

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 5, 2013
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 January 15, 2013 Regular City Commission Meeting
2. **RES. NO. R-11-13**
A Resolution accepting the resignation of Denise Uhlenbrock as a member of the Park Board
3. **RES. NO. R-12-13**
A Resolution reappointing a member to the Miami Valley Regional Planning Commission
4. **RES. NO. R-13-13**
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission
5. **RES. NO. R-14-13**
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

OLD BUSINESS

6. **ORD. NO. 30-12 (3rd Reading)**
An Ordinance to vacate a portion of public right-of-way
7. **ORD. NO. 1-3 (2nd Reading)**
An Ordinance amending Chapter 55.31 – Storm Water Fees, established of the Piqua Municipal Storm Water Management
8. **RES. NO. R-157-12 (Tabled – 12/18/2012)**
A Resolution approving a contract with EFACEC/ACS INC. to design, install and maintain a fiber optic network for supervisory control and data acquisition (SCADA) connectivity to electric substations and other municipal sites

NEW BUSINESS

9. **ORD. NO. 2-3 (1st Reading)**
An Ordinance amending Chapter 32, Sections 32.016 and 32.061, of the Piqua Municipal Code to reflect meeting requirements

10. RES. NO. R-15-13

A Resolution awarding a contract for the purchase of transformers for the Power System

11. RES. NO. R-16-13

A Resolution authorizing a contract with CDM-Smith to perform professional engineering services for a High Rate Treatment System Pilot study at the Wastewater Treatment Plant

12. RES. NO. R-17-13

A Resolution authorizing a contract with Kruger Inc. to provide a High Rate Treatment Pilot Unit and Operator

13. RES. NO. R-18-13

A Resolution authorizing an application to the Ohio Department of Natural Resources for funds from the Recreational Trails Program for the restoration of portions of the Great Miami River Recreational Trail

14. RES. NO. R-19-13

A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the Safe Routes to School (SRTS) Infrastructure Projects

15. RES. NO. R-20-13

A Resolution awarding a contract to Demmy Sand & Gravel, LLC for the construction of the US Route 36 Water Main Extension project

16. RES. NO. R-21-13

A Resolution authorizing a purchase order to Piqua Materials, Inc. as a supplier of stone and cold patch for the 2013 Street and Alley Maintenance program

17. RES. NO. R-22-13

A Resolution authorizing a purchase order to Barrett Paving Materials Inc. as the primary supplier, and Valley Asphalt Corporation as the secondary supplier of hot mix for the 2013 Street and Alley Maintenance program

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

COMMISSIONERS COMMENT

ADJOURNMENT

REVISED

MINUTES PIQUA CITY COMMISSION Tuesday January 15, 2013 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. Also in attendance Trustee Hiegel, Trustee McMaken, and Trustee Holfinger. Absent: None.

PRESENTATION: DR. MARTIN LUTHER KING, JR. DAY-COMMUNITY EVENT
Ms. Leesa Baker, YWCA Executive Director

Ms. Baker gave a brief overview of the Martin Luther King Jr. Day program and invited everyone to attend. Ms., Baker thanked the City of Piqua for promoting the program on the City web site.

PROCLAMATION: CELEBRATING CATHOLIC SCHOOLS WEEK IN PIQUA

Mayor Fess read the proclamation and presented it to Sister Mary Alice.

Sister Mary Alice thanked the City of Piqua for the proclamation, and invited citizens to stop in at any of the Catholic School campus for a visit.

GOVERNMENT ACADEMY GRADUATES

City Manager Huff read the names of the Government Academy Graduates as they came forward to receive a certificate and an academy shirt. Graduates include:

Peggy Brading	Joe Simmons
Myrna Cantrell	Lloyd Smith
Jessica Dunn	Virginia Smith
Regina Favorite	Edna Stiefel
Dick Feightener	Steve Stiefel
Marcia Garrett	Jonathan Wessel
Carol Hogston	Lorie Wion
David Humerickhouse	Pete Wolf
Jim Mauk	Sandy Wolfe
Cindy Pearson	Joe Wright
Kathy Sherman	Ken Wright
Jennifer Siders	Rodney Young

City Manager Huff stated this is the second class of the Government Academy students who have come forward to learn how the City Government works. This class has been a very inquisitive group, stated City Manager Huff.

Development Program Manager Bill Lutz lead the class through the 13 week course and announced the next Government Academy Class will begin on March 7, 2013 and invited citizens to sign up.

Mayor Fess congratulated the members of the Government Academy stating they were all very excited about participating in the Academy, and she is looking forward to having them serve in various capacities within the city in the future.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

Consent Agenda

Approval of the minutes from the January 3, 2012 Joint Meeting of the Washington Township Trustees and Piqua City Commission.

Moved by Commissioner Martin, seconded by Commissioner Vogt to approve the minutes of the Joint Meeting of the Washington Township Trustees and the Piqua City Commission. Voice vote, Aye: Martin, Wilson, Terry, Vogt, Fees, Hiegel, McMaken, and Holfinger. Nay, None. Motion carried unanimously.

NEW BUSINESS

RES. NO. R-1-13

A Resolution reappointing a member to the Board of Trustees of Forest Hill Union Cemetery

City Manager Huff stated Resolution No. R-1-13 reappoints Harlen Smoot to the Board of Trustee of Forest Hill Union Cemetery for a three year term to expire on December 31, 2015.

Moved by Commissioner Vogt, seconded by Trustee Holfinger, that Resolution No, R-1-13 be adopted. Voice vote, Aye: Fess, Terry, Martin, Wilson, Vogt, Holfinger, McMaken, and Hiegel. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-1-13 adopted.

Mayor Fess stated she has served with Mr. Smoot on the board, and he takes his position very seriously. Mayor Fess further stated she appreciates his work on the Board of Trustees of the Forest Hill Union Cemetery.

Moved by Trustee.Hiegel, seconded by Commissioner Vogt to adjourn from the Joint Meeting with the Washington Township Trustees and the Piqua City Commission. Voice vote, Aye: Vogt, Martin, Terry, Fess, Wilson, Holfinger, Hiegel, and McMaken. Nay: None. Motion carried unanimously.

REGULAR CITY COMMISSION MEETING

EXECUTIVE SESSION

Move to Executive Session to consider pending or imminent litigation and to consider the purchase or sale of property for public purposes

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn into Executive Session at 7:47 P.M. Roll call, Aye: Fess, Martin, Vogt, Wilson, and Terry. Nay, None.

Moved by Commissioner Vogt, seconded by Commissioner Wilson, to adjourn from Executive Session at 8:05 P.M. Voice vote, Aye: Martin, Wilson, Fess, Terry, and Vogt. Nay: None.

Consent Agenda

Approval of the minutes from the December 18, 2012 Regular Piqua City Commission Meeting

Moved by Commissioner Martin, seconded by Commissioner Wilson, to approve the Consent Agenda. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously.

OLD BUSINESS

ORD. NO. 30-12 (2nd READING)

An Ordinance to vacate a portion of public right-of-way

City Planner Chris Schmiesing explained this property is a platted portion of Downing Street right of way located south of Meteor Street, and is not essential to public transportation. The Planning Commission has reviewed this and unanimously approved the vacation of this portion of public right-of-way, stated Mr. Schmiesing

Ordinance No. 30-12 was given a second reading.

NEW BUSINESS

ORD. NO. 1-13 (1ST READING)

An Ordinance amending Chapter 55.31 – Storm Water Fees, established of the Piqua Municipal Storm Water Management

Devon Alexander, Storm Water Coordinator explained the 2013 Storm Water Utility rate would be raised from \$4.70 to \$5.20 (\$0.50) per ERU and the 2014 Storm Water Utility rate would be raised from \$5.20 to \$5.45 (\$0.25) per ERU. The rate increases will help cut the projected deficits in the Storm Water Budget. Just from the increase that goes into effect in March 2013, the additional revenue would be about \$71,000, stated Mr. Alexander.

There was discussion concerning some of the older areas of town, and the problem catch basins that need to be replaced. Mr. Alexander commented they have been sharing employees with other departments and have not been able to do any of the preventative maintenance. They hope to be able to do more this year, stated Mr. Alexander.

Commissioner Vogt stated he mentioned raising the fees in a Commission Work Session previously, stating that it would only cost residents about \$6 a year, and that it is far better to increase the rates a little at a time versus increasing them at one time at a higher rate.

Public Comment

No one came forward to speak for or against Ordinance No. 1-13.

Ordinance No. 1-13 was given a first reading.

RES. NO. R-2-13

A Resolution authorizing the acceptance and transfer of Parcel No. N44-090375, Piqua, Ohio

City Manager Huff asked Law Director Stacy Wall to provide a brief overview of the transfer of parcels, and that the overview would also cover Resolutions R-3-13, R-4-13, and R-5-13.

Ms. Wall gave a brief explanation on each of the parcel transfers that are part of the old Piqua Memorial Hospital site. R-2-13 is the parking lot by the Medical Building, R-3-13 is currently a vacant lot, R-4-13 is 2 parcels with a residential home, and R-5-13 is the current parcel where the Medical Building is. The Hospital authorized the transfers to the City of Piqua and now the city needs to deed them over to the Piqua City School District. There are still five remaining parcels not owned by the city and that will still need to be released by the owner, stated Ms. Wall.

Public Comment

No one came forward to speak for or against Resolution No. R-2-13

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-2-13 be adopted. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-2-13 adopted.

RES. NO. R-3-13

A Resolution authorizing the acceptance and transfer of Parcel No. N44-011217, Piqua, Ohio

Ms. Wall previously explained.

Public Comment

No one came forward to speak for or against Resolution No. R-3-13

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-3-13 be adopted. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-3-13 adopted

RES. NO. R-4-13

A Resolution authorizing the acceptance and transfer of Parcel No. N44-0018810, and N44-011218, 919 Broadway, Piqua, Ohio

Ms. Wall previously explained.

Public Comment

No one came forward to speak for or against Resolution No. R-4-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-4-13 be adopted. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-4-13 adopted

RES. NO. R-5-13

A Resolution authorizing the acceptance and transfer of Parcel No. N44-090370, 821 Nicklin Avenue, Piqua, Ohio

Ms. Wall previously explained.

Public Comment

No one came forward to speak for or against Resolution No. R-5-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-5-13 be adopted. Voice vote, Aye: Wilson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-5-13 adopted

RES. NO. R-6-13

A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the year 2013

Finance Director Cynthia Holtzapple explained the City is required to advertise for any capital or operation purchases over \$25,000 in the local newspaper. The Piqua Daily Call will be used for this purpose and the Commission is being asked for approval for the Purchasing Analyst to be authorized to advertise for the purchases at this time.

Public Comment

No one came forward to speak for or against Resolution No. R-6-13.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-6-13 be adopted. Roll call, Aye: Wilson, Terry, Fess, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-6-13 adopted.

RES. NO. R-7-13

A Resolution authorizing the City Manager to enter into the Housing Revolving Loan Fund Agreement with the State of Ohio Development Services Agency for the period January 1, 2013 through December 31, 2015

Development Program Director Bill Lutz gave a brief overview of the Housing Revolving Loan Fund Agreement. Yearly the City of Piqua receives about \$10,000 per year in program income from the previously funded housing programs. The City is required to have an agreement with the State of Ohio in order to receive the funding.

Public Comment

No one came forward to speak for or against Resolution No. R-7-13.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-7-13 be adopted. Roll call, Aye: Terry, Fess, Martin, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-7-13 adopted.

RES. NO. R-8-13

A Resolution for the demolition of the existing lime slaker and installation of the new Chemco Feeder, Slaker, Control Panel and Rotameter Panel

Water System Superintendent Don Freisthler gave a brief overview on the installation of the new equipment, further explaining how the equipment is used and the need for the equipment. The new Slaker will replace the current 1985 one that has been having problems recently when needed. The new equipment will be able to be transferred to the new water plant when it is completed without any problems, stated Mr. Freisthler.

Public Comment

No one came forward to speak for or against Resolution No. R-8-13

Moved by Commissioner Vogt, seconded by Commissioner Martin, to approve Resolution No. R-8-13. Roll call, Aye: Fess, Martin, Vogt, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-8-13 adopted.

RES. NO. R-9-13

A Resolution adopting a Complete Street Policy

City Planner Chris Schmiesing gave a brief explanation on the Complete Street Policy stating it is the result of a lot hard work and effort by the Piqua community, utilizing the 2007 Comprehensive Plan, with the end result of enhancing the quality of life in the Piqua community.

Mr. Schmiesing stated there is no cost to adopt this policy; the Capital Improvement Plan will be adjusted to reflect a higher prioritization given to those projects that advance the vision and goals of the Complete Streets Policy. The policy is also intended to encourage walking and biking, produce the health benefits that result from these types of activities, help to reduce the demand for fossil fuel, ease traffic congestion, reduce wear on roadways, improve air quality, make streets and public and private spaces more attractive for business and customers, and increase economic activity.

There was discussion of the use of CDBG Funds in the future for sidewalk improvements throughout the community.

Mayor Fess stated, Mr. Schmiesing's presentation at the work session was very comprehensive as well as exciting, and it looks like he has the City on the cutting edge.

Public Comment

Dan French, representing Positively Promoting Piqua came forward and voiced his support for the adoption of the Complete Street Policy. The Bike Path is a wonderful asset to the City of Piqua, and having the Complete Street Policy in effect will help with progress, and will be a great tool for future Economic Development, stated Mr. French.

Artie Parker of Parkers Bike Shop, Harrison Street came forward stating a large number of people from all over the United States come to Piqua just to ride on the Bike Path. Mr. Parker stated he has two separate families that called ahead to make sure he had 15-16 bicycles for them to ride when they come to Piqua. These families came from the New England states and Minnesota and come to Piqua to ride on the Bike Path. Mr. Parker further stated he walks the Bike Path early every morning and is amazed at the number of people he meets each morning. The Bike Path is a great asset to the Piqua community, stated Mr. Parker.

Jim Hemmert, Boone Street stated he has taken the Bike Path from Piqua to Milford. He has been able to ride all the way except for one small section where he had to get off and back on. In 2000 when the Bike Path was built he stated in just two days, a Wednesday and a Sunday, there were 750 people that went by French Park either walking or riding. In the fall of 2012 one day he counted 22 cars parked in the parking lot on Route 66, they were either walking or riding on the Bike Path, and over 3000 people rode the Bike Path when the GOBA came through Piqua. Mr. Hemmert stated he tries to ride his bicycle to as many different locations as possible as he goes around the community. The Complete Street Policy will be a great help to community, and will enable bicycles and cars to share the road with pedestrians, stated Mr. Hemmert.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-9-13 be adopted. Roll call, Aye: Martin, Vogt, Fess, Terry, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-9-13 adopted.

RES. NO. R-10-13

A Resolution authorizing a Professional Services Agreement

City Planner Chris Schmiesing stated in 2011 the Development Department secured a grant for technical assistance and funding from the Ohio Development Services Agency, through the Brownfield Action Plan Pilot Program. Piqua was one of six communities in the state to receive funding through this program.

The Brownfield Action Plan Pilot Program grant received from the Ohio Development Services Agency includes \$50,000 in seed dollars for the planning and implementation of the project, and no local match is required, stated Mr. Schmiesing.

There was discussion of the various projects the money could be used for and the concerns for the areas in question. There are a lot of things the community would like to see done, and the consultant will define the area, stated Mayor Fess.

Mr. Schmiesing stated adoption of the resolution will authorize the execution of a professional services contract for the next phase of the Riverfront District Redevelopment Project. The project timeline included:

April 2012-Community Engagement-Public Workshop
May 2012 –Planning Commission-regular Meeting
July 2012- Community Engagement-Public Workshop
Nov.2012-City Commission-Work Session
Jan 2013-City Commission-Regular Meeting

Public Comment

Brad Boehringer, Mound Street came forward and voiced his opinion on what he would like to see done with the Riverfront District area, such as providing a play area and green space.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-10-13 be adopted. Roll call, Aye: Vogt, Wilson, Terry, Fess, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-10-13 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

City Manager Huff stated there are several Board and Committee openings. For more information and applications contact the City Manager's office with the deadline being February 15, 2013 to apply.

Board of Zoning Appeals	1	Income Tax	1
Park Board	1	Planning Commission	1
Downtown Design Review	1	Tree Committee	1
Civil Service	1	Golf Advisory	2

City Manager Huff stated the City Office will be closed on Monday, January 15, 2013 in observance of the Martin Luther King, Jr. Holiday.

City Manager Huff stated in 2012 the City wrapped up about \$1.9 million in grant funds. We are off to a great start in 2013 as the city has already received \$70,000 in grant funds since January , 2013 and plan on being very aggressive in going after the grant money that is available. We have a variety of programs we are working on now, and are expecting another great and productive year in 2013, stated City Manager Huff.

Mayor Fess stated she has had a lot of comments about all of the projects and activities that have taken place in 2012 and they are looking forward to see what develops in 2013.

Commissioners Comment

Commissioner Wilson stated he wanted to remind citizens there is a Cold Shelter available thru the Compassion Network Program and is open from 9:00 P.M. -6:00 A.M. and for information contact Reverend Hinds at Westminster Presbyterian Church 773-0564.

Commissioner Wilson voiced his concern over Pan Handling on the interstate ramps. Commissioner Wilson asked if it would be possible to revise the current rules and regulations on pan handling, and also what can be done about the trash they are leaving behind?

City Manager Huff stated they have noticed an increased number of people along the interstate ramps, and have been looking at scheduling a work session sometime in February to take a look at the current rules and regulations.

Police Chief Bruce Jamison gave a brief overview of the current Pan Handling rules and regulations, and the process they must follow. Chief Jamison stated the Police Department has advised several of them of the rules and regulations that they must follow in the City of Piqua. As far as the trash issue it is very hard to prove if no one sees them drop it, stated Chief Jamison.

City Manager Huff stated we are looking at additional rules and regulations as the Chief has voiced his concerns.

There was discussion on some of the current rules and regulations and the issuing of permits, permit time length, and if the permits have to be visible when they are pan handling.

Commissioner Martin asked citizens to get involved in the community as they are numerous boards and committees that they can serve on, and help to make a difference in the community.

Commissioner Vogt thanked the Government Academy graduates and invited citizens to sign up for the next Government Academy Class which begins in March, 2013.

Commissioner Vogt also wanted to remind citizens that the YWCA will be hosting the Martin Luther King, Jr. Program on Monday January 21, 2013 at the Piqua YWCA.

