

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, MAY 7, 2013  
7:30 P.M. – COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**JOINT MEETING OF WASHINGTON TOWNSHIP MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the minutes from the January 15, 2013 Joint Meeting with Washington Township Trustees and Piqua City Commission

**NEW BUSINESS**

2. **RES. NO. R-60-13**

A Resolution declaring the intention to levy a tax in excess of the ten mill limitation and requesting the Auditor of Miami County Ohio certification pursuant to Ohio Revised Code 5705.03

**ADJOURNMENT**

**RESIDENCE PRIDE AWARDS**

Compton Family	707 Caldwell Street
Ben & Carol Groff	225 Jackson Street
Gregory & Trudy Heath	839 W. Grant Street
Thomas & Ana Stahl	206 Fifth Street
Johnny & Rita Smith	209 South Street

**PROCLAMATION:** National Bike Month – Active Living Advisory Council

**PROCLAMATION:** Four Seasons Garden Club – Ms. Sandy Knous-Wolf

**PROCLAMATION:** Police Week in the City of Piqua – Police Chief Bruce Jamison

**REGULAR CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the minutes from the April 16, 2013 Regular City Commission Meeting

2. **RES. NO. R-61-13**

A Resolution appointing a member to the Community Diversity Committee

3. RES. NO. R-62-13  
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the spot paving and resurfacing of I-75 from straight line mileage 14.15 to straight line mileage 19.95

**NEW BUSINESS**

4. RES. NO. R-63-13  
A Resolution authorizing a purchase order to Valley Ford Truck, Inc. for the purchase of an F-450 Dump Truck
5. RES. NO. R-64-13  
A Resolution approving the application for placement of farmland in an Agricultural District filed by Donald E. Apple for Parcel N44-076917 in the City of Piqua
6. RES. NO. R-65-13  
A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation for the CR-25A Phase II reconstruction project
7. RES. NO. R-66-13  
A Resolution authorizing the City Manager to enter into the LPA Federal Local-LET Project agreement with the Ohio Department of Transportation (ODOT) for the CR 25-A resurfacing project
8. RES. NO. R-67-13  
A Resolution authorizing the City Manager to execute a contract with amendment with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center Site at a cost not to exceed \$1,753,996 and authorizing Evans Landscaping, Inc. to proceed with the project
9. RES. NO. R-68-13  
A Resolution authorizing the City Manager to execute a contract with amendment with Burgess and Niple, Inc. for the management, oversight and preparation of the No Further Action Letter for the environmental remediation and demolition of the Piqua Memorial Medical Center site at a cost not to exceed \$257,819.56 and authorizing Burgess and Niple, Inc. to proceed with the project
10. RES. NO. R-69-13  
A Resolution requesting authorization to enter into an agreement with DLZ for an engineering evaluation of the Hydraulic Canal Levee, preparing and operations, maintenance and inspections (OM & I) manual for hydraulic canal levee, and emergency action plans (EAP) for Echo Lake and Franz Pond
11. RES. NO. R-70-13  
A Resolution awarding a contract for the purchase of Ornamental Street Lights for the Power System
12. RES. NO. R-71-13  
A Resolution acquiring the services of P & G Power, LLC for the Power System
13. RES. NO. R-72-13  
A Resolution authorizing the donation of 208 Fourth Street, Parcel No. N44-250339 to Habitat of Humanity of Miami County, Ohio

**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**

**COMMISSIONERS COMMENT**

**ADJOURNMENT**

**MINUTES  
PIQUA CITY COMMISSION/WASHINGTON TOWNSHIP  
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, Wilson, and Washington Township Trustees McMaken, Hiegel, and Holfinger. Absent: None.

**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, Fess, 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.

\_\_\_\_\_  
LUCINDA L. FESS. MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CLERK OF COMMISSION

**AMENDED 5-3-13**

**RESOLUTION NO. R-60-13**

**A RESOLUTION DECLARING THE INTENTION  
TO LEVY A TAX IN EXCESS OF THE TEN MILL  
LIMITATION AND REQUESTING THE AUDITOR  
OF MIAMI COUNTY OHIO CERTIFICATION  
PURSUANT TO OHIO REVISED CODE SECTION  
5705.03**

WHEREAS, it appears that the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Forest Hill Union Cemetery, and that it is necessary to levy a tax in excess of such limitation for the purpose of the operation and maintenance of the Forest Hill Union Cemetery pursuant to Ohio Revised Code Section 5705.19 (T) and that it is the intention to levy a tax in excess of said limitation; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio and by the Board of Trustees of Washington Township, Miami County, Ohio, a majority of all members elected thereto concurring that:

SEC. 1: That said levy will be for the purpose of funding the operation and maintenance of the Forest Hill Union Cemetery as permitted by Section 5705.19 (T) of the Ohio Revised Code, in a total rate and amount which is over and above the ten mill limitation and shall not exceed one half (0.50) mill for each one dollar (\$1.00) of valuation which amounts to five cents (\$0.05) for each one hundred dollars of valuation of which shall renew an existing levy for like purpose to be levied for a period of five (5) years, to be first placed upon the tax lists and duplicate for the tax year 2014, and continuing thereafter on the tax lists and duplicate for the tax years 2015, 2016, 2017, and 2018, to be first collected in the calendar year 2015, and to be collected in the calendar years 2016, 2017, 2018, and 2019, which proposed levy shall be a RENEWAL levy.

SEC. 2: The Miami County, Ohio Auditor is hereby requested to certify to the Piqua City Commission, acting on behalf of the Forest Hill Cemetery Board, the total tax valuation of the property within said district, and the dollar amount of revenue that would be generated on an annual basis upon said valuation by the millage as set forth herein above, as required by the terms and provisions of Section 5705.03 (B) of the Ohio Revised Code.

SEC. 3: The Clerk of the Forest Hill Union Cemetery is hereby directed to certify a true and correct copy of this Resolution, and to forward the same to the Auditor of Miami County, Ohio and to request the Auditor of Miami County, Ohio to cause the certifications requested herein to be provided to this body as soon as practicable.

SEC. 4: This Resolution shall take effect immediately as authorized by Charter Section 12.

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LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

WASHINGTON TOWNSHIP TRUSTEES

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**MINUTES  
PIQUA CITY COMMISSION  
Tuesday April 16, 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. Vice Mayor Vogt called the meeting to order. Also present were Commissioners Martin, Terry, and Wilson. Absent: Mayor Fess.

Moved by Commissioner Terry, seconded by Commissioner Wilson, to excuse Mayor Fess and Commissioner Martin from the April 16, 2013 Regular Piqua City Commission Meeting. Voice vote, Aye: Terry, Wilson, and Vogt. Nay: None.

Vice Mayor Vogt asked for a moment of silence in honor of the bombing victims at the Finish Line of the Boston Marathon on Monday April 15, 2013.

**PRESENTATION**

**Ms. Cindy Bach, Solid Waste Coordinator for Miami County**  
***Topic-Miami County Solid Waste District Update***

Ms. Back gave a brief presentation on some of the programs, and outlined the events planned by Miami County in the near future. There were several questions regarding fees involved with the disposal of electronics or any other household items. Ms. Back mentioned the need for recycling cell phones as they are given to the abuse shelter. Ms. Bach stated the solid waste program will be reviewed, and the disposal bids came in lower than expected and will reflect in a cost savings in both the transfer and tipping fees. Residents are encouraged to visit the Miami County website at [www.miamicountysed.com](http://www.miamicountysed.com) for more information.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

Approval of the minutes from the April 2, 2013 Regular Piqua City Commission Meeting.

**RES. NO. R-50-13**

A Resolution terminating the appointment of David Zimmerman to the Community Diversity Committee

Resolution No. R-50-13 terminates David Zimmerman as a member of the Community Diversity Committee as he no longer resides in the City of Piqua.

**RES. NO. R-51-13**

A Resolution terminating the appointment of David Zimmerman to the Energy Board

Resolution No. R-51-13 terminates David Zimmerman as a member of the Energy Board as he no longer resides in the City of Piqua.

**RES. NO. R-52-13**

A Resolution terminating the appointment of David Zimmerman to the Stormwater Utility Board

Resolution No. R-52-13 terminates David Zimmerman as a member of the Stormwater Utility Board as he no longer resides in the City of Piqua.

**RES. NO. R-53-13**

A Resolution appointing a member to the Tree Committee

Resolution No. R-53-13 appoints Jesse Dotson as a member of the Tree Committee for a term to expire on March 17, 2017.

