same time. ENGINEER will perform the following subtasks for the bidding phase:

1.3.6.1 Distribute Bidding Documents – Assist the OWNER in distributing Bidding Documents to prospective Bidders, plan rooms, and other interested parties through the use of a third party reproduction firm. ENGINEER will provide digital copy of documents to a reproduction firm who will sell and distribute Bidding Documents to interested parties.

1.3.6.2 Pre-bid Meeting – Attend and assist in conducting a pre-bid meeting. The meeting agenda and minutes will be provided by ENGINEER for issuing to all plan holders as an addendum to the Bidding Documents.

1.3.6.3 Respond to Bidders' Questions – Respond to Bidders' questions regarding the Project as they arise during the bidding phase. Questions pertaining to material changes or requiring clarification of the Bidding Documents will be included in an Addendum.

1.3.6.4 Addenda – Prepare up to three addenda to clarify Bid documents, make corrections, and provide additional information (e.g. pre-bid meeting minutes) and distribute copies to plan holders.

1.3.6.5 Attend Bid Opening – ENGINEER will attend the bid opening with the OWNER to open and record bid results.

1.3.6.6 Evaluate Bids – Tabulate and evaluate bids received and make a recommendation to OWNER for award of construction contracts.

1.3.6.7 Attend City Commission Meeting – Assist in award of the construction contracts for the Project.

1.3.6.8 Assistance with OEPA/DEFA documentation – Coordinate with OWNER, contractors and OEPA/DEFA for documenting contractor compliance with funding agency requirements.

1.4 Construction Phase

ENGINEER's services during the Construction Phase including General Services, Resident Project Representation (RPR) Services, Applications Engineering Services, and preparation of an Operations and Maintenance Manual is not part of this Agreement. Additional Scope of Services and fee for Construction Phase, RPR, Applications Engineering Services, and preparation of an Operations and Maintenance Manual will be authorized at a later date, at or near the completion of the detailed design services, by the OWNER as an Amendment to this Agreement.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 The services of an independent testing laboratory to perform all inspections, tests and

approvals of samples, materials and equipment;

- 2.1.3 Appropriate professional interpretation of all of the foregoing;
- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
 - 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
 - 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
 - 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
 - 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
 - 2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
 - 2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
 - 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
 - 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- 3.0 TIME PERIOD FOR PERFORMANCE
The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

Task	Time Duration (weeks after Notice to Proceed)
PQM Workshop/Kickoff Meeting	1
Submit 30% Deliverable	17
Submit 60% Deliverable	30
Submit 90% Deliverable	43
Complete Final Design	52
Submit Ohio EPA Plan Approval Application and other Permit Applications	52
Receive Ohio EPA Approval	65*

* ENGINEER cannot control review time of regulatory agencies and provides this estimated time as a guideline only.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

Invoices will be submitted monthly and will be based on billing rates for ENGINEER staff established in Exhibit C attached to this Agreement, subject to the rate adjustment clause in the Exhibit C. The total fee for the basic services shall not exceed \$2,200,000 without written authorization from the OWNER.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None

**EXHIBIT B
TO AGREEMENT BETWEEN
ENGINEER AND OWNER**

**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT
REPRESENTATIVE**

RPR services are not included in this Agreement. The additional scope of services and fee for RPR services will be authorized at a later date, at or near the completion of the detailed design, by the OWNER as an Amendment to this Agreement.

**EXHIBIT C
CDM SMITH INC.
FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

1. ENGINEER shall be compensated for services performed based on the following hourly billing rates:

<u>LABOR CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES</u>	
Professional I	\$105.00
Professional II	\$130.00
Senior Professional	\$150.00
Principal	\$175.00
Associate/Officer	\$240.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
Technician	\$75.00
Drafter	\$100.00
Senior Drafter	\$120.00
<u>FIELD SERVICES</u>	
Professional	\$100.00
Senior Professional	\$125.00
<u>PROJECT SUPPORT SERVICES</u>	
Project Administration	\$90.00

2. Direct Costs:

In addition to the above rates, OWNER will reimburse ENGINEER for the direct costs applicable for this project as listed below.

All expenses incurred for this project from outside vendors will be invoiced at cost plus 10 percent to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing supplies; equipment; special insurance, licenses; permits; or subcontractors.

Contract employees will be invoiced at cost plus 50 percent to cover overhead costs associated with office support. Total rate for services of contract employees shall not exceed the hourly billing rate of comparable, full-time ENGINEER staff.

ENGINEER's in-house services will be invoiced at the following rates:

Transportation - at Federal Rate for personal or company-owned vehicles.

Reproduction:

\$0.10/copy for standard page-sized documents

\$1/copy for blueprints

\$2/copy for sepias

\$10/copy for Mylars

\$6/sheet for CADD Vellum

\$16/sheet for CADD Mylars

Laboratory - Unit prices for sample testing, handling, and storage will be established for individual assignments, if appropriate.

Equipment - A schedule of usage rates for specialty equipment will be established for field assignments, if appropriate.

3. In the event that performance of the services under this Agreement is delayed past December 31, 2013, for reasons beyond the control of ENGINEER or because the scope of such services is changed, the amounts set forth herein shall be subject to adjustment.