Commissioner Vogt stated another Car Show is planned to be held on July, 20, 2013 at Fountain Park, and the Van-Dells will be on hand to perform at the evening concert.

Mayor Fess invited citizens to drive by and look at the new Piqua Skate Park, there have been quite a number of young people up there as they have been waiting a long time for it to be completed. A special thank you to Rich Donnelly for providing the funding, as it is one of the best skate parks in the region, said Mayor Fess. City Manager Huff stated they will schedule another ribbon cutting as soon as the weather permits.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 9:10 P.M. Voice vote, Aye: Martin, Fess, Terry, Wilson, and Vogt. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-11-13

**A RESOLUTION ACCEPTING THE RESIGNATION
OF DENISE UHLENBROCK AS A MEMBER
OF THE PARK BOARD**

WHEREAS, Denise Uhlenbrock was appointed to the Park Board on March 21, 2005 with a reappointment on May 18, 2010 by Resolution No. R-65-10; and

WHEREAS, Denise Uhlenbrock resigned on January 10, 2013 from the Park Board.

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 accepts the resignation of Denise Uhlenbrock as a member of the Park Board.

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

RESOLUTION NO. R-12-13

**A RESOLUTION REAPPOINTING A MEMBER TO THE
MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: William Vogt is hereby reappointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2014 or until his successor is confirmed and qualified.

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

RESOLUTION NO. R-13-13

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: William P. Murphy is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2014 or until his successor is confirmed and qualified.

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

RESOLUTION NO. R-14-13

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: Christopher Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2014 or until his successor is confirmed and qualified.

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

ORDINANCE NO. 30-12

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-143-12 declaring its intent to vacate a portion of public right of way known as S. Downing Street; and

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met at in open sessions and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as S. Downing Street, as shown on the exhibit and the vacation plat drawing attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

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

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as S. Downing Street, as shown on the exhibit and the vacation plat drawing attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

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

1st Reading 12-18-2012

2nd Reading 1-15-2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item# 6

MEETING DATE	December 18, 2012		
	February 5, 2013		
REPORT TITLE	AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input 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 checked="" 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:	The Planning Commission has studied this request and recommended approval of the public right of way vacation request.	
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance to vacate the subject right of way.	
	2.	Defeat the ordinance to deny the right of way vacation request.	
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 ordinance.		

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*****

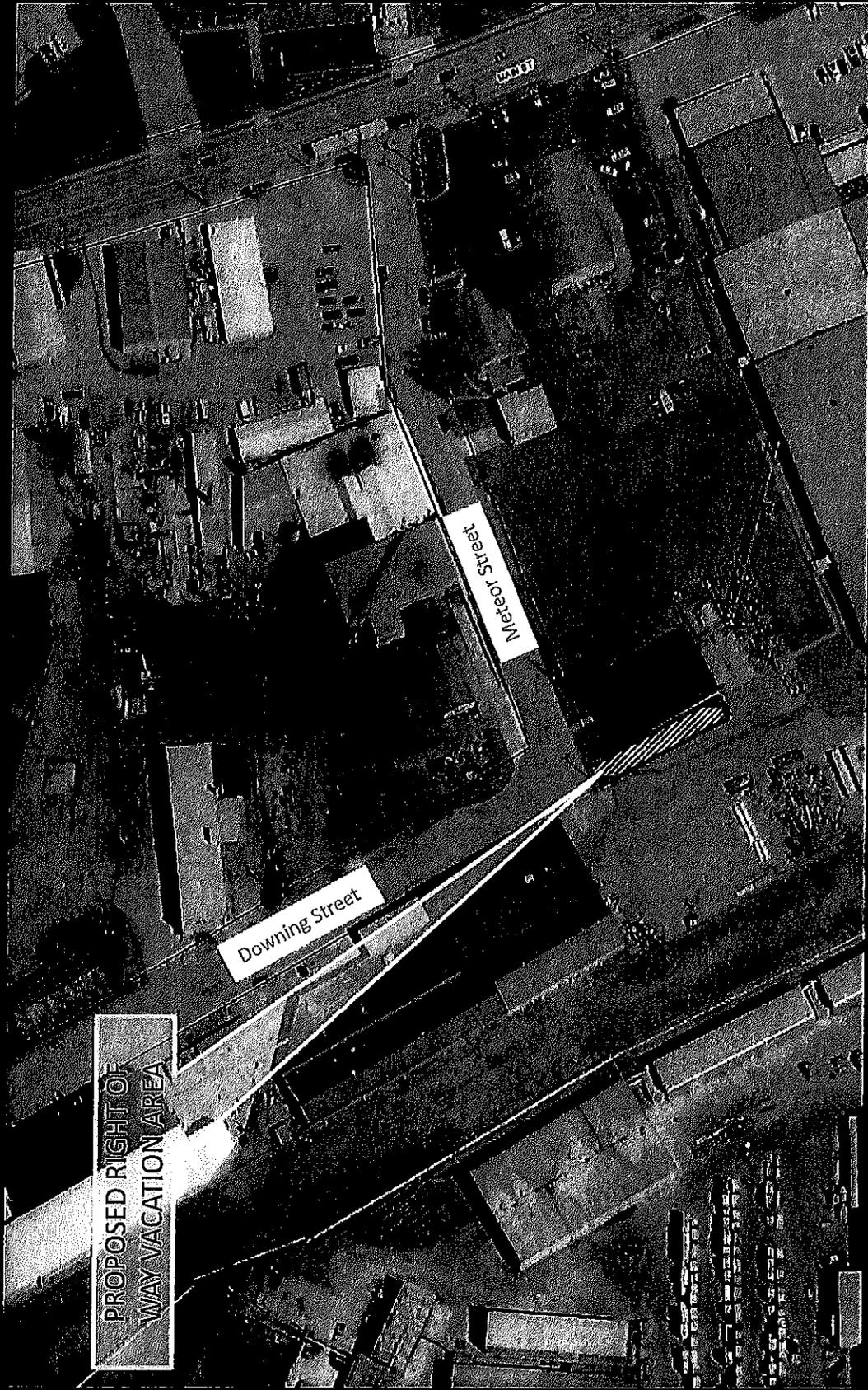
\$100.00 Fee Paid \$ 100.00

Date Fee Paid 11-5-12

Receipt No. 206679

Res. No. _____

PROPOSED RIGHT OF WAY VACATION



**PROPOSED RIGHT OF
WAY VACATION AREA**

Downing Street

Meteor Street

ORDINANCE NO. 1-13

AN ORDINANCE AMENDING CHAPTER 55.31 – STORM WATER FEES ESTABLISHED OF THE PIQUA MUNICIPAL STORM WATER MANAGEMENT.

WHEREAS, the raising the storm water utility ERU monthly fee will allow for additional revenue to help cover deficits forecasted in the annual budget.

WHEREAS, the storm water department will be able to start preventative maintenance to the storm water infrastructure within the city.

WHEREAS, the additional funding will relieve the need to secure funding sources from other areas for storm water capital projects.

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

SECTION 1: That the City of Piqua hereby amends Chapter 55.31 of the Piqua Municipal Storm Water Code as set forth below: (deleted language is indicated by strikethrough and proposed language is underlined)

§55.31 FEES ESTABLISHED.

(A) Subject to the provisions of this chapter, each and every owner and/or operator of residentially developed property and non-residential developed property shall have imposed upon them a storm water user fee. The storm water user fee shall be a monthly service charge and shall be determined by the provisions of this chapter and the applicable equivalent residential unit (ERU) and ERU rate established hereunder, which provisions may be amended from time to time in accordance with the provisions of this chapter or by resolution of the Commission. The established rate shall be contained within the Storm water Management User Fee Policy. Effective with the initiation of the Storm water Utility, one (1) ERU is equivalent to \$4.70 Effective March 1, 2013 the Storm Water Utility rate of (1) ERU is equivalent to \$5.20 or up to 5,400 square feet for the remaining period of 2013. Effective January, 1 2014, the effective Storm water Utility rate will be, one (1) ERU is equivalent to \$5.20 \$5.45 or up to 5,400 square feet for the year 2014, and will remain at those rate till further review.

1st Reading 1-15-2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 15, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Ordinance to raise the Storm Water utility rate for 2013 and 2014		
SUBMITTED BY	Name & Title: Devon Alexander, Storm Water Coordinator		
	Department: Storm Water		
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 checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	Per the request of the City of Piqua Commission, we would like to raise the 2013 Storm Water utility rate from \$4.70 to \$5.20 (\$0.50) per ERU, and to raise the 2014 Storm Water utility rate from \$5.20 to \$5.45 (\$0.25) per ERU. The rate increase will help cut projected deficits in the Storm Water Budget. From March 2013 the additional revenue would be about \$71,000.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Ordinance for the rate increase	
	2.	Recommend other sources to raise storm water revenue	
	3.	Reject the Ordinance for the rate increase	
	4.		
PROJECT TIMELINE	New rates would go into effect the first billing cycle of March 2013.		
STAFF RECOMMENDATION	Storm Water Coordinator Devon Alexander recommends that the Ordinance to increase the Storm Water rates be approved.		
ATTACHMENTS	Projected Revenue Charts for 2013 and 2014		

Currently our revenue is right around \$800,000. In 2013 we are facing roughly a \$400,000 deficit in the storm water budget. The reason for the deficit is due to our Capital improvement schedule for street rebuilds.

If the raise in the rate would pass it would allow for a little less tension in the budget, and would allow us to start to focus on preventative maintenance to the storm water infrastructure. We will also continue to strive to obtain any state or federal grant funding annually, even though there is no guarantee on the amount or if we would qualify.

Purposed Rate Increase

2 Year Revenue Chart	New Annual Revenues
2013 (\$0.50)	\$885,000.00
2014 (\$0.25)	\$927,500.00

RESOLUTION NO. R-157-12

A RESOLUTION APPROVING A CONTRACT WITH EFACEC/ACS INC. TO DESIGN, INSTALL AND MAINTAIN A FIBER OPTIC NETWORK FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CONNECTIVITY TO ELECTRIC SUBSTATIONS AND OTHER MUNICIPAL SITES

WHEREAS, it is deemed advisable for the City to retain the services of Efacec/ACS as a professional firm to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites for the Power System and the City; and

WHEREAS, Efacec/ACS Inc. will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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: Efacec/ACS Inc. is hereby retained by the City of Piqua to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites for the Power System and the City.

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 \$1,700,000.00.

SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	February 5, 2013			
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION APPROVING A CONTRACT WITH EFACEC/ACS INC. TO DESIGN, INSTALL AND MAINTAIN A FIBER OPTIC NETWORK FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CONNECTIVITY TO ELECTRIC SUBSTATIONS AND OTHER MUNICIPAL SITES			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Dean Burch, Information Technology Director Department: Power System, Information Technology			
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 checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director;		<input checked="" type="checkbox"/> Other: Energy Board (1/22/13)	
BACKGROUND (Includes description, background, and justification)	<p>The Power System's current fiber network was constructed by Piqua City employees in the early 1980's utilizing Multi-Mode Fiber to connect the Efacec/ACS master SCADA station and the Efacec/ACS remote terminal units (RTUs) located in our substations. Over the course of time, with several instances of breaks and fiber splicing, the bandwidth and the reliability of the existing fiber has been reduced to the bare minimum which makes the current communications system the weak link in our electrical distribution control system.</p> <p>In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS will install a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity based upon the Fiber Optic Network and System Design project completed earlier this year. The SCADA project calls for installation of a state of the art single-mode redundant fiber optic network loop connecting critical infrastructure within the Power System control, with a transverse single-mode fiber optic segment that connects City Hall, Police and Fire services, and IT Dept. as part of a Phase I design plan. Additionally, Efacec/ACS will provide Phase II implementation and installation of additional connections (City and possibly non-City facilities) as directed in the future.</p> <p>The professional services quoted are paramount to our electrical system operations and security. As our SCADA OEM partner for over 26 years, Efacec/ACS is uniquely qualified to provide and implement this extension of the Supervisory Control and Data Acquisition (SCADA) via the Fiber Optic Network connectivity.</p>			

	<p>While a fiber installation is the most secure communication link, the loss of any link without the redundancy built in can be a near disastrous situation. Such was the case after the June 29, 2012 storm when the Power System lost a link between Subs 4 & 5. For almost 6 weeks after the storm, there was no communication or monitoring of Sub #5. Over five months have passed before a full restoration of communication services occurred. Make shift communications provided really no level of comfort for those who monitor the substation.</p> <p>The level of redundancy proposed in this project by Efacec-ACS and their intimate knowledge of the SCADA system will ensure the most reliable and safest operation of the municipal electric distribution system.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	<p>Budgeted \$:</p>	<p>1,700,000.00</p>
	<p>Expenditure \$:</p>	<p>1,700,000.00</p>
	<p>Source of Funds:</p>	<p>Power System</p>
	<p>Narrative:</p>	<p>This expenditure is a result of bringing the Power System SCADA system and communications infrastructure up to current standards and for future technology. This project also lays the groundwork for future growth/use of the network for other City facilities and possibly non-City to use the high speed fiber network.</p>
<p>OPTIONS (Include Deny /Approval Option)</p>	<p>1.</p>	<p>Approve Resolution No. R-157-12 approving a contract with Efacec/ACS Inc. to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites.</p>
	<p>2.</p>	<p>Do not approve the resolution and provide staff with further direction.</p>
	<p>3.</p>	
	<p>4.</p>	
<p>PROJECT TIMELINE</p>	<p>Upon approval, Efacec/ACS will begin the process of scheduling resources and will begin the project in February 2013 with Phase I of the project scheduled to be complete in late 2013 or early 2014.</p>	
<p>STAFF RECOMMENDATION</p>	<p>The Energy Board at their January 22, 2013 meeting, unanimously recommended to City Commission to award a \$1.7 Million contract to EFACAC/ACS to design, install and maintain a fiber optic network for supervisory control and data acquisition (SCADA) connectivity to electric substations switch and other municipal sites.</p> <p>Staff recommendation is to approve Resolution No. R-157-12 approving a contract with Efacec/ACS Inc. to design, install and maintain a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites.</p>	
<p>ATTACHMENTS</p>	<p>Piqua Fiber Independent Contract Agreement Fiber Optic System Design/Procure/Install/Maintain via Professional Services</p>	

Re: Fiber Optic System Design/Procure/Install/Maintain via Professional Services

The Power System's current fiber network was constructed by Piqua City employees in the early 1980's utilizing Multi-Mode Fiber to connect the Efacec/ACS master SCADA station and the Efacec/ACS remote terminal units (RTUs) located in our substations. Over the course of time, with several instances of breaks and fiber splicing, the bandwidth and the reliability of the existing fiber has been reduced to the bare minimum which makes the current communications system the weak link in our electrical distribution control system.

In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS will install a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity. The SCADA project calls for installation of a state of the art single-mode redundant fiber optic network loop connecting critical infrastructure within the Power System control, with a transverse single-mode fiber optic segment that connects City Hall, Police and Fire services, and IT Dept. as part of a Phase I design plan. Additionally, Efacec/ACS will provide Phase II implementation and installation of additional connections (City and possibly non-City facilities).

The following information is provided to point out that the professional services quoted is paramount to our electrical system operations and security. As our SCADA OEM partner for over 26 years Efacec ACS is uniquely qualified to provide the above quoted services. Why?

Security

- Our SCADA system not only provides data acquisition and control functions for our electrical system but also System Security required by US Department of Energy. Efacec ACS passes on compliance with all FERC, NERC & CIP federal security mandates via second party and third party software patches and updates which are documented in their ISO 90001 quality rating.
- Over the years Efacec/ACS has protected Piqua and over 200 other systems by providing reliability and security that meets or exceeds all federal mandates without a single system intrusion or federally mandated system related fine.
- The SCADA communications system is the only part of SCADA that is not secured by lock and key therefore it is the most vulnerable to intrusion. Fiber is the most secure communication system between Master Station and remote terminal units available today. While any fiber cable installer can supply the City with cable and install it, Efacec-ACS, Inc. is the only choice that can design, procure, install and commission our fiber optic communication system and guarantee it will talk to our SCADA system.
- While a fiber installation is the most secure communication link, the loss of any link without the redundancy built in can be a near disastrous situation. Such was the case after the June 29, 2012 storm when the Power System lost a link between Subs 4 & 5. For almost 6 weeks after the storm, there was no communication or monitoring of Sub #5. Over five months have passed before a full restoration of

communication services occurred. Make shift communications provided really no level of comfort for those who monitor the substation. The level of redundancy proposed by Efacec-ACS and their intimate knowledge of the SCADA system will ensure the most reliable and safest operation of the municipal electric distribution system.

Integrated Design Certification

- The materials and services quoted will serve our utility and its software programs currently in use. However, the main reason for the fiber optic communication system is to provide uninterrupted communications that aids staff in remotely controlling our electrical system during normal times and during emergency storm events. Our PRISM SCADA program is the dispatchers “eyes and ears” to what is going on in the electrical system outside. In an emergency, **it has to work!** *Efacec ACS guarantees* our system will work upon completion and through storm events. Here are the reasons why:
 - PRISM, our SCADA software program is PROPRIETARY and its code is exclusive to ACS associates. No one else can support the system but EFACEC ACS.
 - The quoted fiber optic communications (Ruggedcom, Fibertrak, and Cisco) is designed to work with PRISM!
 - The quoted fiber hardware switches and fiber documentation and maintenance software have been tested and certified to work with PRISM!
 - The design provided is a double redundant ring and star designs. This design allows a fiber break to occur without communication loss. This design significantly reduces emergency repairs allowing them to be scheduled during normal hours.
 - The Efacec/ACS/PCS team has successfully teamed together to bring other PRISM users fiber optic design, procure, install and maintain services.

System Wrap-around Guarantee

Efacec ACS/PCS is the only firm that can offer Piqua a full system guarantee. Many capital projects end with the installers going away leaving the City Personnel to wade through a punch list of items that just didn't get quite synchronized. In other words, we the customer has to finish the project before the project can operate properly and the benefits realized. Efacec ACS/PCS's proprietary installation process guarantees Piqua that our fiber optic communications system will be complete with all of its equipment thoroughly integrated, tested and certified. So, after the project included training is completed, Efacec ACS/PCS is the only provider that can guarantee on time delivery. As Piqua has the Efacec ACS SCADA system, the Efacec ACS/PCS fiber communications solution is the only solution provider that can guarantee full functionality and seamless integration that yields consistent communication.