**RES. NO. R-54-13**

A resolution appointing a member to the Community Diversity Committee

Resolution No. R-54-13 appoints Helen Cuff as a member of the Community Diversity Committee for a term to expire on March 1, 2015.

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

**New Business**

**RES. NO. R-55-13**

A Resolution retaining the service of HORAN to provide Health Insurance Consulting Services for the City of Piqua

Human Resources Director Elaine Barton stated HORAN has worked with the city of Piqua for the past three years as the health insurance consultant. The City extended the contract with HORAN for the third year by Resolution R-79-12 passed June 1, 2012. This also included an option for an additional three year period with the City. Resolution No. R-55-13 would approve the extension for another three years with HORAN. HORAN has negotiated lower health insurance premiums for the City for the past two years, and was successful in the negotiation of only a single digit increase for the 2013 plan year. The City does not incur broker fees, as they are paid a flat fee rather than a percentage of the health insurance coverage. In the three years the City has worked with HORAN there has been an average of only a 5% increase, stated Ms. Barton.

Erik Freudenberg and Julie Tople Account Representatives from HORAN were in attendance to answer questions. Mr. Freudenberg provided a brief overview and answered questions regarding services, fees, and claims in the future, and how they will be processed.

City Manager Huff stated that HORAN has done an outstanding job and is very professional, and has been very helpful in a lot of areas in providing cost savings to the City of Piqua.

Mr. Freudenberg stated it is a pleasure to work with the City of Piqua, and the staff.

**Public Comment**

No one came forward to speak for or against Resolution No. R-55-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-55-13 be adopted. Roll call, Aye: Vogt, Wilson, and Terry. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Resolution No. R-55-13 adopted.

**RES. NO. R-56-13**

A Resolution requesting authorization to enter into an agreement with Fanning Howey Engineering Group for the engineering design services for the North Main Street Streetscape project

City Engineer Amy Havenar explained in October of 2010 the City Commission approved the submission of the N. Main Street Streetscape Project to the Miami Valley Regional Planning Commission for funding under the Transportation Enhancement (TE) program, and was selected for funding. Request for Qualifications (RFQ's) were sent out and Fanning Howey Engineering Group was selected to provide a Technical Proposal for the engineering design services. The project limits are from Greene Street to the River Bridge on N. Main street and the project will consist of the removal and replacement of sidewalk, curbing, street signs, light poles, and installation of brick pavers, benches, trash receptacles and other streetscape amenities where right-of-way permits, stated Ms. Havenar.

Commissioners asked several questions regarding the location of the improvements, the type of materials to be used, along with the expected completion date for the project.

**Public Comment**

No one came forward to speak for or against Resolution No. R-56-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-56-13 be adopted. Roll call, Aye: Vogt, Wilson, and Terry. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Resolution No. R-56-13 adopted.

**RES. NO. R-57-13**

A Resolution requesting authorization to enter into an agreement with EMH&T for the Engineering Design Services for the Safe Routes to Scholl Improvements

City Engineer Amy Havenar explained in May of 2012 the City was notified of the award of the Safe Routes to School (SRTS) grant for construction of infrastructure projects around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site. The proposed improvements for the Wilder site are also located along the designated walking route for the new school which will be located at the former Piqua Memorial Hospital site, and will be a benefit to both sites, stated Ms. Havenar. Requests for Qualifications (RFQ's) were sent out and EMH&T was selected to provide the Technical Proposal for the engineering design services. The grant application was submitted to cover 100% of the estimated costs. However in reviewing a more detailed scope of the work with ODT and EMH&T, the amount of the design work will exceed the amount that originally submitted when applying for the grant and Ms. Havenar explained. The 103 Fund has the capacity to pay for the additional design fees not covered by the grant.

There were several questions asked regarding the type of lights that will be used, the areas the work will be done in. It was noted that after the design services are completed the final plans will come back before the City Commission for review and approval, stated City Manager Huff.

**Public Comment**

Joe Hinds, Colleen Drive, came forward and voiced his concern about the traffic at the corner of High and Downing Street with the YMCA daycare center located there,

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-57-13 be adopted. Roll call, Aye: Terry, Vogt, and Wilson. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Resolution No. R-57-13 adopted.

**RES. NO. R-58-13**

A Resolution authorizing the City Manager to file an application to the Local Government Innovation Fund for the funding of a Feasibility Study for a Shared Service Facility

City Manager Huff explained in 2012 the State of Ohio introduced the Local Government Innovation Fund, which provides loans and grants to local governments to encourage collaborative effort and to pursue innovative practices. After several internal discussions it was determined that the program would be an appropriate use of funds to request a grant for a feasibility study for a shared service facility. The facility would be used to share a fleet management and repair facility with other local government agencies which include Piqua City School District, Ohio Department of Transportation-District VII, Miami East Local School District, and the Covington Exempted Village School District. The funding would pay for the feasibility study to determine if cost savings can be had from all participants by having shared fleet management services.

Commissioner Terry asked if City Manager Huff would explain who ODOT District V11 is and what their role will be in this combined program. City Manager Huff gave a brief overview of ODOT. It was noted that the study is being completely paid for by the State.

**Public Comment**

No one came forward to speak for or against Resolution No. R-58-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-58-13 be adopted. Roll call, Aye: Vogt, Terry, and Wilson. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Resolution No. R-58-13 adopted.

**RES. NO. R-59-13**

A Resolution objecting to the renewal of Liquor Permit #5520104 held by Maradi Petroleum, LLC , DBA Piqua Marathon LLC. 1130 Park Avenue, Piqua, Ohio

Law Director Stacy Wall explained the Piqua Police Department has had significant contact with Buckeye Chuck's at 1130 Park Avenue resulting in multiple court cases and a drain on City resources that affect the community as a whole. Resolution No. R-59-13 is a resolution objecting to the renewal of Liquor Permit #5520104 held by Maradi Petroleum LLC DBA Piqua Marathon LLC. 1130 Park Avenue, Piqua, Ohio for all of the statutory reasons provided in Ohio Revised Code Section 4303.292(A) specifically, (1) (t). This will not close the establishment down, this is objecting to the renewal of their liquor license. A hearing is being requested by the City to voice their concerns to the Liquor Control Board, and the Liquor Board will make the final determination as to the renewal of the liquor license.

**Public Comment**

No one came forward to speak for or against Resolution No. R-59-13

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-59-13 be adopted. Roll call, Aye: Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Resolution No. R-59-13 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.

**OTHER**

Monthly Reports for February were noted and received.

**City Manager's Report**

City Manager Huff stated the City will kick off the ASTR Grant which is the Agency for Toxic Substance and Disease Registry. This will involve the Center for Disease Control, the National Brownfields Association, and the Consultant for this project Burgess and Niple. This is a \$138,000 grant, and the City of Piqua is the first municipality in the nation to receive this type of grant.

City Manager Huff announced the Development Department has scheduled a work session to be held in the Commission Chambers on Monday, April 22, 2013 at 7:00 P.M. to discuss the future location of a new Dog Park in the City of Piqua.

City Manager announced the Arbor Day Celebration will be held at French Park on Monday, April 29, 2013 at 10:00 A.M. with the rain date of May 6, 2013.

City Manager Huff congratulated Power Systems Director Ed Krieger on being selected as the American Public Power Association recipient of the Robert E. Roundtree Rising Star Award. This award is given to individuals who are recognized by their peers as future leaders of the Public Power System. The award will be presented at the National APPA Conference in Nashville, Tennessee in June.

**Commissioners Comment**

Vice Mayor Vogt stated he wanted to speak on behalf of the Friends of the Parks who are working very hard on plans for improvements to Pitsenbarger Park. Plans include a statue of William H. Pitsenbarger, Splash Pad, and new signage. Vice Mayor encouraged citizens to support the efforts of the Friends of the Parks, further stating the donations are tax deductible.

Vice Mayor Vogt announced all of the proceeds from the City of Piqua Car Show in July will go the Pitsenbarger Sports Complex renovations this year.

Commissioner Wilson stated the Friends of the Parks fund raising committee have put a lot of effort in fundraising for the various new projects at Pitsenbarger Sports Complex. Commissioner Wilson reminded citizens that their pledges are tax deductible, and encourage citizens to send in their pledges. The new Splash Pad will be a great improvement to the Municipal Pool as attendance has been down the last year. The Splash Pad will help to raise the attendance and bring people back to the municipal pool. Commissioner Wilson thanked the Friends of the Parks committee members for all of their hard work and dedication to these worthwhile projects.

Commissioner Terry stated there have been a couple of Ribbon Cuttings recently including the new Buffalo Rings and Wings, and the Heartland Credit Union. Commissioner Terry thanked both of them for investing their money in Piqua, and asked citizens to support them.

Commissioner Terry reminded citizens to pick up trash when they see it in their yards and in their neighborhoods. The planters in the downtown area are also being used for trash, and Commissioner Terry asked that trash not be placed in them as it damages the soil for the flowers that are going to be planted soon. Also when walking by St. James Church Commissioner Terry noticed a pile of cigarette butts that had been dumped out by the bump out, and asked citizens to please refrain from dumping their trash out on the public streets.

Vice Mayor Vote reminded citizens not to blow their grass into the gutters when mowing, but to blow it back into their yards as this clogs up the sewer.

It was stated that the Executive Session would not be held due to the absence of two of the Commission Members at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, to adjourn from the Regular Piqua City Commission Meeting at 8:20 P.M. Voice vote, Aye: Terry, Wilson, and Vogt. Nay: None. Motion carried unanimously.

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WILLIAM D. VOGT, VICE MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-61-13**

**A RESOLUTION APPOINTING A MEMBER  
TO THE COMMUNITY DIVERSITY COMMITTEE**

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: Doug Smith is hereby appointed as a member of the Community Diversity Committee for a term to expire on 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.

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LUCINDA L. FESS MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

## RESOLUTION NO. R-62-13

### A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE SPOT PAVING AND RESURFACING OF I-75 FROM STRAIGHT LINE MILEAGE 14.15 TO STRAIGHT LINE MILEAGE 19.95

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming on a project proposing spot paving and resurfacing on I-75 within the City of Piqua.

#### SEC. 1: Project Description

WHEREAS, the State has identified the need for the described project:

To do spot paving and resurfacing to repair damaged pavement from the winter season in the City of Piqua from Straight Line Mileage 14.15 to Straight Line Mileage 19.95, in the City of Piqua, Miami County, Ohio. Said project is further identified as **MIA/SHE IR 75 14.15/0.00.**

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 has no obligation for costs for the project as described in Section I. ODOT will provide all 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 pay One-Hundred percent (100%) of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

If curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, future maintenance of installed sidewalk curb ramps shall be the responsibility of the CITY. The CITY shall adjust any existing castings, as required, with CITY forces.

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

The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and

Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

The CITY agrees that all utility accommodation, relocation and reimbursement will 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 agreements with the Director of Transportation necessary to complete the above-described project.

SEC. 7: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-63-13**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO  
VALLEY FORD TRUCK, INC. FOR THE PURCHASE OF AN  
F-450 DUMP TRUCK**

WHEREAS, the Underground Utilities Department requires the purchase of dump truck for fulfilling their daily work orders efficiently and effectively throughout the City of Piqua; and

WHEREAS, purchase will be made using State Bid Contract #GDC -093, item # 38AT, and our quote for our exact specifications 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 Valley Ford Truck, Inc. in the amount of \$44,972.00.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury in payment for said services rendered.

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

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LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	Tuesday, May 7, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	<b>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY FORD TRUCK, INC. FOR THE PURCHASE OF AN F-450 DUMP TRUCK</b>		
<b>SUBMITTED BY</b>	Name & Title: Todd Brandenburg, Underground Utilities Superintendent		
	Department: Underground Utilities Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	This purchase will increase the effectiveness and efficiency of the Underground Utilities Department field operations in water distribution, wastewater collection, and stormwater maintenance. The versatility of this truck will allow for crews to use it as a flat-bed truck for material handling along with utilizing it as a dump truck. The decision to move forward with a 1-ton dump truck was made due to the amount of work that is performed by crews in tight areas and in and near traffic.		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	In total \$45,000 is budgeted for 2013	
	Expenditure \$:	\$44,972	
	Source of Funds:	403-000-190-3392; 404-000-190-3392; 411-000-190-3392	
	<b>Narrative:</b>	Underground Utilities is supported by the budgets for Water, Wastewater and Stormwater.	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve Resolution R-6-13 authorizing the purchase of this dump truck.	
	2.	Do not approve the Resolution. Our department would be much less efficient and effective continuing to use the older truck we have now.	
<b>PROJECT TIMELINE</b>	The delivery of the truck should be within 4 months of our order.		
<b>STAFF RECOMMENDATION</b>	It is the staff recommendation to approve this Resolution to purchase the aforementioned truck to increase Underground's effectiveness in carrying out daily operational tasks with versatile pieces of equipment such as this.		
<b>ATTACHMENTS</b>	State Bid Pricing Sheet for Item 38AT and our Quote from Valley Ford.		

"EXHIBIT A"

## CAPITAL PURCHASE APPROVAL

DEPARTMENT: UNDERGROUND UTILITIES

ACCOUNT NUMBER: 403-000-190-3392 / 404-000-190-3392 / 411-000-190-3392

ITEM: F450 1-TON DUMP TRUCK

NEEDED (WHY?): REPLACEMENT / INCREASE  
EFFICIENCY & EFFECTIVENESS

ORIGINAL BUDGET AMOUNT: \$45,000

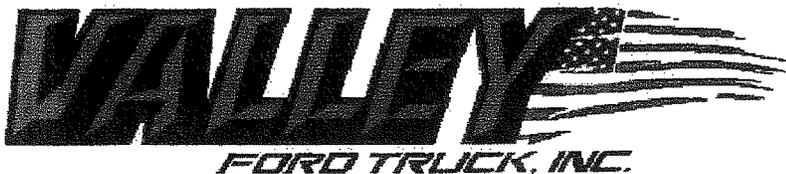
WORK ORDER # IF NEEDED: N/A

SUPERVISOR SIGNATURE: \_\_\_\_\_

CITY MANAGER APPROVAL: \_\_\_\_\_

ALL CAPITAL ITEMS MUST BE APPROVED BY THE CITY MANAGER PRIOR  
TO PURCHASE

---



5715 Canal Rd., Cleveland, OH 44125  
Phone 800.533.2400 Fax 216.520.0486  
ValleyFordTruck.com

January 8, 2013  
City of Piqua  
Todd Brandenburg

Hi Todd,

Following are the revised specifications for the truck we have discussed:

F450 Chassis

Upfit: 9' Steel dump with Drop sides,

Color: White

Regular Cab

16,000lb GVW

6.7L Diesel engine

Auto Trans

AM FM radio

A/C

Upfitter switches

60" CA

Trailer tow pkg

Cost is \$44,972

Body specification City of Piqua

9' Carbon steel dump

Drop sides

Pintle hitch

---

*Signature to confirm specifications and color*

---

I will follow up.

Regards,

Jenny Loveland

Fleet/Government Sales Manager

Proud Member of:  
Northern Ohio Service Directors  
Ohio Township Association  
Vendor State of Ohio

**Cab & Chassis – 16,000 lbs., DRW, 2WD, Reg Cab – Gasoline**

Item Number 38AT

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
<b>FY2013</b>			
<b>Powertrain:</b>		<b>Exterior:</b>	
Engine Type (Cylinder/Liter)	10 / 6.8	Body Side Moldings	Mfg. Std.
Horsepower (Net HP)	362		
Automatic Transmission	Automatic		
Locking Differential	Locking Differential		
Drivetrain	2WD		
<b>Chassis:</b>		<b>Seating:</b>	
Alternative Fuel (Type)	NA	Seating Capacity	3
Fuel Capacity (single or dual) (gals.)	40	Front Seat Type	Split Bench
Tires	All Season	Seat Covering	Vinyl
Spare Tire	Full Size	Floor Covering	Vinyl
Cooling System	h.d.a.		
<b>Safety:</b>		<b>Accessories:</b>	
Restraint System (Driver and Passenger)	Required	Air Conditioning	Required
Supplemental Restraint System (Driver and Passenger)	Required	Tilt Wheel & Cruise Control	Required
Power Antilock Brakes (Front and Rear)	Required	Power Windows & Door Locks	Required
<b>Dimensions:</b>		Keyed Door Locks	Required
Wheelbase (in)	140	2 Sets of Keys with FOBS	Required
Head Room (Front)	40	Intermittent Windshield Wipers	Required
Leg Room (Front)	41	Radio	Std. AM/FM
Shoulder Room (Front)	68	Exterior Rear View Mirror	Dual
Hip Room (Front)	67	Cargo Dome Lighting	Required
Payload (lbs.)	9,930		
Gross Vehicle Weight Rating(GVWR)	16,000		
<b>Electrical:</b>		<b>Warranty:</b>	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Battery (CCA)	Mfg. Std.		