INDEPENDENT CONTRACT AGREEMENT

Made this 5th day of February in the year of Two Thousand Thirteen

BETWEEN the City:

City of Piqua, Ohio
201 West Water St.
Piqua, Ohio 45356

and the Contractor:

Efacec ACS, Inc.
Attn: Buddy Reneau
2755 Northwoods Parkway
Norcross, Georgia 30071

The Project is: Design, Install and Maintain a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity to Four Electric Distribution Substations in a ring configuration with a dissect that connects City Hall. This dissect creates a double redundant ring that greatly reduces system outages and can give connectivity to thirty two other future Municipal Sites. In addition, phase one contains two radial lines. One radial to the North connects one automated electrical switch while the other radial line in the Southeast serves as a future connection point to an internet carrier. This project is subject to include design and installation phases of work as outlined in the specification in the Fiber Optic Network and System Design engineering Proposal for Electrical SCADA and IT Operations proposal over a three (3) year period. All aspects of this contract are subject to annual approved funding.

The City and Contractor agree as set forth below.

ARTICLE 1: ACCEPTANCE OF CONTRACT

The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgment or other document unless specifically agreed to in writing to this agreement by the City of Piqua.

ARTICLE 2: SCOPE OF WORK

Contractor agrees to Design, Install over a three (3) year period and with an option to provide annual maintenance for an additional two (2) years of the Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity to four Electric Distribution Substations, one electrical switch and 35 additional municipal sites per design and installation phases of work

as contained in the Fiber Optic Network and System Design Engineering Proposal for Electrical SCADA and IT Operations.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Contractor agrees to commence with the work: Per Notice to Proceed from the City.

3.2 And further agrees to complete all work not later than: Per timeline three (3) years from the date of the Notice to Proceed.

3.3 Contract shall be for three (3) years, begin February 12, 2013 and run through February 12, 2016, with an option to extend the contract period by mutual agreement between the contractor and the City, for two (2) additional years for maintenance. The Maintenance Period is as stated in Fiber Optic Network and System Design Engineering Proposal under Certification Testing, Warranty & Maintenance Periods, hereto attached.

3.4 The time schedule may be extended by reason of delay, changes, additions, deletions or other reasons called for and allowed by the City.

3.5 Moved to 21.1

ARTICLE 4: CONTRACT SUM

4.1 The total contract sum per original proposal is \$ 2,539,178.65 (Two million, five hundred and Thirty-nine thousand, one hundred seventy eight dollars and sixty five cents) in two phases as described below for the Contractor's performance of the Contract, subject to additions or deletions as may be mutually agreed by Written Change Order. All aspects of this contract are subject to annual approved funding and do not bind or obligate the City if funds are not appropriated or are de-obligated by the City Commission.

Phase 1 - Final Design, Construction, Certification Testing for Fiber Optic connectivity of Electrical SCADA, 4 Substations and 1 Electrical Switch = Phase 1 Total of \$1,651,081.31 USD

Phase 2 – Recap of 32 drop sites = \$888,097.34 USD

See figure 1 below:

Phase 2 Segments		
Description	Fund	Amount
1 Adult Center	Gen	\$24,405.34
2 Candlewood PS	Water	\$30,299.56
3 City Golf Maint.	Gen	\$15,750.53

4	City Golf Club House	Gen	\$12,626.12
5	Edisen Comm. Col/	School	\$38,824.75
6	Fire Dept.	Gen	\$11,208.11
7	Gravel Pit.	Water	\$45,165.53
8	Hetxler PS	Water	\$14,076.15
9	Joint Voc. School	School	\$26,498.68
10	Junor HS	School	\$19,769.76
11	Maplewood PS	Water	\$25,848.85
12	Orchard PS	Water	\$21,956.20
13	Parks Dept.	Gen	\$15,044.63
14	Piqua Airport	Private	\$115,241.06
15	Piqua HS	School	\$32,735.16
16	Washington School	School	\$17,527.88
17	Police Dept.	Gen	\$11,353.67
18	River Raw Water	water	\$17,879.69
19	School @ Camp St.	School	\$33,840.15
20	Spring Creek School	School	\$25,093.45
21	Stratford PS	Water	\$17,361.12
22	Streets & Sanitation	Gen	\$15,183.80
23	Swimming Pool	Gen	\$23,077.13
24	Piqua Public Library	Private	\$14,442.08
25	Waste Water Plant	Water	\$14,139.25
26	Water Tower East	Water	\$20,549.83
27	Water Tower West	Water	\$45,267.87
28	Water Tower North	Water	\$14,928.44
29	Water Tower South	Water	\$13,590.11
30	Ziegler PS	Water	\$17,371.56
31	Comnet Mid (East St.	Gen	\$59,594.76
32	Comnet N. (Sidney Rd	Gen	\$77,446.11
Total Phase 2 Segments			\$888,097.34
Fund Totals	General Fund		\$265,690.21
	Water Fund		\$298,434.16
	School		\$194,289.84
	Private		\$129,683.13
	Total Phase 2 Funds		\$888,097.34

Figure 1

4.2 The total amount shown herein as the City's maximum liability under this contract. The City shall be liable only to the extent of actual time worked and approved. The City shall not be liable for any cost or charges in excess of the annual maximum liability amount and at the City's sole discretion, be increased from time to time by written amendment hereto.

4.3 All prices are to remain firm through the contract period. Contractor warrants that the prices quoted hereunder are the lowest prices for these or similar articles that are sold by the Contractor to other customers and in the event of any price reduction between the execution of the purchase order and delivery of the goods, Owner shall be entitled to such reduction.

ARTICLE 5: PAYMENTS

5.1 The City shall pay the contractor in current funds for all supplies and/or services within thirty (30) days of receipt of invoice from Contractor after completion, approval and acceptance of the work by the City. The Contractor will not be allowed further additional compensation for this project unless all parties sign a contract amendment.

5.2 The City shall pay the Contractor for performance of the work thirty (30) days after completion and acceptance of the work by the City.

ARTICLE 6: CHANGES

The Contractor shall not be entitled to receive any extra compensation of any kind whatsoever for extra work of any kind, regardless of whether the same was ordered by the City or any of its representatives unless such extra work is given in writing and signed by an authorized representative of the City. The Contractor specifically agrees that he will make no claim that he was authorized to do extra work or make modification in his work by the City or any representative at the site or elsewhere and, if such work was so ordered and the Contractor has performed the same, but has received no written order thereof as herein provided, the Contractor shall and hereby does waive any claim for extra compensation thereof except as in this article.

ARTICLE 7: ASSIGNMENT

The Contractor shall not assign this contract or sublet any portion of the work unless prior written approval is obtained from the City.

ARTICLE 8: GUARANTEE

The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year after completion and acceptance of the work.

ARTICLE 9: MATERIAL LIENS

In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made on the City for payment, the City shall have the right to make such payments and deduct the sum from the amount that may be due the Contractor. The Contractor shall indemnify and hold harmless the City from any and all liens.

ARTICLE 10: FORCE MAJEUR

In the event that the Contractor is delayed at any time in the progress of the work due to labor disputes, fire, abnormal weather conditions not reasonably anticipated, unavoidable casualties or causes beyond Contractors control, then the completion time shall be extended by Change Order for such reasonable time as the City may determine.

ARTICLE 11: INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City, its officers, elected officials, agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that on the selection of any subcontractor by him or the use of workmen or employees that he will not in any way discriminate against any person, company or corporation due to race, nationality of origin.

ARTICLE 13: PROTECTION OF WORK

13.1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.

13.2 The Contractor agrees to keep the premises free from rubbish and debris resulting from his work.

ARTICLE 14: CLEANING

Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus materials, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, City shall have the right to have his work done by others and deduct the cost thereof from the payment due contractor thereunder.

ARTICLE 15: PROTECTION OF PROPERTY AND PERSONS

The Contractor will adequately protect work performed hereunder from damage, will protect the City's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in

connection with the completion of the work. Damage to existing utilities or site improvements caused by the contractor are the full responsibility of the contractor, and shall be repaired or replaced at his cost, subject to City's approval.

ARTICLE 16: EXAMINATION OF SITE

Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that he will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination. Contractor to carefully examine the Contract Documents and existing condition before submitting bid. Bidder shall inform City of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that contractor approves of all information provided and assumes all liabilities and responsibilities.

ARTICLE 17: PERMITS, LICENSES AND COMPLIANCE WITH LAW

In connection with the work to be performed, Contractor at his expense shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder. Except with respect to permits for Ohio Department of Transportation crossing permits, Ohio Department of Natural Resources River Crossing permits, Rail Crossing permits and pole attachment fees which costs shall be borne by the city as per proposal.

ARTICLE 18: WAIVER OF CLAIMS, LIENS, ETC.

Contractor individually and on behalf of his sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the City from all attachments, claims and liens against City and City's property by reason of labor or materials or both, furnished for the work under this Independent Contract Agreement.

ARTICLE 19: TITLE AND RISK OF LOSS

Title to all completed or partially completed work on the City's property and to all materials to be incorporated in the work stored at City's property shall be in the City. Notwithstanding the foregoing, and prior to acceptance of the completed work by the City, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored at City's property from any cause whatsoever until the work has been completed and accepted by City unless the City acts in a negligent manner. The City shall not be responsible for the security of any of contractor's materials.

ARTICLE 20: ASSIGNMENT AND SUBCONTRACTS

The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the City. The City approves Precision Contracting Services (PCS), Inc. a subcontractor for this contract. The Contractor agrees to bind every subcontractor approved by the City to all of the terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the City for the acts and omissions of his

subcontractors and of persons either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

ARTICLE 21: TERMINATION BY THE CITY

21.1 Termination for Cause – If in the opinion of the City, the Contractor is not proceeding with reasonable diligence to the performance of any part of his work, thereby impeding the progress of the work, the City may direct the Contractor to perform such work during overtime hours, and the Contractor agrees to perform such overtime work, if so directed, without additional compensation. The City may terminate this Agreement with the Contractor after 30 days written notice, and procure the materials, equipment and labor necessary to proceed with or complete the work and charge the cost thereof to the Contractor. (Following moved from Article 22). In such event, City shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold City harmless from any damage occasioned by Contractor's breach or default.

21.2 – Termination for Convenience - City may terminate this Agreement in whole or part for its convenience by 90 days written notice to the Contractor. In such event, City will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactorily completed for which payment has not thereto been made and any demobilization costs. In no event shall City be liable for cancellation charges in excess of the Agreement Price, or unabsorbed shop overhead.

21.3 Termination by City Commission - If funds are not appropriated or are de-obligated by the City Commission to continue the Project in whole or in part or this Contract and for the payment of charges hereunder, the payment of charges hereunder, the City may terminate this Contract without penalty upon thirty (30) days' notice. The City agrees to pay the Contractor all charges incurred through the end of such notice.

ARTICLE 22: INSPECTION

The City shall have access to and the right to inspect all work in the course of construction.

ARTICLE 23: INDEPENDENT CONTRACTOR

Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of City. Contractor shall at all times act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work. The contractor will agree that no person supplied by it in the performance of the contract are employees of the City, and further agree that no rights of City employment, including civil service, retirement, or personnel rules accrue to such persons. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, and other benefits, taxes including but not limited to City of Piqua Income Tax and premiums appurtenant thereto concerning such persons provided by such contractor in the performance of such contract and shall save and hold the City harmless with respect thereto.

ARTICLE 24: DRUG-FREE WORKPLACE

24.1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

24.2 If Contractor is an entity other than an individual, it hereby certifies that:

A. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract; and

B. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with Advanced Control Systems".

24.3 Contractor may be suspended, terminated, or debarred if it is determined that:

A. The Contractor has made false certification herein above; or

B. The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

ARTICLE 25: INSURANCE, INDEMNIFICATION, AND LIABILITY

City requires the contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Piqua, its officers, agents, employees, and elected officials named as an additional insured thereunder on its endorsement:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Workmen's Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury \$1,000,000 per person, \$1,000,000 per occurrence

Property Damage \$1,000,000 per person, \$2,000,000 annual aggregate

III. Automobile Liability Insurance including:

\$1,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City, its officers, elected officials, agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of

injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

City shall not be liable in contract or in tort (including negligence) to Contractor, subcontractor or suppliers of Contractor, regardless of tier, for incidental or consequential damages arising out of or resulting from City's performance or nonperformance of its obligations under this Agreement, or from City's termination or suspension of the services under this Agreement.

ARTICLE 26: FORUM AND APPLICABLE LAW

The City and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

City: City of Piqua, Ohio

Contractor: Efacec ACS, Inc.

Date: _____

Signature

Approved:

Antonio Ribeiro
Chief Financial Officer

Gary A. Huff
City Manager

Attest:

Witness

City Clerk

Date

Approved as to form:

Stacy Wall
Law Director

ORDINANCE NO. 2-3

AN ORDINANCE AMENDING CHAPTER 32, SECTIONS 32.016 AND 32.061, OF THE PIQUA MUNICIPAL CODE TO REFLECT MEETING REQUIREMENTS

WHEREAS, the City of Piqua Municipal Code Chapter 32 regulates the rules and procedures of Boards and Commissions; and

WHEREAS, the City of Piqua Municipal Code requires the Energy Board to meet at least once a month;

WHEREAS, the City of Piqua Municipal Code requires the Public Park Board to meet at least 12 times per year; and

WHEREAS, it should be the discretion of the Board to call a meeting upon there being business to conduct.

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

SECTION 1. The City of Piqua hereby amends Chapter 32 of the Piqua Municipal Code as set forth below (proposed language is underlined and language to be deleted is struck):

§ 32.001 ESTABLISHMENT; MEMBERSHIP.

(A)(1) There is established a City Planning Commission.

(2) The Commission shall have seven members, consisting of the City Manager (ex-officio), City Engineer (ex-officio), and five citizens of the city to be appointed by this Commission in accordance with Section 94 of the Charter.

(B) The citizen members of the Planning Commission shall be appointed by this Commission, by motion, for the terms provided by the Charter of the city. Vacancies in the Planning Commission, caused by removal from the city or a refusal or inability to serve, shall be filled by appointment for the unexpired term in the office in which the vacancy occurred.

(C) The members of the Planning Commission shall have the qualifications and be vested with the powers as provided in Section 94 of the Charter.

§ 32.002 PROCEDURES.

A majority of the voting members appointed to the Planning Commission shall constitute a quorum to do business. The affirmative vote of a majority of the voting members appointed to the Planning Commission shall be necessary to adopt any resolution. However, in the absence of a quorum, a vote to adjourn may be adopted by a majority of the members present, and, by a

majority of members present, the Commission may vote to hold the roll open for a period not to exceed ten days, to allow absent members to cast a written ballot.

ENERGY BOARD

§ 32.015 ESTABLISHMENT; MEMBERSHIP.

(A) There is created the City Energy Board, composed of up to 12 members, two of which shall be City Commission members, and up to ten who shall be and remain residents of the city, and shall be appointed, or removed, at the pleasure of the City Commission. The members of the Board shall serve without compensation, except Board members may be reimbursed for expenses incurred while carrying out their duties as Board members, and they shall serve for five years, except that two of the original appointments shall be for one year, one shall be for two years, two shall be for three years, one shall be for four years, and two shall be for five years respectively. The term of appointment for the two City Commission members shall be for two years, to terminate and begin when the City Commission reorganizes as specified by the Charter. Vacancies, whether by resignation, removal, or otherwise, shall be filled in the usual manner by the City Commission for the remainder of the term. No citizen shall be eligible for appointment herein who is an employee of the city. No member of the Energy Board shall have financial interest or hold any position with any private organization active as, or serving citizens of the state, as a public or quasi-public energy- related utility during his or her term. The person shall profess belief in the desirability of municipal utility ownership and operation.

(B) The citizens proposed for appointment shall be considered on their ability and educational level in the fields of engineering, accounting, administration, and management; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities thereof.

§ 32.016 MEETINGS.

The Energy Board shall ~~establish rules of procedure to conduct meetings held at least once each month~~ meet upon there being business to discuss, but no less than once a quarter. All meetings of the Board shall be announced in advance and open to the public. The members shall elect a Chairperson and a Vice-Chairperson annually. An election of officers of the Board shall be held at the first regular meeting at which all members are present following the appointment of a new Board member for a full term, but not later than the second meeting following the appointment. No Board member shall serve as Chairperson for more than three consecutive years. The Power System Director shall cause the records of the Board to be prepared and preserved, and shall be required to attend all meetings of the Board. Every meeting of the Board shall have at least five members in attendance to constitute a quorum, and all official actions of the Board shall require a majority vote of the members of the full Board.

§ 32.017 DUTIES.

(A) The Board shall consult with and advise the City Commission on the operation, management, and control of the municipal power or energy systems, including the operations, maintenance, and distribution divisions thereof, and other related energy matters. Recommendations made by the Board may relate to the following.

- (1) Expenditures, revenues, and charges to the power or energy systems.
- (2) Annual budget and appropriation ordinances in relation to the power or energy systems.
- (3) Relevant power or energy systems bond ordinances.
- (4) Capital improvements and expansion plans for the power or energy systems.
- (5) Utility rates of the power or energy systems.
- (6) Efficient management and use of the power of energy systems and the rules and regulations thereof, including accounting and collection.
- (7) Any energy-related issue the Board may deem pertinent to the energy concerns and operations within the jurisdiction of the city.

(B) All actions, functions, and responsibilities of the Energy Board are to be directed generally to those actions, functions, and responsibilities described above, and shall not be inconsistent with the legal requirements of the Charter, state laws, or other regulatory agencies having jurisdiction. The adopted recommendations of the Energy Board shall not be binding, but shall be given priority consideration by the City Commission. All policies or administrative policy pertaining to divisions (1) through (7) above shall first be referred to the Energy Board for their recommendations before being considered by the City Commission. The Board shall submit an annual report on their observations and conclusions in relation to the operation, management, and control of the municipal power or energy systems. The Board shall tour the physical facilities of the municipal power or energy systems not less than once each year and include findings of same in their annual report.

(C) The City Manager, the Law Director, and the Finance Director shall, upon the Board's request, supply assistance and information and assist the Board in administrative, legal, and financial aspects of the Board's recommendations and areas of responsibility.

BOARD OF HEALTH

§ 32.030 ESTABLISHMENT; MEMBERSHIP.

(A) There is established and created a Board of Health for the municipal health district constituted by the city, as the boundaries of the city now exist or as hereafter may be extended.

(B) The Board of Health shall be composed of five members, who shall be the members of the City Commission, and shall hold office as City Commissioners, and who shall serve without compensation, and a majority of whom shall constitute a quorum at any meeting. The Mayor shall be the President of the Board of Health by virtue of his or her office. The terms of office of the members of the Board of Health shall be determined by their term of office as City Commissioner.