ITEM – 38AT – CAB & CHASSIS – Regular Cab, 2WD, DRW, 16,000 lb. – Gasoline

DELIVERY: 120 DAYS A.R.O. (See IV.A.) INDICATE CITY/STATE OF MANUFACTURER: Louisville, KY

CONTRACTOR: Valley Ford MFG: Ford MODEL: F450 MODEL NUMBER: F4G

Item ID No.: 23941 UNIT PRICE: \$28,449.00

List any exceptions to the specifications: NONE

<u>ITEM ID NO.</u>		<u>UNIT COST</u>
<u>23942</u>	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<u>\$ .50</u>
<u>23943</u>	Minimum Delivery Charge	<u>\$ 50.00</u>

<u>ITEM ID NO.</u>	<u>CONTRACTOR'S ORDER NO.</u>	<u>OPTIONS</u>	<u>UNIT COST</u>
<u>23944</u>	<u>TAG</u>	30 Day Tag	<u>\$ 18.50</u>
<u>23945</u>	<u>PM</u>	Parts Manual (Electronic)	<u>\$ 380.00</u>
<u>23946</u>	<u>SM</u>	Service Manual (Electronic)	<u>\$ 380.00</u>
<u>23947</u>	<u>1K</u>	Additional Set of Keys	<u>\$ 70.00</u>
<u>23948</u>	<u>1S</u>	Cloth Seat Covering	<u>\$ 85.00</u>
<u>23949</u>	<u>52B</u>	Tow Hitch / 7-Pin Plug / Brake Controller	<u>\$ 500.00</u>
<u>23950</u>	<u>THB</u>	All-Terrain Tires	<u>\$ 189.00</u>
<u>Specify on PO</u>	<u>TTM1</u>	Trailer Tow Mirrors	<u>\$ 0.00</u>
<u>23951</u>	<u>BU</u>	Backup Alarm	<u>\$ 59.00</u>
<u>Specify on PO</u>	<u>SB EXT</u>	Seat Belt Extender (1 Unit)	<u>\$ 0.00</u>
<u>23952</u>	<u>18B</u>	Step Rails / Running Boards	<u>\$ 273.00</u>
<u>23953</u>	<u>9' DUMP</u>	2 Yard Dump Body	<u>\$ 7,100.00</u>
<u>23954</u>	<u>84" CA</u>	84" CA in lieu of 60" CA (NA w/ 2 Yard Dump Body)	<u>\$ 184.00</u>
<u>23955</u>	<u>99T</u>	Diesel Engine	<u>\$ 6,649.00</u>

List standard paint colors: Vermillion Red, Pale Adobe, Blue Jeans Metallic, Tuxedo Black, Sterling Gray, Ingot Silver, Green Gem Metallic, Oxford White

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the contract analyst, David Colopy, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice.

**RESOLUTION NO. R- 64 -13**

**A RESOLUTION APPROVING THE APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT FILED BY DONALD E. APPLE FOR PARCEL N44-076917 IN THE CITY OF PIQUA**

WHEREAS, Donald E. Apple has submitted an application to designate parcel N44-076917 as an agricultural use; and

WHEREAS, parcel N44-076917 is devoted exclusively for agricultural use; and

WHEREAS, the placement of this property in an agricultural use district will not adversely impact the City of Piqua's development needs; and

WHEREAS, this Resolution was adopted at an advertised public meeting, which also served as a public hearing on the application for the identified parcels herein;

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 application to place parcel N44-076917 in an agricultural use district as provided by Ohio Revised Codes Section 929.02 is hereby approved;

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

## APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

230  
File Number

(O.R.C. Section 929.02)

(See Reverse Side For Instruction Before Completing Application)

New Application   
Renewal Application

A. Owner's Name: LLC APPLE

Owner's Address: 1225 E. J.S. 36 PIQUA, OH. 45356

Description of Land Shown on Property Tax Statement: IL 7854 EPT

Location of Property CO RD 25A PIQUA, OH. MIAMI

Street or Road

County

TAX DISTRICT (S)

PARCEL NUMBERS (S)

# OF ACRES

Piqua

N44-076917

20.283

Total Number of Acres                     

B. Does any of the land lie within a municipal corporation limit or subject to pending annexation? Yes  No

If YES, REMEMBER a copy of this application must be submitted to the clerk of the municipal legislative body.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 O.R.C.? Yes  No

1 If "NO" complete the following showing how the land was used the past three years:

	LAST YEAR Acres	TWO YEARS AGO Acres	THREE YEARS AGO Acres
Cropland	19.7		
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
<b>Total Acres</b>			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government? Yes  No

If "NO", complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2500.00) dollars or more, or
2. If the owner anticipates that the land will produce an annual gross income of (\$2500.00) or more, evidence must be attached showing the anticipated gross income.

**Authorization and Declaration**

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5 year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Signature of Owner Don Apple Date 4/3/13

**RESOLUTION NO. R-65-13**

**A RESOLUTION REQUESTING FINAL LEGISLATION  
TO ENTER INTO AN AGREEMENT WITH THE OHIO  
DEPARTMENT OF TRANSPORTATION FOR THE CR  
25-A PHASE II RECONSTRUCTION PROJECT**

WHEREAS, on the 2<sup>nd</sup> day of November, 2009, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of the widening of the roadway from two to four lanes, creating an urban cross section with curbs and gutters with sidewalks on both sides, lying within the City of Piqua; and

WHEREAS, the LPA 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 the improvement, less the amount of Federal-aid MVRPC 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

Also, the City agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.

The share of the cost of the LPA is now estimated in the amount of Four Hundred Fifteen Thousand and - - 00/100 Dollars (\$415,000.00) which includes a 10% contingency, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

SEC. 1: That the sum of Four Hundred Fifteen Thousand and - - 00/100 Dollars (\$415,000.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and

expense over and above the amount to be paid from Federal funds as agreed upon and approved in Resolution R-100-09. Said appropriated amount shall cover the estimated cost and any contingency for the actual dollar amount of the Project, which will be based upon advertised bids received.

SEC. 2: That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SEC. 3: That the LPA enter into a contract with the State, and that the City Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

SEC. 4: That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 2nd day of November, 2009, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

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

<b>MEETING DATE</b>	May 7, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the CR 25-A Phase II Reconstruction Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On November 2, 2009, City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the CR 25-A Phase II Reconstruction Project. The City then engaged consultants to begin the detailed design, the environmental documents, and the right-of-way acquisition.</p> <p>The CR 25-A Phase II Reconstruction Project will consist of the reconstruction of CR 25-A from Country Club Road to Looney Road and will include new granular base, asphalt pavement, concrete curb &amp; gutter, sidewalks and the installation of new storm sewer. Project also includes the adjustment of existing utilities where necessary.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$3.4 million	
	Expenditure \$:	\$3.4 million	
	Source of Funds:	Local (103 Fund, Water Fund, Wastewater Fund & Storm Water Fund)  This project is a joint project between the City of Piqua and Miami County; therefore, all local costs incurred will be split 50/50.	
	<b>Narrative</b>	<p>The City has received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission in the amount of \$2,046,000 for this project. We have also received \$950,000 from the Ohio Public Works Commission.</p> <p>While the bids are not in yet for this project, the estimated construction cost at this time is approximately \$3.4 million. Therefore, the estimated local portion of the</p>	

		project is approximately \$415,000 (includes 10% contingency) will be split with Miami County. If the actual bids come in higher, the local portion will increase. If the bids come in lower than the estimate, the local portion will decrease. Bids are due in on May 23, 2013.
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ODOT.
	2.	Deny the resolution, return the money, and do not proceed with the project.
<b>PROJECT TIMELINE</b>	The construction is scheduled to begin in July of 2013 with completion the fall of 2014.	
<b>STAFF RECOMMENDATION</b>	Approval of the Resolution to enter into an agreement with ODOT to allow for the CR 25-A Phase II Reconstruction Project to proceed.	
<b>ATTACHMENTS</b>	Contract (Exhibit A)	

# EXHIBIT A

PID No. 86659  
Project No. \_\_\_\_\_ (2013)

## CONTRACT (Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Piqua, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

### WITNESSTH:

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

### SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

### SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of the widening of the roadway from two to four lanes, creating an urban cross section with curbs and gutters with sidewalks on both sides, lying within the City of Piqua.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Three Hundred Seventy Six Thousand One Hundred Seventy Six and - - - - 16/100 Dollars, (\$376,176.16).**
5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid MVRPC 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.

**Also, the City agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.**

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

City of Piqua  
201 West Water Street  
Piqua, Ohio  
45356

Ohio Department of Transportation  
Office of Estimating  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA 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.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XI: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
City of Piqua**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved:  
Mike DeWine  
Attorney General of Ohio

By: \_\_\_\_\_  
Stephen H. Johnson  
Chief, Transportation Section

Date: \_\_\_\_\_

**RESOLUTION NO. R-66-13**

**A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO ENTER INTO THE LPA FEDERAL  
LOCAL-LET PROJECT AGREEMENT WITH THE  
OHIO DEPARTMENT OF TRANSPORTATION  
(ODOT) FOR THE CR 25-A RESURFACING  
PROJECT**

WHEREAS, the National Transportation Act has made available certain Federal funding for use by local public agencies; and

WHEREAS, the City of Piqua has been awarded a portion of this funding through the Miami Valley Regional Planning Commission for the resurfacing of CR 25-A from south of Statler Avenue to Riverside Drive; and

WHEREAS, the Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs;

WHEREAS, the City of Piqua and ODOT desire to enter into a Local Let Project Agreement regarding the MIA-CR25A-14.87, PID 95643 Project; substantially in the form of 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: The City Manager is hereby authorized to execute the MIA-CR25A-14.87 LPA Federal Local-Let Project Agreement substantially in the form attached hereto as Exhibit A and all documents, instruments and agreements contemplated thereby and to execute such amendments to the MIA-CR25A-14.87 LPA Federal Local-Let Project Agreement from time to time as contemplated by such Agreement.

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

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	May 7, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A resolution authorizing the City Manager to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the CR 25-A Resurfacing Project		
<b>SUBMITTED BY</b>	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In October of 2012, City Commission approved the submission of the CR 25-A Resurfacing Project to the Miami Valley Regional Planning Commission for funding under the Surface Transportation Program (STP) Resurfacing Program. This project was selected for funding and this resolution would allow us to begin the plan development process.</p> <p>This project is being programmed as a Local-Let project which means the plan development, the project bidding, and the construction inspection will be performed in-house, rather than having to hire a consultant to complete this work.</p> <p>The project limits are from south of Statler Avenue to Riverside Drive on CR 25-A. The project will consist of milling and overlaying of the roadway with a new asphalt surface, the replacement of broken down catch basins within the roadway, the installation of ADA compliant handicap ramps at all of the intersections within the paving limits, and the placement of new pavement markings within the project limits.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A for this Legislation	
	Expenditure \$:	N/A for this Legislation	
	Source of Funds:		
	<b>Narrative</b>	At this time, the total cost for the project is estimated to be \$782,920. ODOT will provide to the City of Piqua 75% of the eligible costs, up to a maximum of \$583,440 in Federal funds.	
	1.	Approve the resolution to enter into an agreement with ODOT.	

<p style="text-align: center;"><b>OPTIONS</b> (Include Deny /Approval Option)</p>	<p>2.</p>	<p>Deny the resolution, return the funding, and do not proceed with the project.</p>
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>	<p>The project will be bid early 2014 with the resurfacing scheduled to begin in the spring of 2014.</p>	
<p style="text-align: center;"><b>STAFF RECOMMENDATION</b></p>	<p>Approve the resolution to allow for the City to enter into an agreement with ODOT for the CR 25-A Resurfacing Project.</p>	
<p style="text-align: center;"><b>ATTACHMENTS</b></p>	<p>LPA Federal Local-Let Project Agreement (Exhibit A)</p>	

# Exhibit A

Rev. 6/18/2012

CFDA 20.205

MIA CR 25 A 14.87  
COUNTY-ROUTE-SECTION

95643  
PID NUMBER

25790  
AGREEMENT NUMBER

## LPA FEDERAL LOCAL-LET PROJECT 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 LPA, 201 West Water Street, Piqua, Ohio, 45356.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, 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 The (INSERT BASIC PROJECT DESCRIPTION) (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 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 local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
  - a. Section 5501.03(D) of the Ohio Revised Code;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$782,920 as set forth in Attachment 1. ODOT shall provide to the LPA 75 percent of the eligible costs, up to a maximum of \$583,440 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

#### 4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx).)

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

#### 5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and,

as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

#### 7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program

approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.

- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPSL). Contractors on the EPSL are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPSL can be viewed on the Federal EPSL website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
- Amy Havenar, P.E.  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356  
Phone: 937-778-2044
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT 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.

- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this

nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

#### WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability,

in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved 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 at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA 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.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Amy Havenar, P.E.  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

If to ODOT:

Matt Kendall, LPA Coordinator  
Ohio Department of Transportation  
1001 St. Marys Ave.  
Sidney, Ohio 45365-0969

15. GENERAL PROVISIONS

15.1 Recovery of Overhead and Fringe Costs: .

The LPA shall select which of the following methods it will use for recovering indirect expenses associated with LPA labor on this project:

- Safe Harbor Rates (30% Fringe, 38% Overhead)
- Actual Costs (Fringe only)
- Current Cost Allocation Plan rate approved by ODOT Office of Audits
- LPA will not seek recovery of costs associated with Fringe and Overhead

The LPA shall meet all timekeeping requirements outlined in OMB Circular A-87 and the LATP Manual for any labor costs to be eligible for reimbursement with Federal aid funds.

Should the LPA exercise its option to recover indirect costs, it must follow the LATP Manual of Procedures.

15.2 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.5 [Conditional] *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* 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 LPA 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.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* 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 the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement 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.

**LPA: CITY OF PIQUA**

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Jerry Wray  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$5,000	100	LNTP							\$5,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$187,000	25	LNTP	\$561,000	75	4TA7				\$748,000
INSPECTION	\$7,480	25	LNTP	\$22,440	75	4TA7				\$29,920
TOTALS	\$199,480			\$583,440						\$782,920

**Attachment 2**

MIA CR 25 A 14.87  
COUNTY-ROUTE-SECTION

95643  
PID NUMBER

25790  
AGREEMENT NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We, the City of Piqua request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_ be paid directly to  
(CONTRACTOR'S NAME)

\_\_\_\_\_  
(CONTRACTOR'S NAME)

Contractor Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_

LPA signature

LPA Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

**RESOLUTION NO. R-67-13**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AMENDMENT WITH EVANS LANDSCAPING, INC. FOR THE ENVIRONMENTAL REMEDIATION AND DEMOLITION OF THE PIQUA MEMORIAL MEDICAL CENTER SITE AT A COST NOT TO EXCEED \$1,753,996 AND AUTHORIZING EVANS LANDSCAPING, INC. TO PROCEED WITH THE PROJECT**

WHEREAS, on August 5, 2011, this City of Piqua received a Clean Ohio Revitalization Fund for the environmental remediation and demolition of the Piqua Hospital Site from the Ohio Department of Development; and

WHEREAS, the City of Piqua competitively procured proposals from qualified firms to perform the remediation and demolition of the former Piqua Memorial Medical Center; and

WHEREAS, the City of Piqua has retained the firm of Burgess and Niple, Inc. to review all submitted proposals; and

WHEREAS, it was determined by Burgess and Niple, Inc. that Evans Landscaping, Inc. of Cincinnati, Ohio was the lowest and most responsive bid for the project; and

WHEREAS, through Resolution No. R-30-12, adopted on February 21, 2012, the City Commission of the City of Piqua authorized the City Manager to enter into a contract with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center; and

WHEREAS, through Resolution No. R-162-12, adopted December 18, 2012, the City Commission of the City of Piqua authorized the City Manager to enter into an amended agreement with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center; and,

WHEREAS, Burgess and Niple, Inc. and Evans Landscaping, Inc. have found and agreed upon one change orders that need to be completed for the complete environmental remediation and demolition of the Piqua Memorial Medical Center.