§ 32.031 POWERS.

The Board of Health shall have such powers as are granted by of *Ohio Revised Code* and shall also make any other orders, rules and regulations as deemed necessary for the prevention of diseases, for the benefit of public health and the prevention, abatement or suppression of nuisances. Orders, rules and regulations made by the Board of Health shall have the same force and effect as ordinances of the city, as provided by R.C. § 3709.20, and any person who violates or fails to comply with any such orders, rules or regulations shall be subject to the penalties provided by R.C. §§ 3707.48 to 3707.53, inclusive, and R.C. § 3707.99. The Board of Health shall also have the power to assess the cost and expenses for the prevention, abatement and suppression of nuisances, and to certify the cost and expenses to the County Auditor to become a lien against the property so assessed, and to compel proprietors and owners, agents, assignees, occupants or tenants, of the lot or property, house or building, upon or in which the nuisances may be, to abate and remove the same.

§ 32.032 HEALTH COMMISSIONER.

There is hereby created the office of Health Commissioner who, by virtue of his or her office, shall be the City Manager, and shall be responsible to the City Commission, and shall have the powers and duties created by law and by the *Ohio Revised Code*, the city Charter and the ordinances and resolutions of the city and the Board of Health, and shall be charged with the administration and execution of all matters pertaining to public health and the abatement, suppression and removal of nuisances.

§ 32.033 PUBLIC HEALTH OFFICERS.

(A) There is created the office of Clerk to the Health Commissioner, who shall be appointed by the City Manager and shall perform any duties as ordered by the Health Commissioner, and shall have such powers as may be delegated to the holder of this office by the Health Commissioner.

(B) There is created the office of Public Health Nurse, who shall be appointed by the City Manager and shall perform any duties as ordered by the Health Commissioner, and shall have powers as may be delegated to the holder of this office by the Health Commissioner.

(C) There is created the office of Sanitarian, who shall be appointed by the City Manager and shall perform any duties as ordered by the Health Commissioner, and shall have powers as may be delegated to the holder of this office by the Health Commission.

§ 32.034 ENVIRONMENTAL HEALTH AND SAFETY DIRECTOR.

There is created the office of Environmental Health and Safety Director, appointed by the City Manager, and he or she shall perform duties as ordered by the Health Commissioner, and shall have powers as may be delegated to the holder of this office by the Health Commission.

RECORDS COMMISSION

§ 32.050 CITY RECORDS COMMISSION.

(A) There is created a Records Commission composed of the City Manager or his or her appointed representative, as Chairperson, the Finance Director, the Law Director, and a citizen appointed by the City Manager. The Commission shall appoint a Secretary, who may or may not be a member of the Commission, and who shall serve at the pleasure of the Commission. The Commission may employ an Archivist to serve under its direction. The Commission shall meet at least once every six months, and upon call of the Chairperson.

(B) The functions of the Commission shall be to provide rules for retention and disposal of records of the municipal corporation and to review applications for one-time records disposal and schedules of record retention and disposition submitted by municipal offices. Records may be disposed of by the Commission pursuant to the procedure outlined in this section. The Commission may at any time review any schedule it has previously approved, and for good cause shown, may revise that schedule.

(C) When municipal records have been approved for disposal, a list of the records shall be sent to the Auditor of State. If he or she disapproves of the action by the Records Commission, in whole or in part, he or she shall so inform the Commission within a period of 60 days, and these records shall not be destroyed. Before public records are disposed of, the Ohio Historical Society shall be informed and given the opportunity for a period of 60 days to select for its custody any public records it considers to be of continuing historical value.

PUBLIC PARK BOARD

§ 32.060 ESTABLISHMENT; MEMBERSHIP.

(A) There is created a Public Park Board.

(B) The Park Board shall consist of nine members, which members shall be legal residents of the city, and shall be appointed by the Mayor, which appointments shall be confirmed and ratified by the City Commission, and who shall serve without compensation for a period of five years, and shall be appointed in the first instance to serve one, two, three, four, and five years, respectively, and thereafter their successors shall be appointed to each serve for a term of five years.

(C) Vacancies caused by death, resignation, or otherwise shall be filled in the regular manner for the remainder of the term.

(D) If any member to the Board shall cease, during a term for which he or she is appointed, to be a legal resident and citizen of the city, then his or her appointment to this Board shall be terminated as of the date of his or her change of residence, and the Commission shall proceed forthwith to appoint a new member to that Board.

§ 32.061 MEETINGS.

The Board shall ~~hold meetings at least 12 times a year~~ meet upon there being business to discuss, but no less than once a quarter, and shall adopt rules and regulations for the conduct of its meetings. It shall keep a complete record of its proceedings, and yeas and nays shall be collected on the passage of its resolutions or orders. Five members of the Board shall constitute a quorum for the transaction of business, but no resolution or order shall be adopted unless five members vote in its favor. The Board shall select one of its members as Chairperson and one as Clerk, who shall receive no compensation for services.

§ 32.062 DUTIES.

(A) The duties of the Board shall consist generally of inspecting city public parks and playgrounds, and making recommendations and suggestions to the City Manager for the equipping, managing, controlling, or maintaining thereof. The Board may also recommend rules and regulations for the public use of parks, which rules and regulations must be adopted by the City Commission to take effect. They shall make effective the provisions of this subchapter.

(B) On the first Monday in each year, the Board shall make a written report to the City Commission on its proceedings, and shall at the same time submit to the Commission its suggestions for the proper operation, maintenance, and use of the public parks and playgrounds.

TREE COMMITTEE

§ 32.075 ESTABLISHMENT; MEMBERSHIP.

(A) There is created and established in the city a Tree Committee, which shall consist of not less than five nor more than seven members, including the City Manager, who shall be a non-voting member, one member of the City Commission, and not less than three nor more than five members who shall be citizens and residents of the city.

(B) The Mayor shall appoint the voting members of the Tree Committee with the advice and consent of the City Commission.

(C) Members of the Tree Committee shall serve without compensation.

§ 32.076 TERM.

The term of office of the citizen members of the Tree Committee shall be four years, except that citizen members may be appointed by resolution to a lesser term in order to prevent more than two terms from expiring in the same year. The City Commission members shall be appointed for a period not to exceed four years, and shall terminate automatically should the member cease to be a member of the City Commission during his or her term on the Tree Committee.

§ 32.077 POWERS AND DUTIES

The Tree Committee shall have the power to study, investigate, plan, advise, report, and recommend to the City Manager and the various departments of the city any action, program, plan, or legislation which the Committee shall determine to be necessary or advisable for the care, preservation, trimming, planting, replanting, removal, or disposition of trees or shrubs in the public ways, streets, alleys, and upon properties owned, leased, or in any manner controlled by the city.

SECTION 2. All other Sections of Chapter 32 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.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	AN ORDINANCE AMENDING CHAPTER 32, SECTIONS 32.016 AND 32.061, OF THE PIQUA MUNICIPAL CODE TO REFLECT MEETING REQUIREMENTS		
SUBMITTED BY	Name & Title: Stacy Wall		
	Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input 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"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	The current code requirements require the Energy and Park Boards to meet even if there is no agenda. This amendment allows for a meeting to be called upon there being business but also sets a minimum standard of meeting once a quarter.		
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	
	2.	Not approve the ordinance	
	3.	Suggest an amendment	
	4.		
PROJECT TIMELINE	Three readings – no emergency		
STAFF RECOMMENDATION	Staff recommends the adoption of the ordinance to allow for board discretion to set its meeting dates.		
ATTACHMENTS	None		

RESOLUTION NO. R-15-13

**A RESOLUTION AWARDING A CONTRACT
FOR THE PURCHASE OF TRANSFORMERS
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of transformers for the Power System; and

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

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

SEC. 1: Contract with Ermco for the purchase of thirty-six transformers are hereby approved as the lowest, responsible bidders for said project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$121,639.

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	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF TRANSFORMERS FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director Department: Power 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: Energy Board
BACKGROUND (Includes description, background, and justification)	<p>Each year the Power System solicits bids to replenish transformer inventory. Bids were received from five vendors for transformers of various sizes, voltages, and quantities on January 7, 2013. As is our standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses.</p> <p>The lowest and best bids were received from Power Line Supply and Ermco. Ermco was the successful bidder for thirty-six transformers totaling \$121,639. The Power System is requesting authorization to purchase thirty-six transformers from Ermco for a not to exceed price of \$121,639. In addition, a Purchase Order will be issued to Power Line Supply for two Howard transformers totaling \$8,450.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$150,000	
	Expenditure \$:	\$121,639	
	Source of Funds:		
	Narrative:	Included in the 2013 Power System budget is \$150,000 for distribution transformer purchases. Resolution R-15-13 has a not to exceed price of \$121,639, which is below budget.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution R-15-13 awarding a contract to Ermco for the purchase of thirty-six transformers for the power system at a cost not to exceed \$121,639.	
	2.	Revise the quantity of transformers to order.	
	3.	Do not approve the Resolution and provide staff with further direction	
	4.		

PROJECT TIMELINE	Delivery will be made within 8-12 weeks after receipt of order
STAFF RECOMMENDATION	Approve the Resolution No. R-15-13 awarding Ermco a contract for the purchase of a total of thirty-six (36) transformers at a not to exceed price of \$121,639.
ATTACHMENTS	Exhibit A – Evaluated bid results

2013 Transformer Summary

Item No.	Size KVA	Conventional or Pad-Mount	1 or 3 Phase	Primary Voltage	Secondary Voltage	Vendor	Manufacturer	Purchase Price	Quantity	Total
2	25	Conventional	1	7620/13200 Wye	120/240	Ermco	Ermco	\$ 859.00	10	\$ 8,590.00
4	37.5	Conventional	1	7620/13200 Wye	120/240	Ermco	Ermco	\$ 1,062.00	10	\$ 10,620.00
5	50	Conventional	1	2400/4160 X 7620/13200 Wye	120/240	Ermco	Ermco	\$ 1,679.00	10	\$ 16,790.00
9	500	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$ 9,739.00	3	\$ 29,217.00
10	1000	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$ 16,658.00	1	\$ 16,658.00
11	1500	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$ 19,882.00	2	\$ 39,764.00

Grand Total

\$ 121,639.00

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 25 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 _____
7620/13200 X

120/240 X
120/208 _____
277/480 _____
240/480 _____
2400/4160 _____

Transformer Type:

Conventional X

Padmount _____

Single Phase X

Three Phase _____

Quantity: 10

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$859.00	\$2,131.76
2	PLS	Howard	\$841.00	\$2,201.08
3	Wesco	ABB	\$661.00	\$2,424.19
4	Pepco	GE	\$730.00	\$2,424.76
5	Brownstown	GE	\$790.00	\$2,484.76

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$8,590.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 37.5 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200
7620/13200 X

120/240 X
120/208
277/480
240/480
2400/4160

Transformer Type:

Conventional X

Padmount

Single Phase X

Three Phase

Quantity: 10

	Vendor	Manufacturer	Purchase Price	Evaluated Cost
1	ERMCO	ERMCO	\$1,062.00	\$2,824.87
2	PLS	Howard	\$1,045.00	\$2,921.76
3	Pepco	GE	\$890.00	\$3,226.98
4	Brownstown	GE	\$944.00	\$3,280.98
5	Wesco	ABB	\$932.00	\$3,344.97

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$10,620.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 50 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 X
7620/13200 _____

120/240 X
120/208 _____
277/480 _____
240/480 _____
2400/4160 _____

Transformer Type:

Conventional X

Padmount _____

Single Phase X

Three Phase _____

Quantity: 10

	Vendor	Manufacturer	Purchase Price	Evaluated Cost
1	ERMCO	ERMCO	\$1,679.00	\$3,829.22
2	Pepco	GE	\$1,225.00	\$3,983.65
3	Brownstown	GE	\$1,261.00	\$4,019.65
4	Wesco	ABB	\$1,287.00	\$4,106.43
5	PLS	Howard	\$1,677.00	\$4,127.60

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$16,790.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 500 KVA

Primary Voltage:		Secondary Voltage:	
2400/4160 X 7620/13200		120/240	
7620/13200	<u>X</u>	120/208	
		277/480	<u>X</u>
		240/480	
		2400/4160	

Transformer Type:

Conventional	<u> </u>	Padmount	<u>X</u>
Single Phase	<u> </u>	Three Phase	<u>X</u>

Quantity: 3

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$9,739.00	\$26,167.45
2	PLS	Howard	\$11,220.00	\$27,556.35
3	Pepco	GE	\$8,700.00	\$32,598.31
4	Brownstown	GE	\$8,765.00	\$32,663.31
5	Wesco	ABB	\$8,495.00	\$34,529.32

Lowest and Best Bid:

Vendor: **ERMCO** Total Cost: **\$29,217.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 1000 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200
7620/13200 X

120/240
120/208
277/480 X
240/480
2400/4160

Transformer Type:

Conventional _____ Padmount X

Single Phase _____ Three Phase X

Quantity: 1

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$16,658.00	\$46,366.38
2	PLS	Howard	\$16,065.00	\$47,475.60
3	Pepco	GE	\$14,940.00	\$50,608.32
4	Brownstown	GE	\$15,192.00	\$50,860.32
5	Wesco	ABB	\$14,570.00	\$58,132.72

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$16,658.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/8/2013

Evaluated By: Nick Berger

Size: 1500 KVA

Primary Voltage:		Secondary Voltage:	
2400/4160 X 7620/13200		120/240	
7620/13200	<u>X</u>	120/208	
		277/480	<u>X</u>
		240/480	
		2400/4160	

Transformer Type:

Conventional	<u> </u>	Padmount	<u> X </u>
Single Phase	<u> </u>	Three Phase	<u> X </u>

Quantity: 2

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$19,882.00	\$64,592.94
2	Pepco	GE	\$17,300.00	\$69,541.90
3	Brownstown	GE	\$17,421.00	\$69,662.90
4	Wesco	ABB	\$20,484.00	\$70,787.59
5	PLS	Howard	\$25,864.00	\$72,939.66

Lowest and Best Bid:

Vendor: ERMCO

Total Cost: \$39,764.00

RESOLUTION NO. R-16 -13

A RESOLUTION AUTHORIZING A CONTRACT WITH CDM-SMITH TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A HIGH RATE TREATMENT SYSTEM PILOT STUDY AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the Wastewater Treatment Plant Master Plan has been accepted by the OEPA with a current estimated completion date of January 2016; and

WHEREAS, the first item in the Master Plan as approved by the OEPA in accordance with the written submissions involves a Pilot Study of the High Rate Treatment System; and

WHEREAS, Professional Engineering Services are needed to perform the Pilot Study and collect and manage the data received, which the current wastewater treatment plant is not capable of; and

WHEREAS, the High Rate Treatment System needs to be implemented prior to the wet season this Spring and is required prior to the design of the new treatment plant, which is scheduled to begin the process the fourth quarter of 2013; and

WHEREAS, due to the approval and timeline of implementation of the Pilot Study, a delay caused by bidding the professional services would be detrimental to the project based on the OEPA mandates, the professional services are not required to be bid; and

WHEREAS, the professional services offered by CDM Smith are under budget.

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

SEC. 1: The City Manager is authorized to enter into a contract with CDM Smith to perform Professional Engineering Services for the High Rate Treatment System Pilot Study, as approved by the OEPA.

SEC. 2 : The cost involved is not to exceed \$90,000 and will be funded by Wastewater Plant Budget for 2013/DEFA Design loan.

SEC. 3: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms.

SEC. 4: In accordance with Section 34.19 of the Piqua Municipal Code, the professional services does not need to be bid finding that the City Manager has determined that bidding such services would cause a delay detrimental to the Wastewater Treatment Plant Project as already approved by the OEPA and in accordance with the OEPA mandates regarding treatment.

SEC. 5: 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	February 5 th , 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Contract with CDM-Smith to perform Professional Engineering Services for the High Rate Treatment System Pilot Study at the Wastewater Treatment Plant.		
SUBMITTED BY	Name & Title: Dave Davis		
	Department: Wastewater Plant		
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"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>CDM Smith will perform Professional Engineering Services along with data collection of information for the BioActiflo pilot testing program at the Wastewater Treatment Plant (WWTP). The pilot testing program is aimed at identifying specific design parameters for approval by the Ohio EPA to allow the City to take advantage of newer technology to treat higher flow rates during wet weather events. The Wastewater Treatment Plant Facility Plan completed in August 2012 has recently been verbally approved by the Ohio EPA. The Facility Plan recommended the use of this technology to treat wet weather flows and this process now needs to be demonstrated to the Ohio EPA of its ability to perform under high flow conditions. They will also establish acceptable basis of design criteria to meet NPDES permit limits for the Piqua Wastewater Plant.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$90,000	
	Expenditure \$:	\$88,600 Contract + \$1,400 for Contingencies	
	Source of Funds:	Wastewater System Operations Budget/ DEFA Planning Loan	
	Narrative:	This item was included in the 2013 Wastewater Budget. This Service is also covered under the DEFA Planning Loan acquired from OEPA	
OPTIONS (Include Deny /Approval Option)	1.	Approve, and continue with first part of Master Plan for Wastewater Plant for SSO removal.	
	2.	Deny and face possible action and fines by the OEPA	
	3.		
	4.		
PROJECT TIMELINE	Prior to delivery and set up of unit, until final report is received, estimated by November 2013.		

STAFF RECOMMENDATION	Approval of Contract, so the city can continue the schedule approved by the OEPA for SSO removal.
ATTACHMENTS	A copy of CDM Proposal Letter.



8805 Governor's Hill Drive, Suite 305
Cincinnati, Ohio 45249
tel: 513 583-9800
fax: 513 583-9800

January 17, 2013

Mr. Dave Davis
Wastewater Treatment Plant Superintendent
City of Piqua
121 Bridge St.
Piqua, OH 45356

Subject: Engineering Services Proposal
Wastewater Treatment Plant BioActiflo Pilot Testing Consulting Services

Dear Dave:

CDM Smith is pleased to offer our Proposal for assisting the City in the BioActiflo pilot testing program at the Wastewater Treatment Plant (WWTP). The pilot testing program is aimed at identifying specific design parameters for approval by the Ohio EPA to allow the City to take advantage of newer technology to treat higher flow rates during wet weather events. The Wastewater Treatment Plant Facility Plan completed in August 2012 has recently been approved by the Ohio EPA. The Facility Plan recommended the use of this technology to treat wet weather flows and this process now needs to be demonstrated to the Ohio EPA of its ability to perform under high flow conditions and to establish acceptable basis of design criteria to meet NPDES permit limits for Piqua.