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 all necessary contract amendments with Evans Landscaping, Inc. for the demolition and remediation of the former Piqua Memorial Medical Center site in accordance with the Clean Ohio Revitalization Fund Grant Agreement between the Ohio Department of Development and the City of Piqua;

SEC. 2: The Finance Director certifies that funds are available and 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 \$1,753,996;

SEC. 3: The firm of Evans Landscaping, Inc. is authorized to proceed with all necessary steps to proceed with the amendments.

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

<b>MEETING DATE</b>	May 7, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution Authorizing the City Manager to Amend the Contract with Evans Landscaping, Inc. for the Abatement and Demolition of the Piqua Memorial Medical Center at an Amount Not to Exceed \$1,753,996 and Authorizing Evans Landscaping, Inc. to Proceed with the Project.		
<b>SUBMITTED BY</b>	Name & Title: William Lutz, Development Program Manager		
	Department: Development		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		Law Director
	<input checked="" type="checkbox"/> Department Director;		Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On February 21, 2012, the City Commission authorized through Resolution #R-30-12 a \$1.789 million contract with Evans Landscaping to perform environmental remediation and demolition on the site of the former Piqua Memorial Medical Center.</p> <p>A second resolution (Resolution #R-162-12) was adopted by the City Commission on December 18, 2012, which reduced the Evans contract since there were four changes to the scope of work that were made. These changes included:</p> <ol style="list-style-type: none"> <li>1. The removal of hazardous materials and destruction of a sump found in the boiler house portion of the property (Additional Cost of \$1,898)</li> <li>2. The removal of a 24" air duct wrapped, approximately 60 feet in length, in asbestos containing material (Additional Cost of \$9,884)</li> <li>3. Amending the contract to deduct required engineering controls to protect the Nicklin Medical Building (Contract Deduction of \$1,654)</li> <li>4. Amending the contract to deduct final seeding, grading and other site work, at request of Piqua City Schools (Contract Deduction of \$30,392)</li> </ol> <p>Burgess and Niple, Inc. has informed the City of Piqua that the scope of work line item for Soil Abatement can be revised downward since the task is finished, fully billed and there is excess funds in that line item. With that, it has been requested that the Evans Landscape contract be reduced from \$1,768,736 to \$1,753,996; a reduction of \$14,740.00.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$1,789,000	
	Expenditure \$:	\$1,753,996	
	Source of Funds:	Clean Ohio Revitalization Fund Grant awarded in August 2011.	

	<b>Narrative:</b>	The funding for this project comes from the Clean Ohio Revitalization Grant. There is no cost to the city for this project, other than the indirect costs associated with staff time devoted to the project.
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the contract amendment with Evans Landscaping.
	2.	Deny the amendment with Evans Landscaping and risk having the project stopped.
	3.	
	4.	
<b>PROJECT TIMELINE</b>	Upon adoption of this amendment, Burgess and Niple is prepared to undertake the necessary work associated with the amendment. The remediation and demolition of the property is complete. There is minor site work that needs to be completed and the No Further Action letter is nearly complete. The property transfer is expected to take place by May 30.	
<b>STAFF RECOMMENDATION</b>	Staff recommends that the City Commission adopt the amendment.	
<b>ATTACHMENTS</b>		

**RESOLUTION NO. R-68-13**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AMENDMENT WITH BURGESS AND NIPLE, INC. FOR THE MANAGEMENT, OVERSIGHT AND PREPARATION OF THE NO FURTHER ACTION LETTER FOR THE ENVIRONMENTAL REMEDIATION AND DEMOLITION OF THE PIQUA MEMORIAL MEDICAL CENTER SITE AT A COST NOT TO EXCEED \$257,819.56 AND AUTHORIZING BURGESS AND NIPLE, INC. TO PROCEED WITH THE PROJECT**

WHEREAS, on August 5, 2011, this City of Piqua received a Clean Ohio Revitalization Fund for the environmental remediation and demolition of the Piqua Hospital Site from the Ohio Department of Development; and

WHEREAS, the City of Piqua competitively procured statement of qualifications from qualified firms to perform the management of the remediation and demolition of the former Piqua Memorial Medical Center; and

WHEREAS, the City of Piqua reviewed all submitted proposals; and

WHEREAS, it was determined by Burgess and Niple, Inc. that Burgess and Niple, Inc.. of Cincinnati, Ohio was the most qualified firm for the project; and

WHEREAS, through Resolution No. R-118-11, adopted on September 20, 2011, the City Commission of the City of Piqua authorized the City Manager to enter into a contract with Burgess and Niple, Inc. to manage the environmental remediation and demolition of the Piqua Memorial Medical Center; and

WHEREAS, through Resolution No. R-161-12, adopted on December 18, 2012, the City Commission of the City of Piqua authorized the City Manager to enter into an amended agreement with Burgess and Niple, Inc., increasing the authorized amount,

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 all necessary contract amendments with Burgess and Niple, Inc. for the management of the demolition and remediation of the former Piqua Memorial Medical Center site in accordance with the Clean Ohio Revitalization Fund Grant Agreement between the Ohio Department of Development and the City of Piqua;

SEC. 2: The Finance Director certifies that funds are available and 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 \$257,819.56;

SEC. 3: The firm of Burgess and Niple, Inc.. is authorized to proceed with all necessary steps to proceed with the amendments.

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

<b>MEETING DATE</b>	May 7, 2013			
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution Authorizing the City Manager to Amend the Contract with Burgess and Niple, Inc. for the project management of the Abatement and Demolition of the Piqua Memorial Medical Center at an Amount Not to Exceed \$257,819.56 and Authorizing Burgess and Niple, Inc. to Proceed with the Project.			
<b>SUBMITTED BY</b>	Name & Title: William Lutz, Development Program Manager			
	Department: Development			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		Law Director	
	<input checked="" type="checkbox"/> Department Director;		Other:	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On September 20, 2011, the City Commission authorized through Resolution #R-118-11 a \$197,100 contract with Burgess and Niple to manage the environmental remediation and demolition on the site of the former Piqua Memorial Medical Center in accordance with the procedures put forward by the Ohio Environmental Protection Agency and the Ohio Development Services Agency and the Clean Ohio Council.</p> <p>On December 18, 2012, the City Commission adopted Resolution #R-161-12, which increased the amount of the contract to \$231,154. The necessity for the additional cost was to meet the following needs brought forward by Burgess and Niple:</p> <ol style="list-style-type: none"> <li>1. The bidding process was delayed due to circumstances beyond the control of the city, or Burgess and Niple. These delays included the withdrawal of the apparent low bidder, the disqualification of the second lowest bidder due to mathematical errors in their bid, delays on receiving final contract documents to the winning bidder.</li> <li>2. The project deadline was extended an additional seventy-five days due to the winning contractor providing finalized contracts to the City and Burgess and Niple.</li> <li>3. Unanticipated meetings with the Piqua City Schools to deal with issues brought forward by the Ohio Schools Facility Commission.</li> </ol> <p>In recent communication, Burgess and Niple has requested additional funding of \$26,667.56 to bring their contract to \$257,819.56. Burgess and Niple, Inc. claims that throughout December and January they have worked hard to meet both the needs of the City of Piqua (current owner) and the Piqua City School District (future owner). The additional work performed by Burgess and Niple included coordinating with the Clean Ohio Program to facilitate an early transfer of the property, the preparation of a two-party No Further Action letter</p>			

	<p>required by the Clean Ohio Program and revising the scope of work to meet the school district's needs. The Piqua City School District claimed that their ownership of the property was paramount in their ability to move with their construction projection. After much work from Burgess and Niple, Inc., the City was able to provide a proposal to transfer the property before the end of the project to facilitate the district's needs; the district refused the offer.</p> <p>This request will be funded through the balance of the Clean Ohio Revitalization Fund grant that was received by the City of Piqua in August 2011 and additional funds received by the Upper Valley Medical Center for the project.</p>	
<p><b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)</p>	Budgeted \$:	\$257,819.56
	Expenditure \$:	\$257,819.56
	Source of Funds:	Clean Ohio Revitalization Fund Grant awarded in August 2011.
	<b>Narrative:</b>	The funding for this project comes from the Clean Ohio Revitalization Grant. There is no cost to the city for this project, other than the indirect costs associated with staff time devoted to the project.
<p><b>OPTIONS</b> (Include Deny /Approval Option)</p>	1.	Approve the contract amendment with Burgess and Niple, Inc..
	2.	Deny the amendment with Burgess and Niple, Inc. and risk having the project stopped.
	3.	
	4.	
<p><b>PROJECT TIMELINE</b></p>	<p>Upon adoption of this amendment, Burgess and Niple is prepared to undertake the necessary work associated with the amendment. The remediation and demolition of the property is complete. There is minor site work that needs to be completed and the No Further Action letter is nearly complete. The property transfer is expected to take place by May 30.</p>	
<p><b>STAFF RECOMMENDATION</b></p>	<p>Staff recommends that the City Commission adopt the amendment.</p>	
<p><b>ATTACHMENTS</b></p>		

**RESOLUTION NO. R-69-13**

**A RESOLUTION REQUESTING AUTHORIZATION  
TO ENTER INTO AN AGREEMENT WITH DLZ  
FOR AN ENGINEERING EVALUATION OF THE  
HYDRAULIC CANAL LEVEE, PREPARING AND  
OPERATIONS, MAINTENANCE AND  
INSPECTIONS (OM&I) MANUAL FOR  
HYDRAULIC CANAL LEVEE, AND EMERGENCY  
ACTION PLANS (EAP) FOR ECHO LAKE AND  
FRANZ POND**

WHEREAS, The City of Piqua acknowledges the need for the levee systems to be evaluated within the city; and

WHEREAS, the services from DLZ will include an engineering evaluation of the hydraulic canal levee, preparing a OM&I manual for the hydraulic canal levee and EAP plans for Echo Lake and Franz Pond; and

WHEREAS, after solicitation of Request for Qualifications, DLZ has been determined to be the most qualified provider of these services; and

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

SEC. 1: A purchase order is hereby authorized to DLZ for the levee evaluation, OM&I manual and EAP's for Echo Lake and Franz Pond;

SEC. 2: The Finance Director certifies that funds are available and 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 \$148,262;

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

<b>MEETING DATE</b>	May 7, 2013			
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an Agreement with DLZ for an engineering evaluation of the Hydraulic Canal Levee, preparing an Operations, Maintenance and Inspection (OM&I) manual for Hydraulic Canal Levee, Emergency Action Plan (EAP) for Echo Lake and Franz Pond.			
<b>SUBMITTED BY</b>	Name & Title: Don Freisthler, Water Plant Superintendent Department: Water Department			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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 type="checkbox"/> Other:	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>During 2012, a very persistent leak was noticed at Forest Hill Cemetery. The leak took months to pin point and repair. We were also aware of several very deep sink holes in the Fountain Park area. This made it very apparent that an evaluation of the 1868 hydraulic system levee was needed.</p> <p>The City Manager requested us to get a Request for Qualifications (RFQ's) for a levee evaluation. DLZ Engineers was selected from three firms, to provide a Technical Proposal &amp; Scope of Services for this project.</p> <p>The project includes an evaluation of the Hydraulic Levee development of an OM&amp;I manual, EAP for Frantz Pond and Echo Lake.</p>			
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$95,000.00 Hydraulic evaluation \$25,000.00 EAP Frantz and Echo \$14,784.00 Historical \$13,478.00 Contingency (10%)		
	Expenditure \$:	\$148,262.00 not to exceed		
	Source of Funds:	403-302-601-7553		
	<b>Narrative:</b>	<p>The City desires to determine the stability of the entire levee embankment system; this does not cover the spillways at this time.</p> <p>The need for an OM&amp;I manual, was identified in the (2007) ODNR inspection report</p> <p>EAP's for the Frantz Pond and Echo Lake, was also identified in the (2007) ODNR inspection report.</p>		

		<p>All three of these items were also covered by the Aegis Insurance Group inspector. They also want to see this evaluation completed as they are the excess liability insurance provider for the City.</p> <p>The evaluation will provide the necessary information to figure the costs involved to have the levee compliant with the Ohio Department of Natural Resources (ODNR) and Ohio EPA.</p> <p>DLZ has done similar projects for the Miami Conservancy District, City of West Carrollton and ODNR. Phone interviews were conducted with all three entities. I received very positive feedback on DLZ's ability to handle this type of projects</p>
<p><b>OPTIONS</b> (Include Deny /Approval Option)</p>	<p>1.</p>	<p>Approve the resolution to enter into an agreement with DLZ, for the levee evaluation, OM&amp;I manual and EAP's for Echo and Frantz</p> <p>This will allow us to prioritize the necessary repairs and budget for this cost.</p> <ul style="list-style-type: none"> <li>• EAP's will allow us to better protect the safety of Piqua's citizens</li> <li>• OM&amp;I manuals document our inspections, allowing us to find possible problems earlier</li> </ul>
<p><b>PROJECT TIMELINE</b></p>	<p>2.</p>	<p>Don't approve and accept all liability for any possible failures.</p>
<p><b>STAFF RECOMMENDATION</b></p>	<p>Work would commence upon receipt of a written notice to proceed and purchase order. Approximately six months for completion.</p> <p>Approve the resolution and allow work to proceed on the, Engineering Evaluation Of The Hydraulic Canal Levee, OM&amp;I Manual, EAP's for Frantz pond and Echo Lake</p>	
<p><b>ATTACHMENTS</b></p>	<p>1. DLZ Scope of Service, ODNR 2007 inspection report</p>	



February 26, 2013

Mr. Don Freisthler  
Water System Superintendent  
City of Piqua  
9300 N. State Route 66  
Piqua, Ohio 45356

Re: Revised Proposal and Cost Estimate for Engineering Services  
City of Piqua Hydraulic Canal Levee  
Piqua, Ohio  
DLZ Proposal Number: CO-12-0207-30

Dear Mr. Freisthler:

Thank you again for meeting with us on September 4, 2012 and on January 30, 2013 to discuss the evaluation and associated engineering services for the City of Piqua Hydraulic Canal Levee. In response to our discussions at those meetings, DLZ Ohio, Inc. (DLZ) is pleased to present our revised scope of work and cost estimate for performing the following tasks:

1. Preparing an Operation, Maintenance, and Inspection (OM&I) manual for the Piqua Hydraulic Canal Levee;
2. Preparing Emergency Action Plans for Echo Lake and Franz Pond;
3. Conducting preliminary engineering services associated with the evaluation, maintenance, and repair of the Piqua Hydraulic Canal Levee. The results of these engineering services will be presented to the City in the form of a Preliminary Design Report that can then be used as the basis for final engineering design. Based on the results of the final engineering design, contract documents can be prepared for rehabilitating the levee and bringing it into compliance with the Ohio Department of Natural Resources (ODNR) and the Ohio Environmental Protection Agency (OEPA);

The canal and associated levee are generally oriented in a north/south direction, located west of the Great Miami River and downtown Piqua, Ohio. The water in the canal is contained by the levee on the east side, and natural earth slope on the west side. The levee runs between Swift Run Lake on the north and Franz Pond on the south for a total length of approximately 10,000 feet.

We have based this proposal on the following information discussed during our September 4, 2012 and January 30, 2013 meetings with you, Mr. Robert Graeser, Project Manager, and Ms. Amy Havenar, P.E., City Engineer, City of Piqua, as well as the following documents forwarded to us from the City: *Dam Safety Inspection Report*, ODNR, August 29, 2007; *Dam Safety*

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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

February 26, 2013

*Intermediate Inspection Report*, ODNR, November 16, 2009 and April 15, 2010; *Emergency Action Plan for the Swift Run Lake Dam*, Bowser Morner, October 12, 2012, and *Raw Water Engineering Study, City of Piqua*, Hull & Associates Inc., May 2009.