The Scope of Services involved with the pilot testing consulting services will include the following tasks:

1. Establish Pilot Testing Protocol
2. Pilot Testing Assistance
3. Prepare Pilot Testing Basis of Design Report
4. Project Management

1. Establish Pilot Testing Protocol

CDM Smith will assist the City in developing the pilot testing protocol by performing the following subtasks:

1.1 WWTP Site Visit – CDM Smith will meet with the City and representatives from Kruger (the BioActiflo vendor) at the WWTP to review possible locations for the BioActiflo pilot plant, locations of temporary electrical power, sampling locations, sources of screened sewage for





Dave Davis
January 17, 2013
Page 2

influent, mixed liquor, and discharge points for the treated effluent and return activated sludge. CDM Smith will coordinate any utility needs or siting limitations with the City and Kruger prior to the pilot testing equipment delivery.

1.2 Coordinate with Kruger and Ohio EPA – CDM Smith will coordinate with the City and Kruger regarding any clarification or requirements, and provide advice to the City or Kruger in acquiring the pilot plant before the pilot testing. CDM Smith will also coordinate with Ohio EPA regarding any specific requirements that they may have regarding the pilot testing. It has already been established through discussions with the Ohio EPA that the required duration of pilot testing will be 12 weeks and that some of the wet weather events can be simulated.

1.3 Prepare Draft Pilot Testing Protocol – CDM Smith will prepare the draft pilot testing protocol document based on discussions with the City, Kruger, and Ohio EPA.

1.4 Submit Draft Protocol to City and Attend Conference Call – CDM Smith will submit the draft protocol to the City and attend a conference call to discuss and receive review comments.

1.5 Submit Draft Protocol to Ohio EPA and Attend Meeting – After receiving review comments from the City, CDM Smith will revise the draft protocol and submit it to the Ohio EPA for comment and approval. CDM Smith will attend a meeting with the City and the Ohio EPA to discuss the protocol and receive approval to proceed.

1.6 Finalize Protocol – CDM Smith will finalize the pilot testing protocol based on the Ohio EPA's review comments and submit to the City, Ohio EPA, and Kruger.

2. Pilot Testing Assistance

During the time that the BioActiflo pilot plant is in operation, CDM Smith will perform the following sub-tasks:

2.1 Review Sampling Data – CDM Smith will review the data as it is being collected and reported by the City and Kruger. This data will ultimately be used to document the basis of design report.

2.2 Coordinate with Kruger and City – CDM Smith will coordinate with the City and Kruger regarding any clarification, requirements, or troubleshooting needs, and provide advice to the City or Kruger during the pilot testing period.

2.3 Attend Site Visits – CDM will visit the pilot testing operations as-needed up to 4 visits. This will include the equipment start-up at a minimum.



Dave Davis
January 17, 2013
Page 3

3. Prepare Pilot Testing Basis of Design Report

After completion of the pilot testing, CDM Smith will prepare the Basis of Design Report for review by the City and Ohio EPA with the intention of receiving Ohio EPA approval of the design parameters for the full-scale BioActiflo system for Piqua. This approval is a precursor to the design and ultimately the Permit-to-Install (PTI) application that would be required for the full-scale implementation.

3.1 Prepare Draft Report – CDM will assemble the data collected and prepare a report summarizing the results of the pilot testing program. The report will establish the design parameters to be used for design of the full-scale BioActiflo system for the Piqua WWTP.

3.2 Submit Draft Report to City and attend Conference Call – CDM Smith will submit the draft report to the City and attend a conference call to discuss and receive review comments.

3.3 Submit Draft Report to Ohio EPA and Attend Meeting – After receiving review comments from the City, CDM Smith will revise the draft report and submit it to the Ohio EPA for comment and approval. CDM Smith will attend a meeting with the City and the Ohio EPA to discuss the report recommendations and respond to Ohio EPA comments.

3.4 Finalize Report – CDM Smith will finalize the Basis of Design report based on the Ohio EPA's review comments and submit to the City, Ohio EPA, and Kruger.

4. Project Management

CDM Smith will perform necessary project management and oversight during the project to oversee and implement CDM Smith's quality control process, prepare monthly invoices, and perform other necessary project-related administrative tasks.

City's Responsibility

To support the performance of the Scope of Services described above, the City will conduct the following activities:

1. Contract with Kruger for furnishing and operating the BioActiflo pilot plant.
2. Provide staff for collecting and analyzing samples. The City may elect to have Kruger perform some or all of these services.
3. Review data and reports prepared by CDM Smith and provide review comments in a timely manner.



Dave Davis
January 17, 2013
Page 4

Schedule

CDM Smith proposes to complete the described scope of services within 6 months after receiving written authorization from the City, unless the schedule is delayed beyond control of CDM Smith, or outside of CDM Smith's stated assumptions. The duration of the pilot testing period itself is assumed to be 12 weeks. CDM Smith assumes that one and one half months would be necessary before and after the 3-month pilot testing period to perform these services for the 6-month overall duration.

Proposed Fee

The above Scope of Services will be completed for the estimated not-to-exceed fee of \$88,600. If the schedule is delayed beyond the control of CDM Smith, or the requirements imposed by the Ohio EPA differ significantly, equipment failure, or weather conditions, the above fee will be adjusted according to account for the additional time or additional scope of services. The fee amount may not be exceeded without prior written authorization by the City of Piqua. CDM Smith will invoice the services performed based on actual work performed based on the attached fee schedule.

We sincerely appreciate the opportunity to continue to assist the City of Piqua with its wastewater management issues. If our Proposal is acceptable, we will submit the necessary Agreement documents, and can begin work immediately upon its execution.

If you have any questions, please do not hesitate to contact me at 513-716-6528.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert C. Yoxthimer".

Robert C. Yoxthimer, P.E., BCEE
Associate
CDM Smith Inc.

Enclosure

cc: D. Burtner, Piqua

DD_2013-01-17.docx

**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.

RESOLUTION NO. R-17-13

A RESOLUTION AUTHORIZING A CONTRACT WITH KRUGER INC. TO PROVIDE A HIGH RATE TREATMENT PILOT UNIT AND OPERATOR

WHEREAS, the Wastewater Treatment Plant Master Plan has been accepted by the OEPA with a current estimated completion date of January 2016; and

WHEREAS, the first item in the Master Plan as approved by the OEPA in accordance with the written submissions involves a Pilot Study of the High Rate Treatment System; and

WHEREAS, the unit required is only available by a single manufacturer and therefore Kruger, Inc. is a sole source provider; and

WHEREAS, the Treatment Pilot Unit is capable of tracking SSOs at a higher rate of flow than the Wastewater Treatment Plant is capable of and will be in place for a 12 week testing period; and

WHEREAS, the High Rate Treatment System needs to be implemented prior to the wet season this Spring and is required prior to the design of the new treatment plant, which is scheduled to begin the process the fourth quarter of 2013; and

WHEREAS, due to the approval and timeline of implementation of the Pilot Study by the EPA, timing of implementation of the Treatment Pilot Unit is critical.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with Kruger Inc. to provide the Treatment Pilot Unit and an operator necessary to perform the Pilot Study at the Wastewater Plant.

SEC. 2: Kruger, Inc. is a sole source provider and therefore falls under the exemptions provided by Piqua Municipal Code Section 34.19 for bidding requirements.

SEC. 3: The cost involved is not to exceed \$117,700 and will be funded by Wastewater Plant 2013 Budget Funds/DEFA Design Loan.

SEC. 4: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms.

SEC. 5: 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	February 5 th 2013		
REPORT TITLE (Should match resolution/ordinance title)	Contract with Kruger Inc. to perform Pilot Study at Wastewater Treatment Plant for Determining abilities of High Rate Treatment System with City of Piqua Flows.		
SUBMITTED BY	Name & Title: Dave Davis		
	Department: Wastewater Plant		
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"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	Ohio EPA has verbally approved the Wastewater Systems Master Plan to remove the SSO from the Great Miami River. Included in that plan is the use of new technologies called High Rate Treatment Systems. The OEPA requires a Pilot Test to show the abilities of this new technology on our plant flows. This Pilot unit is provided by the manufacturer of the system and will be tested to demonstrate its abilities under high flow situations at the wastewater plant. The key to this testing is the time of year to acquire enough data to analyze the abilities of the treatment process. The information gathered from the study will also aid the engineers in the design phase of the improvements.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$200,000	
	Expenditure \$:	\$107,000 Contract + 10% Contingency (\$10,700) Total of \$117,700	
	Source of Funds:	Wastewater System Operations Budget/ DEFA Planning Loan	
	Narrative:	This item was included in the 2013 Wastewater Budget. This Service is also covered under the DEFA Planning Loan acquired from OEPA	
OPTIONS (Include Deny /Approval Option)	1.	Approve, and continue with first part of Master Plan for Wastewater Plant for SSO removal	
	2.	Deny and face possible action and fines by the OEPA	
	3.		
	4.		
PROJECT TIMELINE	12 Weeks starting at Delivery and set up of Unit.		

STAFF RECOMMENDATION	Approval of Contract, so the city can continue the schedule approved by the OEPA for SSO removal.
ATTACHMENTS	Kruger Inc. information and contract.



January 18, 2013

David Davis
Wastewater Superintendent
121 Bridge Street
Piqua OH 45356
937-778-2088
ddavis@piquaoh.org

Re: BIOACTIFLO™ Pilot Study Proposal – CSO Application

Dear Mr. Davis:

Please find the following pilot proposal and data package for BIOACTIFLO™ pilot testing. This proposal summarizes set-up requirements for our pilot unit and includes an agreement for the cost of pilot testing.

As per the attached documents, the cost for pilot testing is \$8,250 per week excluding transportation. This cost includes pilot plant specialists to run the pilot unit and rental cost of the equipment. The transportation of the unit is an additional \$8,000. Total cost of a twelve week pilot study is \$107,000. If additional weeks are anticipated or needed, please add \$8,250 for each additional week. It is the customer's responsibility to supply water sample lab analysis and a crane to unload/ load the steel solids contact tank.

The price excludes sales and/or use taxes. The Customer agrees to provide the necessary tax exemption certificate for sales tax exemption within 30 days after receipt of a pilot agreement executed by all parties. Furthermore, the Customer accepts responsibility for all applicable state and local sales taxes as Kruger is not registered to collect or remit state sales and/or use taxes.

The proposed testing period is to begin February 2013 for a twelve week period. Pilot testing during actual wet weather events is preferred over simulating rain events. It is imperative that Piqua WWTP begins measuring primary influent and primary effluent soluble BOD during all future rain events leading up to pilot equipment delivery. Kruger reserves pilot studies on a first come, first serve basis. Please sign and return the attached agreement (page 2 and 11) to reserve a testing period.

If you have any questions on this package, or other requirements for preparation, please do not hesitate to contact me.

Sincerely,

Tony Cook
Pilot Program Manager

Cc: Brian Frewerd, Robert Clay, Rich Dimassimo, Tom Dumbaugh, Tom Perry, and Daniel Austria - Kruger Inc.
Tim Shaw – HPT



DEMONSTRATION TEST AGREEMENT

THIS DEMONSTRATION TEST AGREEMENT (this "Agreement") is made as of the 18th day of January, 2013, by and between I. Kruger Inc., ("KRUGER") and the City of Piqua ("Customer").

1. KRUGER has submitted to the Customer, dated January 18, 2013 the "Proposal", a copy of which is appended hereto as Attachment A concerning the use of a mobile BIOACTIFLO™ Pilot (the "Unit") at the City of Piqua WWTP located in the City of Piqua, State of Ohio (the "Facility"), and Customer desires to accept the Proposal on the terms and conditions herein set forth.
2. KRUGER shall at all times maintain ownership of the Unit, but shall make the Unit available at the Facility for a twelve week period, mutually acceptable to KRUGER and the Customer, for the completion of a demonstration test (the "Demonstration") as described in the Proposal. The Customer shall provide, at its sole cost and expense, the personnel, services and other support items necessary to completion of the Demonstration, as described in the Proposal. In consideration for making the Unit available for the Demonstration, the Customer shall pay to KRUGER the sums set forth in the Proposal.
3. KRUGER'S provision of the Unit for completion of the Demonstration shall be subject to all of the terms and conditions set forth in Attachment B hereto, each of which are incorporated by reference as if fully set forth herein. The provisions of Attachment B shall survive the expiration or earlier termination of this Agreement. Initially capitalized words and phrases used in Attachment B without definition shall have the meanings ascribed to such words and phrases in this Agreement.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any written notice or other written information to be communicated pursuant to or in connection with this Agreement shall be delivered by reputable overnight courier or certified mail, return receipt requested, to the addresses appearing on the signature page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the day and year first above written.

Facility Legal Name

I. Kruger Inc. d/b/a
KRUGER

By: _____
Print Name:

By: _____
Print Name:

Title: _____

Title: _____

Address: _____

Address: 401 Harrison Oaks Blvd., Suite 100
Cary, NC 27513

ATTACHMENT A
BIOACTIFLO™ Technical Proposal
For
City of Piqua WWTP

The information or data contained in this proposal is proprietary to Kruger and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or part, without the prior written consent of Kruger. This restriction will not apply to any information or data that is available to the public generally.

January 18, 2013

I. Kruger Inc. • 401 Harrison Oaks Boulevard • Suite 100 • Cary, North Carolina 27513
Phone (919) 677-8310 • Fax (919) 677-0082

I) INTRODUCTION

A BIOACTIFLO™ demonstration unit (with a nominal flow rate of 250 gpm @ 40 gpm/sq.ft) will be used to carry out the pilot study in Piqua WWTP. The purpose of the pilot study will be to investigate performance, provide operational data and develop treatment experience with the BIOACTIFLO™ process.

II) THE ACTIFLO® PROCESS

ACTIFLO® is a high rate clarification process that combines two water treatment technologies: ballasted flocculation and plate settling. Microsand in the system promotes flocculation and acts as a weighted structure to produce a very dense floc with a high settling velocity.

Coagulant, such as alum or ferric chloride, is introduced into the influent raw water to destabilize the colloids. With the addition of polymer as flocculent aid, the destabilized particles are attached to microsand in the system by polyelectrolyte bridging. Clarified water is collected in troughs located above the lamella settling tubes, while the settled microsand/sludge slurry is continuously pumped to hydrocyclones. Sludge and microsand particles are separated by the centrifugal force in the hydrocyclones. The lighter sludge is discharged while the heavier sand is injected by gravity back into the system.

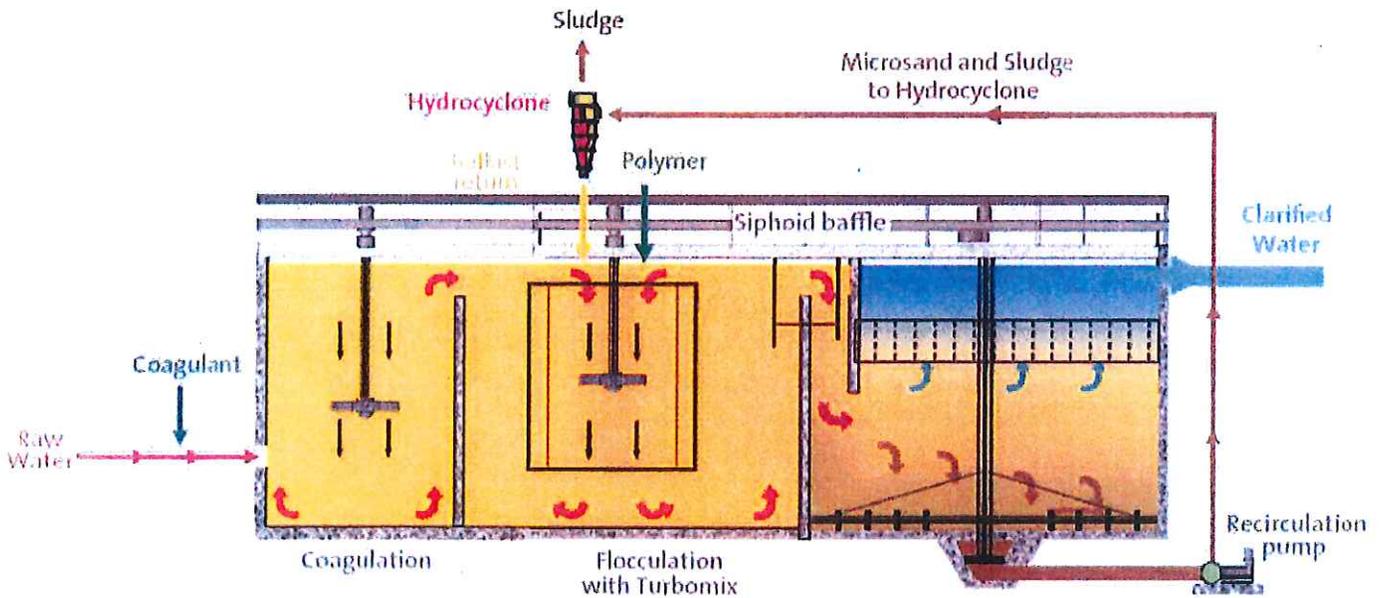


Figure 1: The ACTIFLO® Process

III) THE BIOACTIFLO™ PROCESS

The BIOACTIFLO™ process consists of an aerated contact basin followed by the standard ACTIFLO® process (Figure 1). The contact basin is a zone where raw screened influent wastewater or primary influent is mixed with RAS. The combined influent plus mixed liquor is conveyed to the ACTIFLO® process where it is treated via ballasted flocculation and lamella tube settling that is the standard ACTIFLO® process. Below is a flow diagram of the BIOACTIFLO™ process.

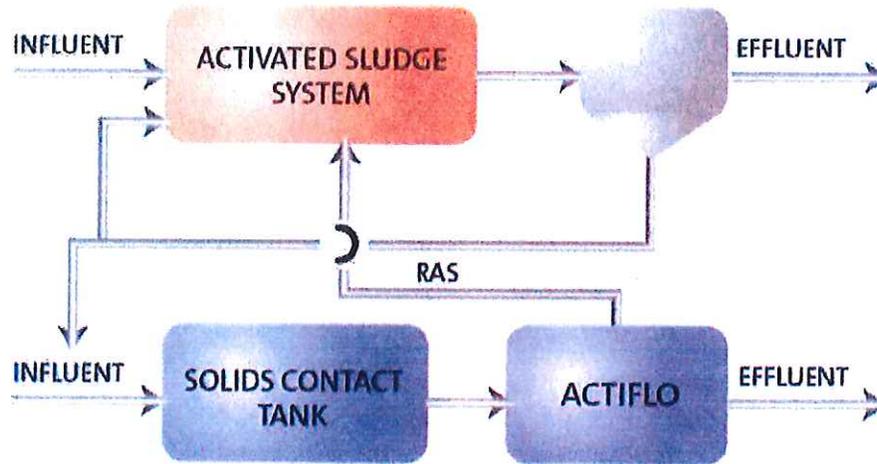


Figure 2: The BIOACTIFLO™ process schematic

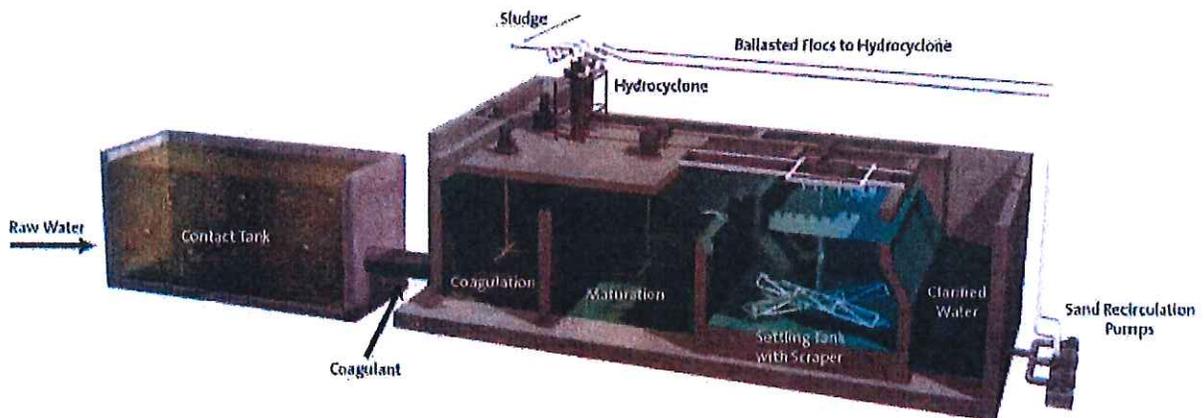


Figure 3: The BIOACTIFLO™ process

IV) THE ACTIFLO® PILOT UNIT SPECIFICATIONS

a) Equipment – Trailer Number 011

The ACTIFLO® pilot unit contains the following equipment:

- One (1) submersible raw water feed pump with VFD control
- Two (2) coagulation tanks equipped with two (2) coagulation tank mixers
- One (1) maturation tank equipped with one (1) maturation tank mixer and one (1) draft tube
- One (1) manual set of basket strainers
- One (1) lamella tube settling module
- One (1) rubber-lined sand recirculation pump
- One (1) Krebs hydrocyclone (U-3)
- One (1) magnetic flow meter for continuous monitoring of raw water flow
- One (1) magnetic flow meter for continuous monitoring of sand recirculation rate
- Two (2) pH meters for raw water pH and coagulated water pH
- Two (2) turbidimeters in-line for raw and settled water turbidities (Make: HACH Solitax sc)
- Two (2) dry/emulsion polymer makeup tanks, with mixers
- Two (2) chemical storage tanks for stocking of chemicals
- Two (2) dosing pumps for chemical addition
- Two (2), variable speed, polymer feed pumps
- One (1) MCC
- One (1) PLC based control panel

b) Equipment – Solids Contact Tank

The Solids Contact Tank contains the following equipment:

- One (1) submersible raw wastewater feed pump with globe valve control
- One (1) submersible RAS feed pump with globe valve control
- Two (2) magnetic flow meter for continuous monitoring of raw wastewater and RAS flow
- One (1) rotating drum screen (3 mm)
- One (1) aeration blower
- One (1) 5500 gallon solids contact tank equipped with fine bubble diffused aeration grids
- One (1) D.O. probe for continuous monitoring of the mixed liquor dissolved oxygen
- One (1) TSS probe for continuous monitoring of the mixed liquor concentration
- One (1) MCC
- One (1) control panel

c) Technical Specifications

- **ACTIFLO® Dimensions:**

Dimensions: 53.0' in length by 8.0' in width by 13.5' in height
Weight: 35,000 lbs (empty); 60,000 lbs (full)

- **Solids Contact Tank Dimensions:**

Dimensions: 26.0' in length by 7.3' in width by 7.0' in height
Weight: 12,000 lbs (empty); 57,000 lbs (full)

- **Capacity:**

Nominal Flow: 250 gpm @ 40 gpm/ft²

Maximum Flow: up to 312 gpm @ 50 gpm/ft²

- **Hydraulic Connections:**

PRIMARY:

Kruger Provides: One (1) influent submersible pump, globe valve controlled, with 50 feet of 4" camlock discharge hose. The pump weighs ~ 400 lbs and has a 100 foot power cord that is plugged into the pilot unit. The pilot unit has one 4" female camlock raw water inlet.

Client Provides: Equipment (backhoe, bobcat, forklift, etc.) to remove the influent submersible pump from the back of the pilot unit and place it in the influent water source (post screen and degrit). If the influent water source is greater than 50 feet away from the solids contact tank pilot unit (including depth of primary influent water basin) additional flexible hose with 4" male camlock and female camlock fittings must be supplied. If more than one water source needs to be evaluated, it is the client's responsibility to pipe all water sources to the testing site or relocate the pilot unit to a different testing site.

RAS:

Kruger Provides: One (1) RAS feed submersible pump with 50 feet of camlock hose. The pump weighs ~ 100 lbs and has a 100 foot power cord that is plugged into the pilot unit. The pilot unit has one 3" female camlock raw water inlet.

Client Provides: Equipment (backhoe, bobcat, forklift, etc.) to remove the RAS feed submersible pump from the back of the pilot unit and place it at the RAS source (post screen and degrit). If the RAS source is greater than 50 feet away from the solids contact tank pilot unit (including depth of RAS basin) additional flexible hose with 3" male camlock and female camlock fittings must be supplied.

ACTIFLO® INFLUENT:

Kruger Provides: One (1) raw wastewater submersible pump, VFD controlled, with 50 feet of 4" influent hose. The pump weighs ~ 400 lbs and has a 100 foot power cord that is plugged into the pilot unit. The pilot unit has one 4" female camlock raw water inlet.

Client Provides: Equipment (backhoe, bobcat, forklift, etc.) to remove the raw water pump from the back of the pilot unit and place it in the raw water source. If the raw water source is greater than 50 feet away from the pilot unit (including depth of influent water basin) additional flexible hose with 4" male camlock and female camlock fittings must be supplied. If more than one water source needs to be evaluated, it is the client's responsibility to pipe all water sources to the testing site or relocate the pilot unit to a different testing site.

PROCESS SLUDGE:

Kruger Provides: One (1) 4" female quick connect (Cam and Groove) fitting. The pilot unit process sludge is a combination of mixed liquor and chemical sludge (approximately 20 - 30 gpm at 0.1 - 0.5% solids). The process sludge is gravity discharged from the pilot unit with

approximately four feet of head.

Client Provides: Enough 4" rigid hose to convey the sludge from the pilot unit to the sludge discharge site. This line must have a 4" male quick connect (Cam and Groove) fitting. The process sludge may need to be pumped to the sludge discharge site. In this case the client will need to supply a holding tank and transfer pump.

EFFLUENT:

Kruger Provides: A 6" female camlock that is about four feet off the ground.

Client Provides: Enough 6" line to go from the pilot unit connection to the ground and then to the discharge site. This 6" line must have a 6" male camlock fitting that will connect to the 6" female fitting supplied by Kruger.

SERVICE WATER:

Kruger Provides: One (1) garden hose connection and 100' of garden hose sections. This connection is connected to the trailer and the service water will supply water to the office sink and polymer feed system.

Client Provides: Potable water to the pilot unit. If the potable water source is greater than 100' from the trailer additional garden hose will be supplied by the client.

- **Foundation Preparation:**

Client Provides: A level surface, which will support the ACTIFLO® trailer of 53.0' in length by 8.0' in width by 13.5' in height and 60,000 lbs (the weight of the pilot unit when filled with water). Pieces of 2" x 10" or 2" x 12" for trailer leveling will be needed. A level surface which will support the solids contact tank of 26.0' in length by 7.3' in width by 7.0' in height and 57,000 lbs (the weight of the solids contact tank when filled with water).

- **Electrical:**

Kruger Provides: a 70-foot, 480 Volt, 60 Amp electrical supply cable for the Solids Contact tank and a 70 foot, 480 Volt, 150 Amp electrical supply cable for the ACTIFLO® trailer. The cables consist of three (3) 3f wires and a ground.

Client Provides: Two separate 480 volt power feeds. A 480-volt, 60 Amp service is needed for the Solids Contact tank. A 480 volt, 150 Amp service is needed for the ACTIFLO® trailer. An electrician who will hard wire the cable to the supply is also required and any additional cable that is needed to reach the power supply.

- **Miscellaneous:**

It is the customer's responsibility to supply a crane to offload and load the steel solids contact tank upon arrival and at decommissioning.

One or two plant personnel will be appreciated on the first two days and the last day to assist in assembling, and disassembling, some of the larger items.

Kruger has (3) submersible pumps, with 100' power cable and 50' of hose available to supply the raw

water to the trailer. Special arrangements must be made to unload the pump and lower it into the primary and RAS sources.

A container (~ 4' x 4') will be required to catch the screened solids at the back of the trailer. The container will need to be dumped periodically.

d) Equipment and Services Provided by Kruger

- One ACTIFLO® demonstration unit with Solids Contact tank, ancillary equipment and instruments as per Section IV a and b.
- Operators working typical first shift hours, 8 hours per day Monday – Friday including set up and break down.
- All polymers (floc. aids)
- Microsand (silica sand)
- A summary of operational results.

e) Equipment and Services Provided by Client

- 12,000 lb. Crane rental to unload/load Solids Contact tank.
- Three submersible pumps are available from Kruger but require special equipment such as a forklift, to remove the pump from the demonstration unit and lower it into the water source.
- Sludge discharge pipe
- Effluent water pipe
- A large container with a drain to catch screened solids.
- Complete responsibility for, and ownership of, all effluents and sludge disposal from the ACTIFLO® pilot unit.
- Utilities: potable water and two 480V electrical supplies.
- Clean, level and accessible site
- All chemicals (including coagulants and any pH adjustments) and disposal of excess chemicals
- Additional equipment which may be required during the pilot testing period which are not installed in the ACTIFLO® demonstration unit.
- All sampling and payment of in-house and outside independent laboratories analysis.
- Manpower and assistance required hooking up and disassembling the pilot unit.
- Operation manpower over the weekends, if necessary.
- A vehicle to move the pilot unit trailer if it is necessary to relocate testing sites during the study

f) Protocol, Data and Visitation

- Both the client/engineer and Kruger must agree upon pilot study protocol prior to the start of the pilot study.
- Kruger reserves the right to all data collected (including ACTIFLO® running conditions and laboratory results) by the client/engineer or Kruger. All data shall be shared between the client/engineer and Kruger at the time that the data is collected or available.
- Kruger reserves the right to use any collected data in their marketing program.
- Kruger reserves the right to bring visitors to the pilot unit throughout the course of the pilot study.

V) RECOMMENDED LABORATORY ANALYSIS

It is recommended that the Client/Engineer perform the following lab analysis on collected grab samples:

Influent WasteWater and Clarified Water:

- TSS
- CBOD₅
- Sol CBOD₅
- COD
- TP/OP
- Phosphorous
- Ammonia
- E. Coli

IMPORTANT: Kruger will need 24 hour turnaround on analytical samples collected during the optimization phase.

Agreement for BIOACTIFLO™ Pilot Testing

Client: City of Piqua, OH

Location: Piqua, OH

Date of Testing: To be determined. Availability for a twelve week pilot study begins February 2013.

Cost of Testing: Eight thousand and two hundred and fifty dollars (\$8,250) per week (A week being defined as typical first shift hours, eight (8) hour days Monday - Friday, excluding weekends and holidays).

Freight Cost: Eight thousand dollars (\$8,000).

Total Cost: The total cost of a twelve week pilot study (one day to set up & one day to disassemble) will be one hundred and seven thousand dollars (\$107,000).

Payment Terms: Billing to be at the completion of pilot testing with payment due net thirty (30) days.

Conditions: All of the conditions as stated in the Demo Test Agreement, Pilot Study Specifications and Proposal package (Attachment A, specifically Section IV c-f) and the attached Standard Terms and Conditions (Attachment B) are acceptable to both parties.

Agreed Upon and Accepted By:

I. Kruger Inc.
401 Harrison Oaks Blvd., Suite 100
Cary, NC 27513

By: _____

By: _____

Date: _____

Date: _____

P.O. # _____

**ATTACHMENT B
TERMS AND CONDITIONS**

- 1. General.** (a) At all times during the term of this Agreement the Unit shall remain the personal property of KRUGER and shall not, by accession or otherwise, become a fixture or part of the real property at the Facility. At the conclusion of the Demonstration, the CUSTOMER shall permit KRUGER access to the Facility for the time period necessary for KRUGER to remove the Unit. (b) The CUSTOMER shall procure all licenses, permits and approvals necessary to the performance of any Demonstration and shall be responsible for complying with all laws and regulations of governmental authorities and agencies affecting any such Demonstration, including without limitation, rules and regulations concerning safety and environmental matters. Notwithstanding the provisions of paragraph 1 (b) herein, KRUGER shall be responsible for any violation of law, rule or regulation caused by the Unit or KRUGER employees.
- 2. Confidentiality; Ownership of Results.** All results, information, data, procedures, formulas, compilations, methods, techniques and processes, whether in writing or otherwise, relating to the Unit or any Demonstration ("Information") shall be received and maintained in confidence by the CUSTOMER, and/or any of its consultants or engineers, and shall not (with the exception of a lawful order of a court of competent jurisdiction or as required to be disclosed by CUSTOMER to any governmental agency in connection with its efforts to obtain any permits, licenses or approvals) be disclosed, directly or indirectly, by any such recipient, except to those of their employees who need to receive such information to enable the CUSTOMER to evaluate the results of any Demonstration. The CUSTOMER shall not, nor shall it permit its consultants or engineers to use or permit the use of any of such Information for any purpose other than to evaluate the results of and Demonstration. All Information, including results, data, discoveries, inventions, and improvements, whether or not patentable or copyrightable, any and all expressions of computer programs, manuals, data bases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice, or developed by either party arising out of the conduct of any Demonstration shall be the sole and exclusive intellectual property of KRUGER with respect to any and all countries, their territories and possessions.
- 3. Warranty.** KRUGER warrants the Unit is free from defects in workmanship and materials. If CUSTOMER gives KRUGER prompt written notice of breach of this warranty within 2 months from delivery (the "Warranty Period"), KRUGER shall, at its sole option and as CUSTOMER'S sole remedy, repair or replace the subject parts or refund the rental price therefore. KRUGER'S warranty is conditioned on CUSTOMER'S (a) operating and maintaining the Unit in accordance with KRUGER'S instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to KRUGER. KRUGER'S warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by KRUGER). OTHER THAN THE WARRANTIES CONTAINED HEREIN, NO WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES REGARDING PERFORMANCE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN GIVEN OR SHALL BE IMPLIED HEREIN REGARDING THE UNIT, THE INFORMATION, ANY DEMONSTRATION OR THE RESULTS OF ANY DEMONSTRATION.
- 4. Indemnification.** KRUGER shall indemnify, defend and hold harmless CUSTOMER from and against any and all claims, demands, actions and causes of action, including without limitation, claims on account of personal injury, including death, or damage to or loss of tangible property of third parties to the extent caused by the negligent or other wrongful acts or omissions of KRUGER. CUSTOMER shall indemnify, defend and hold harmless KRUGER from and against any and all claims, demands, actions and causes of action, including without limitation, claims on account of personal injury, including death, or damage to or loss of tangible property of third parties to the extent caused by the negligent or other wrongful acts or omissions of CUSTOMER.
- 5. Limitation of Liability.**
- (a) Except for the obligation of Kruger and CUSTOMER to indemnify each other for any personal injury or third party property damage claims pursuant to paragraph 4, the aggregate liability of either party, including without limitation for or with respect to their affiliates and employees, arising out of or in connection with the Agreement, any Demonstration or the Unit, including without limitation liability based upon or arising from indemnification or contribution, breach of contract or warranty, strict liability, negligence or other tort, or any other legal or equitable theory, shall not exceed the greater of (i) the amount paid by the CUSTOMER to KRUGER for the Demonstration; or (ii) \$50,000.
- (b) Notwithstanding anything to the contrary herein, in no event shall either party be liable to the other for consequential, incidental, indirect, special, exemplary or punitive damages of any kind, or for loss of profits, revenues or product, or loss of use of any property (whether by shutdown, operation at less than capacity or otherwise), regardless of whether any of the foregoing damages are based directly or indirectly upon indemnification or contribution, breach of contract, strict liability, negligence or other tort, or any other legal theory or equitable claim.
- 6. General Provisions.** The Agreement, together with the Attachments thereto, represents the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, purchase orders, representations or agreements, whether written or oral. The Agreement and these terms and conditions may not be amended except by mutual written agreement of KRUGER and the Customer. No course of performance or failure to strictly enforce any term shall be construed as a waiver thereof. Waiver of any term shall not constitute a waiver of any other term or a continuing waiver. The Agreement, including its Attachments, shall be binding on the parties' respective successors and assigns; provided that the CUSTOMER may not assign, delegate or permit any other transfer thereof without KRUGER'S prior written consent. The Agreement and its Attachments shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions.

RESOLUTION NO. R-18-13

A RESOLUTION AUTHORIZING AN APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDS FROM THE RECREATIONAL TRAILS PROGRAM FOR THE RESTORATION OF PORTIONS OF THE GREAT MIAMI RIVER RECREATIONAL TRAIL

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the Recreational Trails Program (RTP), and

WHEREAS, the City of Piqua desires financial assistance for public recreation purposes, through the Recreational Trail Program (RTP),

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

SEC. 1: That the City of Piqua approves filing an application for Recreational Trails Program assistance.

SEC. 2: That William Lutz, Development Program Manager, is hereby authorized to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for funding assistance.

SEC. 3: That the City of Piqua does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Recreational Trail Program.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution Authorizing an Application to the Ohio Department of Natural Resources for Funds from the Recreational Trails Program for the restoration of portions of the Great Miami River Recreational Trail		
SUBMITTED BY	Name & Title: William Lutz, Development Program Manager		
	Department: Development		
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 checked="" type="checkbox"/> Other: Public Works Director
BACKGROUND (Includes description, background, and justification)	The grant will provide \$150,000 for restoration activity on the Great Miami River Recreational Trail on a 2,000 foot section located between Ash Street and North Main Street. The grant requires a 25% match, meaning that the city must commit \$50,000 in funds for the project.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$50,000	
	Expenditure \$:	\$50,000	
	Source of Funds:	Streets and Parks Operating Funds	
	Narrative:	In reviewing this grant announcement, the Public Works Director indicated that that required matching funds are available for this program from the streets and parks operating fund.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution - This will cause the community to commit \$50,000, if the grant is awarded, and receive a grant of \$150,000 in order to make necessary improvements to the trail	
	2.	Deny Resolution and Continue Work - The commission may choose to deny the resolution and use local funds to repair the trail	
	3.	Deny Resolution and take no action - The commission may choose to deny the resolution and take no action on trail repairs at this time	
	4.		
PROJECT TIMELINE	Application was submitted by February 1, 2013 with award announcements expected by September 1, 2013. The City will have fifteen months to complete the project		
STAFF RECOMMENDATION	Staff would recommend that the City Commission adopt the resolution.		
ATTACHMENTS	None.		

RESOLUTION NO. R-19-13

**A RESOLUTION AUTHORIZING PRELIMINARY
LEGISLATION WITH THE OHIO DEPARTMENT OF
TRANSPORTATION (ODOT) FOR THE
PROGRAMMING OF THE SAFE ROUTES TO
SCHOOL (SRTS) INFRASTRUCTURE PROJECTS**

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of proposed infrastructure improvement projects within the City of Piqua as part of the Safe Routes to School (SRTS) program.

SEC. 1: Project Description

WHEREAS, the City of Piqua has identified the need for the described project:

To construct a multi-use path along Indian Trail with street lighting, the upgrading of the four-way stops with ADA compliant curb ramps at the intersection of Park Ave. & Parkway Dr. Also, the installation of new/replacement of existing deteriorated sidewalks and the installation of ADA compliant curb ramps along Scott St., Walker St. and Gill St. Also, to install rectangular rapid flashing beacons and ADA compliant curb ramps at the intersections along Broadway, W. Greene St., and N. College St. within the City of Piqua, Miami County, Ohio. Said project is further identified as **D07 SRTS MIA Piqua Infra.**

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.2: Consent Statement

Being in the public interest, the City of Piqua (CITY) gives consent to the Director of Transportation to complete the above-described project.

SEC. 3: Cooperation Statement

The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY agrees to assume and bear one-hundred percent (100%) of the entire cost of this improvement, less the amount of Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal highway Administration, U.S. Department of Transportation.

In addition, the CITY also agrees to assume and bear one-hundred percent (100%) of the cost of any construction items requested by the City on the entire improvement, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

The City further agrees to pay one-hundred percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SEC. 4: Utilities and Right-Of-Way Statement

The CITY agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required (if applicable) for the described Project. The CITY also understands that right-of-way costs include eligible utility costs. The CITY agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SEC. 5: Maintenance

Upon completion of the Project, and unless otherwise agreed, the CITY shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SEC. 6: Authority to Sign

The City Manager of the City of Piqua is hereby empowered on behalf of the City of Piqua to enter into contracts with ODOT prequalified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the City Manager is also empowered to assign all rights, title, and interest of the City of Piqua to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

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

SEC. 7: 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	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	Preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the Safe Routes to School (SRTS) Infrastructure projects.		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
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 type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	In May of 2012, the City was notified of our award of a Safe Routes to School (SRTS) grant for the construction of infrastructure projects. The projects will consist of infrastructure improvements around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site. Some of the improvements will consist of the installation of new pavement markings and signage, the installation of ADA compliant curb ramps, the replacement of damaged sidewalk & curbs, and the construction of a multi-use path to the Junior High School from Looney Road, in addition to various other miscellaneous projects. As with all projects receiving federal funds, we are required to program the project with ODOT in order to begin moving forward with the design.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A for this Legislation	
	Expenditure \$:	N/A for this Legislation	
	Source of Funds:		
	Narrative	The grant application was approved to cover 100% of the estimated costs associated with implementing the proposed improvements, which includes both design and construction. Once a consultant is selected for the design, the contract will be brought before the City Commission for their approval. The total grant awarded for both design and construction of the infrastructure projects was \$499,915.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ODOT.	
	2.	Deny the resolution and do not proceed with the project.	

PROJECT TIMELINE	It is anticipated that a consultant will be on board by April of 2013 to begin the design. Construction is scheduled for the spring of 2015.
STAFF RECOMMENDATION	Approval of the resolution to allow for ODOT to complete the programming of the SRTS Infrastructure projects.
ATTACHMENTS	Safe Routes to School Program Agreement

SAFE ROUTES TO SCHOOLS PROGRAM AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Piqua, hereinafter referred to as the Grantee, 201 West Water Street, Piqua, Ohio.

1. PURPOSE

- 1.1 The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) establishes the Safe Routes to School Program and provides federal funding to be used, in part, for noninfrastructure-related activities to encourage walking and bicycling to school. Funds apportioned to Ohio are administered by ODOT to provide financial assistance to state, local, and regional agencies, including nonprofit organizations that demonstrate an ability to meet program requirements.
- 1.2 Section 5501.03 (A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities with other appropriate authorities, and enter into contracts with such authorities to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 Federal funding is provided to the Grantee for the development of a Safe Routes to School Plan, hereinafter referred to as the PROJECT.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 The Grantee shall comply with all applicable Federal and state laws, regulations, executive orders, and applicable ODOT manuals and guidelines; this agreement incorporates the guidelines as if fully rewritten.
- 2.2 Eligible Costs are defined in the FHWA Program Guidance for Safe Routes to School (SRTS).
- 2.3 ODOT may provide up to 100 percent of total project cost, including but not limited to: Creation and reproduction of educational curricula, training workshops, modest incentives for children to encourage continued bicycling and walking over time, additional law enforcement, construction, construction engineering, inspection, testing, planning, environmental studies, right-of-way plans, right-of-way acquisition, plan preparation and environmental remediation, if necessary. For acquisition projects, the sponsor must provide a letter(s) from the landowner(s) indicating a willingness to sell.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 499,915. ODOT shall provide to the Grantee 100 percent of the **eligible costs**, up to a maximum of \$ 499,915 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.
- 3.2 The Grantee shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns.

- 3.3 The Agreement operates on a reimbursement basis only. The costs must first be incurred by the Grantee. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and to be eligible, allowable, allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.4 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT.
- 3.5 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the Grantee with a clear statement regarding any specific cost in eligibility, or inform the Grantee of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the Grantee shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.

4. DEFAULT

- 4.1 Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the Grantee or failure of any representation made to ODOT in connection with any Grant Agreement by the Grantee to be true shall be an event of default, provided that if by reason of force majeure the Grantee is unable in whole or in part to carry out its covenants contained herein, the Grantee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause not reasonably in the control of the Grantee. The Grantee shall however, remedy with all reasonable dispatch each cause preventing the Grantee from carrying out its covenants contained herein.
- 4.2 No remedy herein conferred upon or reversed by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing as law or in equity.
- 4.3 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

5. FEDERAL COMPLIANCE

- 5.1 The Grantee shall fully comply with all federal, state, and local laws, regulations, executive orders, and other legal requirements as they apply to the performance of this Agreement.
- 5.2 All limits or standards set forth in this Agreement are minimum requirements. If there is a conflict among federal, state, or local requirements, the Grantee shall inform ODOT in writing so that a resolution may be arranged, if possible.

5.3 EQUAL EMPLOYMENT OPPORTUNITY:

5.3.1. In connection with the carrying out of the Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision, modified only to show the particular contractual relationship, in all of its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5.3.2. If, as a condition of assistance, the Grantee has submitted, and the federal government has approved, an equal employment opportunity program that the Grantee agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation; and failure to carry out the terms of that equal employment opportunity program shall be treated as violation of this Contract. Upon notification to the Grantee of its failure to carry out the approved program, US DOT will impose such remedies as it may deem appropriate which remedies may include termination of this Contract.

5.4 Grantee shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), and implementing regulations, in the facilities which are involved in the Project for which Federal assistance is given. The Grantee shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the EPA's List of Violating Facilities. Contracts, subcontracts, and subgrants or amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15). The Grantee shall be responsible for reporting any violations to FHWA and to the EPA Assistant Administrator for Enforcement.

5.5 No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Grantee obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal and State standards.

5.6. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

6. GENERAL PROVISIONS

6.1 In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

6.2 If any term, provision or condition contained in this Agreement is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

- 6.3 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 6.4 In no event shall the Grantee or any of its employees, agents, contractors, subcontractors be considered agents or employees of ODOT, the State or US DOT.
- 6.5 ODOT shall not be subject to any obligations or liabilities of the Grantee or its subcontractors or any other person not a party to this Agreement in connection with the performance of this Project without their express, written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
- 6.6 Grantee agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, or the State and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.
- 6.7 Grantee shall not assign or subcontract, in whole or in part, or otherwise dispose of this Agreement without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Agreement.
- 6.8 Grantee covenants and agrees to indemnify and hold ODOT, the State, and their agents harmless against any and all loss, claim, cause of action, damages, liability (including, with limitation, strict or absolute liability in tort or by statute imposed), charge cost or expense (including, without limitation, counsel fees to the extent permitted by law) caused by the Grantee's negligent, intentional, willful or wanton actions or inactions, including such actions or the failure to act of any subcontractors or other employees hired by the Grantee under this Agreement.
- 6.9 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between ODOT and the Grantee. If no agreement can be reached, the dispute will be referred for resolution to the Director.
- 6.10 Grantee shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify ODOT of any current or prospective litigation pertaining to any such third party contract.
- 6.11 The section captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement of any part hereof and shall not be considered in any construction hereof.
- 6.12 Grantee agrees to comply with all applicable state and federal law regarding a drug-free workplace. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.
- 6.13 This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 6.14 Notice under this Agreement shall be directed as follows:

IF TO GRANTEE:

Amy Havenar, P.E.
City Engineer
City of Piqua
201 West Water Street
Piqua, Ohio 45356
PH: 937-778-2044

IF TO ODOT:

Craig Eley-SRST Coordinator
Ohio Department of Transportation
1001 St. Marys Avenue, P.O. Box 969
Sidney, Ohio 45365-0969
PH: 937-497-6832

- 6.15 This Grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.
- 6.16 Any person executing this Grant in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

GRANTEE: CITY OF PIQUA

STATE OF OHIO
Ohio Department of Transportation

By: _____

By: _____

Title: _____

Jolene M. Molitoris
Director

Date: _____

Date: _____

RESOLUTION NO. R-20-13

**A RESOLUTION AWARDED A CONTRACT
TO DEMMY SAND & GRAVEL, LLC FOR THE
CONSTRUCTION OF THE US ROUTE 36
WATER MAIN EXTENSION PROJECT**

WHEREAS, on January 15, 2013, this Commission passed Resolution No. R-6-13 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the US Route 36 Water Main Extension Project; and

WHEREAS, after proper advertisement, bids were opened on January 23, 2013 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A contract is hereby approved with Demmy Sand & Gravel, LLC as the lowest, responsible bidder for the US Route 36 Water Main Extension Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$258,000.

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	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Demmy Sand & Gravel, LLC for the construction of the US Route 36 Water Main Extension Project.		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer Department: Engineering		
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 type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On January 23, 2013, eleven bids were received for the US Route 36 Water Main Extension Project (see attached Exhibit "A").</p> <p>This project will consist of the installation of approximately 2,500 LF of 10-inch ductile iron water main piping, including all of the associated valves and fire hydrants, along US Route 36 to the Springcreek School site.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$425,000	
	Expenditure \$:	\$258,000 (includes a 15% contingency)	
	Source of Funds:	Water Department Budget	
	Narrative	The Piqua City Schools will reimburse the City of Piqua for 100% of the project costs. The City will be providing inspection services as an in kind contribution to the project.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and complete the construction of the US Route 36 Water Main Extension Project.	
	2.	Do not approve the resolution and do not complete the construction of the US Route 36 Water Main Extension Project.	
PROJECT TIMELINE	It is anticipated that all work will be completed by the end of April, weather dependent.		
STAFF RECOMMENDATION	Approve the resolution to allow for the completion of the US Route 36 Water Main Extension Project.		
ATTACHMENTS	Bid Tabulation (Exhibit "A")		

US 36 WATER MAIN EXTENSION
City of Piqua
Bid Tabulation - January 23, 2013

BID ITEM	DESCRIPTION	QUANTITIES			DOBBERS KEY CONSTRUCTION				VIF EXCAVATING				EDBES COLLIC			
		NUMBER	UNITS	UNITS	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST
1	BONDING AND INSURANCE	1	LS		\$4,590.00	\$0.00	\$4,590.00	\$4,590.00	\$2,495.26	\$2,495.26	\$2,495.26	\$0.00	\$5,900.00	\$5,900.00	\$5,900.00	
2	MOBILIZATION	1	LS		\$0.00	\$3,640.00	\$3,640.00	\$3,640.00	\$1,291.36	\$4,135.36	\$4,135.36	\$0.00	\$24,200.00	\$24,200.00	\$24,200.00	
3	TEMPORARY EROSION AND SEDIMENTATION CONTROL	1	LS		\$325.00	\$1,900.00	\$2,225.00	\$2,225.00	\$287.50	\$2,875.00	\$2,875.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	
4	CLEARING AND GRUBBING	1	LS		\$160.00	\$1,240.00	\$1,400.00	\$1,400.00	\$575.00	\$2,075.00	\$2,075.00	\$0.00	\$500.00	\$500.00	\$500.00	
5	COMPACTION/DENSITY TESTING	1	LS		\$0.00	\$2,700.00	\$2,700.00	\$2,700.00	\$575.00	\$3,275.00	\$3,275.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	
6	SITE RESTORATION	1	LS		\$1,850.00	\$8,250.00	\$10,100.00	\$10,100.00	\$115.00	\$10,215.00	\$10,215.00	\$4,614.00	\$5,000.00	\$5,000.00	\$5,000.00	
7	MAINTENANCE OF TRAFFIC	1	LS		\$1,400.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,300.00	\$5,300.00	\$5,300.00	\$7,544.38	\$250.00	\$540.00	\$540.00	
8	CONSTRUCTION LAYOUT STAKING	1	LS		\$0.00	\$972.00	\$972.00	\$972.00	\$1,035.00	\$1,035.00	\$1,035.00	\$0.00	\$1,800.00	\$1,800.00	\$1,800.00	
9	SEEDING	1	LS		\$1,460.00	\$4,372.00	\$5,832.00	\$5,832.00	\$4,715.00	\$10,547.00	\$10,547.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	
10	COMMERCIAL ASPHALT DRIVE REPLACEMENT	50	SY		\$16.30	\$35.30	\$516.00	\$516.00	\$13.31	\$665.31	\$665.31	\$10.44	\$14.40	\$24.84	\$1,242.00	
11	10" DUCTILE IRON WATERLINE 10"	2,600	LF		\$33.45	\$13.30	\$46.75	\$121,550.00	\$40.99	\$107,649.99	\$107,649.99	\$39.79	\$10.34	\$50.13	\$130,338.00	
12	10" DUCTILE IRON, DIRECTIONAL DRILL	190	LF		\$47.60	\$64.20	\$111.80	\$21,242.00	\$84.69	\$16,092.60	\$16,092.60	\$65.12	\$22.47	\$87.59	\$16,642.10	
13	10" WATER VALVE	11	EA		\$1,630.00	\$195.00	\$1,825.00	\$1,825.00	\$1,708.34	\$16,573.74	\$16,573.74	\$1490.55	\$1,137.60	\$2,618.15	\$28,799.65	
14	3/4" CHLORINATION TAP	2	EA		\$80.00	\$420.00	\$500.00	\$500.00	\$1,102.15	\$2,622.15	\$2,622.15	\$42.50	\$66.57	\$111.07	\$222.14	
15	11.25 DEGREE BEND	2	EA		\$350.00	\$170.00	\$520.00	\$520.00	\$329.83	\$692.44	\$692.44	\$210.82	\$50.00	\$260.82	\$521.64	
16	22.5 DEGREE BEND	2	EA		\$243.00	\$170.00	\$413.00	\$413.00	\$335.20	\$748.20	\$748.20	\$216.00	\$50.00	\$266.00	\$532.00	
17	45 DEGREE BEND	2	EA		\$348.00	\$170.00	\$518.00	\$518.00	\$351.59	\$703.18	\$703.18	\$456.20	\$50.00	\$506.20	\$506.20	
18	10" x 10" TEE	1	EA		\$651.00	\$230.00	\$881.00	\$881.00	\$639.76	\$1,520.76	\$1,520.76	\$547.78	\$50.00	\$597.78	\$597.78	
19	10" x 8" TEE	1	EA		\$657.00	\$280.00	\$937.00	\$937.00	\$655.55	\$1,592.55	\$1,592.55	\$417.31	\$50.00	\$467.31	\$467.31	
20	10" CROSS	1	EA		\$793.00	\$280.00	\$1,073.00	\$1,073.00	\$790.34	\$1,863.34	\$1,863.34	\$547.78	\$50.00	\$597.78	\$597.78	
21	10" x 6" REDUCER	1	EA		\$200.00	\$111.00	\$311.00	\$311.00	\$200.72	\$511.72	\$511.72	\$141.70	\$50.00	\$191.70	\$191.70	
22	RELOCATE EXISTING FIRE HYDRANT	1	EA		\$2,382.00	\$1,400.00	\$3,782.00	\$3,782.00	\$1,023.78	\$4,805.78	\$4,805.78	\$6.79	\$1,714.24	\$1,721.03	\$1,721.03	
23	FIRE HYDRANT ASSEMBLY	10	EA		\$3,600.00	\$712.00	\$4,312.00	\$4,312.00	\$4,115.37	\$8,427.37	\$8,427.37	\$3,894.05	\$867.12	\$4,751.17	\$4,751.17	
24	WATERLINE CONNECTIONS	1	EA		\$2,700.00	\$2,300.00	\$5,000.00	\$5,000.00	\$153.18	\$5,153.18	\$5,153.18	\$60.79	\$68.57	\$129.36	\$129.36	
25	DEWATERING CONTINGENCY	1	LS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	
				TOTAL BASE BID			\$269,955.00	\$269,955.00					\$10,000.00	\$10,000.00	\$10,000.00	
				TOTAL BASE BID			\$269,955.00	\$269,955.00						\$10,000.00	\$10,000.00	\$10,000.00
				ACKNOWLEDGED RECEIPT OF ADDENDUM #1												
				TOTAL BASE BID			\$269,955.00	\$269,955.00								
				TOTAL BASE BID			\$269,955.00	\$269,955.00								

US 36 WATER MAIN EXTENSION
City of Piqua
Bid Tabulation - January 23, 2013

BID ITEM	DESCRIPTION	QUANTITIES				TOM'S CONSTRUCTION INC. SITE #17707				SKECAVATING INC. EXTENSION				RIDGES EXCAVATION HERFORD					
		NUMBER	UNITS	UNIT MATERIALS	UNIT LABOR	UNIT COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	
1	BONDING AND INSURANCE	1	LS	\$5,125.13	\$0.00	\$5,125.13	\$0.00	\$0.00	\$5,125.13	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$0.00	\$2,675.00	\$2,675.00	\$2,675.00		
2	MOBILIZATION	1	LS	\$0.00	\$2,875.19	\$2,875.19	\$0.00	\$0.00	\$2,875.19	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$1,950.00	\$1,950.00	\$1,950.00		
3	TEMPORARY EROSION AND SEDIMENTATION CONTROL	1	LS	\$0.00	\$750.00	\$750.00	\$500.00	\$800.00	\$1,000.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00		
4	CLEARING AND GRUBBING	1	LS	\$0.00	\$117.74	\$117.74	\$0.00	\$2,000.00	\$2,000.00	\$117.74	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,100.00	\$2,100.00	\$2,100.00		
5	COMPACTION/DENSITY TESTING	1	LS	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$1,500.00	\$1,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$300.00	\$4,000.00	\$4,300.00	\$4,300.00		
6	SITE RESTORATION	1	LS	\$598.00	\$1,268.70	\$1,806.70	\$1,500.00	\$7,000.00	\$8,500.00	\$1,806.70	\$8,500.00	\$8,500.00	\$8,500.00	\$3,900.00	\$8,100.00	\$12,000.00	\$12,000.00		
7	MAINTENANCE OF TRAFFIC	1	LS	\$0.00	\$784.98	\$784.98	\$0.00	\$8,000.00	\$8,000.00	\$784.98	\$8,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$14,500.00	\$26,500.00	\$26,500.00		
8	CONSTRUCTION LAYOUT STAKING	1	LS	\$0.00	\$900.00	\$900.00	\$0.00	\$2,000.00	\$2,000.00	\$900.00	\$2,000.00	\$2,000.00	\$2,000.00	\$250.00	\$1,500.00	\$1,750.00	\$1,750.00		
9	SEEDING	1	LS	\$3,912.00	\$13,136.32	\$17,048.32	\$1,800.00	\$4,000.00	\$5,800.00	\$17,048.32	\$5,800.00	\$5,800.00	\$5,800.00	\$3,900.00	\$3,000.00	\$6,900.00	\$6,900.00		
10	COMMERCIAL ASPHALT DRIVE REPLACEMENT	50	SY	\$30.29	\$46.06	\$76.35	\$15.00	\$57.00	\$72.00	\$3,817.50	\$72.00	\$3,800.00	\$3,800.00	\$15.00	\$30.00	\$45.00	\$2,250.00		
11	10" DUCTILE IRON WATERLINE 10"	2,600	LF	\$28.42	\$21.24	\$49.66	\$35.00	\$17.00	\$52.00	\$128,116.00	\$52.00	\$135,206.00	\$135,206.00	\$25.00	\$20.00	\$45.00	\$117,000.00		
12	10" DUCTILE IRON DIRECTIONAL DRILL	190	LF	\$48.71	\$72.70	\$122.41	\$45.00	\$68.00	\$114.00	\$23,257.90	\$114.00	\$21,663.00	\$21,663.00	\$100.00	\$75.00	\$175.00	\$33,250.00		
13	10" WATER VALVE	11	EA	\$1,395.75	\$665.25	\$2,061.00	\$1,436.00	\$484.00	\$1,920.00	\$22,871.00	\$1,920.00	\$21,120.00	\$21,120.00	\$1,325.00	\$550.00	\$1,875.00	\$20,625.00		
14	3/4" CHLORINATION TAP	2	EA	\$207.07	\$945.13	\$552.20	\$36.00	\$265.00	\$300.00	\$1,104.40	\$300.00	\$900.00	\$900.00	\$200.00	\$100.00	\$300.00	\$600.00		
15	11.25 DEGREE BEND	2	EA	\$264.90	\$148.40	\$413.30	\$390.00	\$140.00	\$470.00	\$826.60	\$470.00	\$840.00	\$840.00	\$440.00	\$240.00	\$680.00	\$1,360.00		
16	22.5 DEGREE BEND	2	EA	\$259.36	\$147.85	\$407.21	\$324.00	\$140.00	\$464.00	\$814.42	\$464.00	\$826.00	\$826.00	\$440.00	\$240.00	\$680.00	\$1,360.00		
17	45 DEGREE BEND	2	EA	\$263.51	\$148.26	\$411.77	\$270.00	\$135.00	\$408.00	\$823.54	\$408.00	\$815.00	\$815.00	\$440.00	\$240.00	\$680.00	\$1,360.00		
18	10" x 10" TEE	1	EA	\$501.14	\$172.70	\$673.84	\$590.00	\$165.00	\$775.00	\$873.84	\$775.00	\$775.00	\$775.00	\$630.00	\$300.00	\$930.00	\$930.00		
19	10" x 8" TEE	1	EA	\$579.44	\$301.73	\$881.17	\$540.00	\$180.00	\$720.00	\$881.17	\$720.00	\$720.00	\$720.00	\$650.00	\$250.00	\$900.00	\$900.00		
20	10" CROSS	1	EA	\$619.74	\$245.29	\$865.03	\$640.00	\$340.00	\$980.00	\$865.03	\$980.00	\$980.00	\$980.00	\$1,000.00	\$470.00	\$1,470.00	\$1,470.00		
21	10" x 6" REDUCER	1	EA	\$178.78	\$140.66	\$319.44	\$196.00	\$129.00	\$325.00	\$319.44	\$325.00	\$325.00	\$325.00	\$400.00	\$220.00	\$620.00	\$620.00		
22	RELOCATE EXISTING FIRE HYDRANT	1	EA	\$926.84	\$2,107.90	\$3,034.74	\$1,267.00	\$1,233.00	\$2,500.00	\$3,034.74	\$2,500.00	\$2,500.00	\$2,500.00	\$500.00	\$900.00	\$1,400.00	\$1,400.00		
23	FIRE HYDRANT ASSEMBLY	10	EA	\$3,213.65	\$2,043.55	\$5,257.40	\$5,142.00	\$633.00	\$3,975.00	\$52,574.40	\$3,975.00	\$39,750.00	\$39,750.00	\$3,600.00	\$750.00	\$4,350.00	\$43,500.00		
24	WATERLINE CONNECTIONS	1	EA	\$0.00	\$130.36	\$130.36	\$0.00	\$4,000.00	\$4,000.00	\$130.36	\$4,000.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,000.00	\$2,200.00	\$2,200.00		
25	DEWATERING CONTINGENCY	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$7,000.00	\$10,000.00	\$10,000.00		
				TOTAL BASE BID				YES				TOTAL BASE BID				YES			
				\$222,919.00				\$229,774.00				\$299,500.00				\$299,500.00			

US 36 WATER MAIN EXTENSION
 City of Piqua
 Bid Tabulation - January 23, 2013

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BIID ITEM	DESCRIPTION	QUANTITIES			MFM CONSTRUCTION INC				ADIENTA CONSTRUCTION			
		NUMBER	UNITS	UNITS	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST	UNIT MATERIALS	UNIT LABOR	UNIT COST	TOTAL COST
1	BONDING AND INSURANCE	1	LS		\$10,500.00	\$0.00	\$10,500.00	\$10,500.00	\$0.00	\$3,200.00	\$3,200.00	\$3,200.00
2	MOBILIZATION	1	LS		\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$0.00	\$4,800.00	\$4,800.00	\$4,800.00
3	TEMPORARY EROSION AND SEDIMENTATION CONTROL	1	LS		\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,850.00	\$3,700.00	\$3,700.00	\$3,700.00
4	CLEARING AND GRUBBING	1	LS		\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
5	COMPACTION/DENSITY TESTING	1	LS		\$4,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
6	SITE RESTORATION	1	LS		\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$2,750.00	\$5,500.00	\$5,500.00	\$5,500.00
7	MAINTENANCE OF TRAFFIC	1	LS		\$2,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$1,500.00	\$8,000.00	\$9,500.00	\$9,500.00
8	CONSTRUCTION LAYOUT STAKING	1	LS		\$2,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$0.00	\$6,200.00	\$6,200.00	\$6,200.00
9	SEEDING	1	LS		\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$15,000.00	\$15,000.00
10	COMMERCIAL ASPHALT DRIVE REPLACEMENT	50	SY		\$30.00	\$10.00	\$40.00	\$2,000.00	\$56.00	\$56.00	\$112.00	\$5,600.00
11	10" DUCTILE IRON WATERLINE 10"	2,600	LF		\$42.00	\$20.00	\$62.00	\$161,200.00	\$28.53	\$28.53	\$56.06	\$153,556.00
12	10" DUCTILE IRON, DIRECTIONAL DRILL	190	LF		\$70.00	\$55.00	\$125.00	\$23,750.00	\$162.50	\$162.50	\$325.00	\$61,750.00
13	10" WATER VALVE	11	EA		\$1,500.00	\$500.00	\$2,000.00	\$22,000.00	\$1,600.00	\$55.00	\$1,655.00	\$18,205.00
14	3/4" CHLORINATION TAP	2	EA		\$200.00	\$200.00	\$400.00	\$800.00	\$300.00	\$300.00	\$600.00	\$1,200.00
15	11.25 DEGREE BEND	2	EA		\$200.00	\$200.00	\$400.00	\$800.00	\$250.00	\$60.00	\$350.00	\$700.00
16	22.5 DEGREE BEND	2	EA		\$200.00	\$200.00	\$400.00	\$800.00	\$250.00	\$60.00	\$350.00	\$700.00
17	45 DEGREE BEND	2	EA		\$200.00	\$200.00	\$400.00	\$800.00	\$290.00	\$60.00	\$350.00	\$700.00
18	10" x 10" TEE	1	EA		\$400.00	\$200.00	\$600.00	\$600.00	\$550.00	\$60.00	\$610.00	\$610.00
19	10" x 8" TEE	1	EA		\$400.00	\$200.00	\$600.00	\$600.00	\$550.00	\$60.00	\$610.00	\$610.00
20	10" CROSS	1	EA		\$700.00	\$600.00	\$1,300.00	\$1,300.00	\$680.00	\$60.00	\$740.00	\$740.00
21	10" x 6" REDUCER	1	EA		\$250.00	\$200.00	\$450.00	\$450.00	\$225.00	\$50.00	\$275.00	\$275.00
22	RELOCATE EXISTING FIRE HYDRANT	1	EA		\$500.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$3,200.00	\$4,200.00	\$4,200.00
23	FIRE HYDRANT ASSEMBLY	10	EA		\$2,500.00	\$1,000.00	\$3,500.00	\$35,000.00	\$2,800.00	\$2,800.00	\$5,600.00	\$56,000.00
24	WATERLINE CONNECTIONS	1	EA		\$400.00	\$600.00	\$1,000.00	\$1,000.00	\$600.00	\$4,800.00	\$4,800.00	\$4,800.00
25	DEWATERING CONTINGENCY	1	LS		\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
				TOTAL BASE BID			\$224,100.00	\$224,100.00			\$370,846.00	\$370,846.00
				ACKNOWLEDGED RECEIPT OF ADDENDUM #1			YES				YES	

RESOLUTION NO. R-21-13

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
PIQUA MATERIALS INC. AS A SUPPLIER OF STONE AND COLD PATCH FOR
THE 2013 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on January 7, 2013 and January 14, 2013, the Purchasing Analyst publically advertised for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 22, 2013 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Piqua Materials Inc. as the primary supplier of stone and cold patch pursuant to the bid specifications;

SEC. 3: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$51,000;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO PIQUA MATERIALS INC. AS A SUPPLIER OF STONE AND COLD PATCH FOR THE 2013 STREET AND ALLEY MAINTENANCE PROGRAM		
SUBMITTED BY	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works		
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 type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In January of this year, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 22, 2013 and the bid tabulation is shown as "Exhibit B."</p> <p>We decided to accept the renewal prices offered last year from Piqua Materials on the Stone we need annually (shown on "Exhibit A"). We did rebid the cold patch and our price was increased slightly. Unfortunately, the Barrett Paving plant is located in Moraine and Valley Asphalt's is located on Dryden Rd. Therefore, we recommend purchasing all stone and cold patch from Piqua Materials due to the close proximity of their plant to our work areas and hence our increased efficiency.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$51,000	
	Expenditure \$:	\$51,000	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	These items are purchased each year for patching and street repairs. \$51,000 was budgeted for this work in the 2013 budget. Based upon the unit bid prices, the Street Department anticipates completing as many projects as possible up to the \$51,000.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution and continue with our 2013 Street Maintenance Program.	
	2.	Do not approve the Resolution, which in turn would mean no in-house patching or street and alley repairs.	
	3.	Contract out all the patching which would result in less being done for \$51,000.	

PROJECT TIMELINE	Work will be completed in 2013.
STAFF RECOMMENDATION	Approve the Resolution to allow the Street Department to continue with our 2013 Street Maintenance Program.
ATTACHMENTS	Bid Tabulations – Exhibit A (2012) Stone & Exhibit B (2013) Cold Patch

EXHIBIT "A"

Bid Tabulation for IFB 1202
 Opened 1-26-12 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials Piqua, Ohio	Barrett Paving Materials, Inc. Dayton, Ohio	Barrett Paving Materials, Inc. Miami River Quarry Dayton, Ohio	Valley Asphalt Springfield, OH
<u>All prices are per ton</u>				
402 Asphalt	NB \$	58.00	NB \$	64.00
404 Asphalt	NB \$	59.00	NB \$	65.00
Cold Patch	\$ 125.00	105.00	NB \$	115.00
304 Stone	\$ 7.65	NB \$	7.75	NB
411 Stone	\$ 7.65	NB \$	7.75	NB
# 9 Stone	\$ 6.95	NB \$	7.75	NB
# 2 Stone	\$ 7.65	NB \$	7.75	NB
# 57 Stone	\$ 7.85	NB \$	8.25	NB
# 8 Stone	\$ 7.00	NB \$	8.25	NB
Renewal option for 2013	YES	NO	NO	NO
Terms	NET 30	NET 30	NET 30	NET 30

EXHIBIT "B"

CITY OF PIQUA, OHIO

Bid Tabulation for IFB 1302
 Opened 1-22-13 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials Piqua, Ohio	Barrett Paving Materials, Inc. Middletown, Ohio	Valley Asphalt Springfield, OH
<u>All prices are per ton</u>			
402 Asphalt	NB \$	63.00 \$	68.00
404 Asphalt	NB \$	64.00 \$	69.00
Cold Patch	\$ 130.00	110.00 \$	115.00
Renewal option for 2014		NO	NO
Terms	NET 30	NET 30	NET 30

RESOLUTION NO. R-22-13

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND
VALLEY ASPHALT CORP. AS THE SECONDARY SUPPLIER OF HOT MIX FOR
THE 2013 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on January 7, 2013 and January 14, 2013, the Purchasing Analyst publically advertised for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 22, 2013 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Barrett Paving Materials Inc. as the primary supplier of Hot Mix pursuant to the bid specifications;

SEC. 2: A purchase order is hereby authorized to Valley Asphalt Corp. as the secondary supplier of Hot Mix pursuant to the bid specifications should the primary supplier not be able to meet the demands of the City of Piqua;

SEC. 3: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$330,000 between both the primary and the secondary supplier;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	February 5, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND VALLEY ASPHALT CORP. AS THE SECONDARY SUPPLIER OF HOT MIX FOR THE 2013 STREET AND ALLEY MAINTENANCE PROGRAM		
SUBMITTED BY	Name & Title: Doug Harter, Public Works Director		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director;	<input type="checkbox"/> Other:	
BACKGROUND (Includes description, background, and justification)	<p>In January of this year, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 22, 2013 and the bid tabulation is shown as "Exhibit A."</p> <p>We have had issues over the past few years with obtaining the type and amount of asphalt we need for a project from the Barrett plant. Barrett has one hopper, which means they can only produce one type of asphalt at a time, so if they are making base course and we need a finish course, we have to delay our project. This happened to us several times because they produce what the larger contractors need. Also if their plant breaks down, we are at their mercy as to when we can work.</p> <p>In the past, we have purchased asphalt from both Valley Asphalt and Barrett Paving depending on who had the mix available that we needed at any given time. Therefore, similar to last year, we would like to issue a Purchase Order to both Barrett Paving & Valley Asphalt for the purchase of 402 & 404 asphalt to ensure that asphalt will be available to the City when it is needed.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$330,000	
	Expenditure \$:	\$330,000	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	This item is purchased each year for street paving and resurfacing projects. \$330,000 was budgeted for this work in the 2013 budget. Based upon the unit bid prices, the Street Department anticipates completing as many patches and resurfacing projects as possible up to the \$330,000.	

OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution and continue with our 2013 Street Maintenance Program.
	2.	Do not approve the Resolution, which in turn would mean no in-house paving.
	3.	Contract out all the patching and resurfacing, which would result in less being done for \$330,000.
PROJECT TIMELINE	Work will be completed in 2013.	
STAFF RECOMMENDATION	Approve the Resolution to allow the Street Department to continue with our 2013 Street Maintenance Program.	
ATTACHMENTS	Bid Tabulation – Exhibit A	

EXHIBIT "A"

CITY OF PIQUA, OHIO

Bid Tabulation for IFB 1302
 Opened 1-22-13 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials Piqua, Ohio	Barrett Paving Materials, Inc. Middletown, Ohio	Valley Asphalt Springfield, OH
<u>All prices are per ton</u>			
402 Asphalt	NB \$	63.00 \$	68.00
404 Asphalt	NB \$	64.00 \$	69.00
Cold Patch	\$ 130.00 \$	110.00 \$	115.00
Renewal option for 2014		NO	NO
Terms	NET 30	NET 30	NET 30