- The canal levee is reported to be over 100 years old.
- The water in the canal is used as the water source for the City of Piqua Water Treatment Plant, which is located at the north end of the hydraulic canal. The water flow in the canal is from south to north in direction. The system of three lakes and the hydraulic canal empty into a spillway north of West Ziegler Road, as well as two spillways near the water treatment plant. An existing hydraulic gate is located across the canal near the water treatment plant. The City is planning on inspecting the existing gate later this year.
- An asphalt pavement pedestrian trail, designated as the Canal Run Trail, is located along the crest of the canal levee.
- Water seepage was noted near the toe of the east (downstream side) slope of the canal levee during brush-clearing activities in the spring of 2012. The seepage water appeared clear, with no appreciable sediment or erosion clouding. The seepage area was located just north of the Forest Hill Cemetery bridge that spans the canal approximately 1,200 feet south of West Ziegler Road. Since the time of the discovery of the seepage, it was determined that the water level in the canal had to be maintained approximately 2 inches below normal pool level in order to prevent seepage from this location. The City subsequently conducted dye testing to locate the seepage path, and performed a series of bentonite placement programs to plug the seep. The City has recently repaired the seep by excavating approximately 16 feet into the crest of the levee and placing bentonite as a seepage barrier. The levee materials encountered during the excavation reportedly appeared to consist of #1, #2, and rip rap sized stone. The water level has been returned to normal pool level in the canal since the repair.
- During our site visit on September 4, 2012, the water level in the canal was estimated to be approximately 10 feet above the ground surface of the cemetery at the toe of the levee downstream slope.
- At least two small-diameter sinkholes have been discovered in the Canal Run Trail within the last year. The sinkholes are located along the trail, south of the pavilion area of the adjacent Fountain Park. The sinkholes generated holes in the asphalt pavement of the trail. A spud rod inserted into one of the sinkholes indicated that the hole extended to a

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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

February 26, 2013

depth of at least 6 feet below the asphalt surface. It was noted during our September 2012 site visit that one of the sinkholes appeared to be re-forming, as the patched pavement had sunk below the surrounding grade. At our January 30, 2013 meeting, Amy Havenar reported that the sinkhole patches have not increased in depth since that time.

- In recent years water has been ponding between the downstream toe of the levee and the Fountain Park baseball field, specifically behind the third baseline dugout area. The City installed a French drain and sump system to drain the area.
- During re-construction of the Forest Hill Cemetery bridge in the fall of 2011, the excavation extended into the levee. It was reported that the levee at the bridge location was constructed of gravel material and contained a “considerable amount” of rock.
- During our site visit on September 4, 2012, we observed that the levee had no apparent failure areas. However, the levee slopes were observed to be relatively steep in some areas (as steep as 1H:1V). The asphalt of the Canal Run Trail was observed to have a crack along the centerline of the pavement for the majority of the alignment, as well as occasional transverse cracks. In addition, there was extensive vegetation and large diameter trees on the downstream slope of the levee. Animal burrows were observed in the brush-cleared area on the downstream slope of the levee near the seepage area at the Forest Hill Cemetery bridge. It was also observed that the toe of the levee slope was removed near the Fountain Park tennis courts and baseball field in order to construct pedestrian access points.
- The ODNR Dam Safety Inspection Reports for the hydraulic levee specified required remedial measures including: verification that the dam discharge/storage capacity is sufficient to safely pass the required design flood; noted erosion on the upstream slope of the Swift Run Lake Dam must be repaired; the low areas on the crest of the dam must be repaired; the trees and brush on the embankments must be removed; the erosion and ruts on the downstream slope of the embankment must be repaired; the animal burrows on the embankment must be repaired; and an Operation, Maintenance, and Inspection manual, including an EAP, must be prepared.

DLZ has extensive experience in exploration, analysis, and design of levees in Miami County, Ohio. We are uniquely qualified to assist the City of Piqua with this project since we have conducted studies of various levees for the Miami Conservancy District, including the levees along the Great Miami River in Piqua, as well as levees in Troy, Franklin, Middletown, and Hamilton.



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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

February 26, 2013

## **PROPOSED SCOPE OF WORK**

Based on our review of the available information, we propose to perform the following tasks associated with the preliminary engineering services for the City of Piqua Hydraulic Canal Levee:

### **1. Operation, Maintenance, and Inspection Manual Preparation**

We will prepare an OM&I manual for the hydraulic canal levee (dam), including the structure running between Swift Run Lake (at State Route 66) and Franz Pond, in accordance with Ohio Administrative Code (OAC) Rule 1501:21-21-04. The OM&I will be prepared in conjunction with the Emergency Action Plans for Echo Lake and Franz Pond, as discussed in Task 2, below.

### **2. Emergency Action Plan Preparation**

In accordance with OAC Rule 1501:21-21-04, DLZ will prepare Emergency Action Plans (EAP's) for Echo Lake and Franz Pond, including inundation maps. We understand that an Emergency Action Plan was prepared by Bowser Morner for Swift Run Lake. This plan, along with recent discussions DLZ has had with ODNR personnel pertaining to the project, will be used to provide the basis for the preparation of the EAP's for Echo Lake and Franz Pond.

DLZ's preliminary meeting with the ODNR indicated that the inundation maps for Echo Lake and Franz Pond would be different from usual because there are no clearly defined flow paths downstream of the embankments in the event of a breach. Consequently, in concurrence with ODNR, specific locations will be assumed for the breach occurrence, and potential areas that could be inundated downstream will be identified based on topographic mapping and street layout. Though standards for typical inundation studies require the use of dam failure scenarios for the Probable Maximum Flood (PMF), 100-year, and Sunny Day Breaks, it is likely that for all these scenarios the inundation areas downstream would be similar and consequently some of these requirements could be modified. DLZ will utilize the existing Piqua Reservoir H&H Study dated 2005 to extract the PMF inflows to Echo Lake and Franz Pond. DLZ will coordinate with ODNR to ensure that the inundation mapping meets their expectation. The EAP for both lakes will be developed taking into account the unusual features associated with the levee breach conditions. The EAP's may need to include an audible warning system because of the large size of the inundation areas. DLZ will prepare these in consultation with the City of Piqua, Miami County EMA, and MCD.

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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

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### **3. Engineering Evaluation of the Hydraulic Canal Levee**

#### **A. General**

1. Perform a field inspection and reconnaissance of the site in order to document the existing levee conditions and lay out the soil borings.
2. Clear underground utilities in the area of the borings.

#### **B. Borings**

1. To support the levee evaluation, drill twenty (20) borings, with ten of the borings located on the crest of the levee and ten of the borings near the downstream toe of the levee. The borings will be paired into sets of two in order to provide information for ten separate cross-sections of the levee. It is anticipated that the borings will be located at the following locations: (1) near the observed seepage area at the cemetery; (2) at the sinkhole area near Fountain Park; (3) at the Fountain Park baseball field French drain area; (4) at a location near the Echo Lake Road bridge, (5) at a location near the Park Avenue bridge; and the five remaining sets of borings located at a spacing of approximately 1,000 feet along the alignment of the levee. The borings drilled on the crest of the levee will be extended to depths of 50 feet each, or to a depth of 75 feet if located adjacent to a bridge where a new hydraulic gate may be proposed as part of a potential future gate feasibility study. The borings at the toe of the levee will be extended to depths of 25 feet each.
2. To support a potential future hydraulic gate feasibility study, drill nine (9) additional borings with three of the borings located on the crest of the levee and six of the borings on the natural earth slope west of the canal. The borings will be paired into sets of two in order to provide gate foundation information for six separate cross-sections of the levee. The information from three of the borings drilled in the crest of the levee for the levee evaluation may also be used for a gate design study. It is anticipated that the borings will be located at cross section areas immediately north and immediately south of the cemetery bridge, the Echo Lake Road bridge, and the Park Avenue bridge (at Franz Pond). The borings drilled on the crest of the levee will be extended to depths of 75 feet each, and the borings on the natural slope west of the canal will be extended to depths of 50 feet each.
3. Perform continuous drive (split spoon) sampling through the levee embankment then in 2.5-foot intervals to the completion depth of the borings or until the soil-rock interface is encountered. Disturbed soil samples will be obtained in general accordance with the Standard Penetration Test (ASTM

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D1586). If fine-grained (cohesive) soils are encountered, undisturbed (Shelby tube) samples will be collected as well. Standard penetration data will be developed in all borings, and representative samples preserved.

4. If bedrock is encountered in the borings before the planned completion depth, five feet of rock will be cored in seven of the borings in order to characterize the bedrock conditions. For the purposes of this proposal, we have assumed the soil-rock interface will be encountered at a depth of 50 feet at the toe of the levee.
5. Record water observations during drilling and measure the water levels in the borings at the completion of drilling.
6. Backfill the borings at the completion of drilling in accordance with U.S. Army Corps of Engineers requirements for backfilling borings in levees.

C. Laboratory Testing

1. In the laboratory all samples will be classified in accordance with the Unified Soil Classification System. Formal boring logs will be prepared using the driller's logs and the laboratory classifications.
2. Laboratory testing will include particle-size analyses (ASTM D422) of a limited number of samples considered to be representative of the subsurface materials encountered by the borings. The moisture content (ASTM D2216) and plasticity determinations (ASTM D4318) of representative fine-grained (cohesive) soil samples may be determined. Strength testing may also be performed on undisturbed cohesive soil samples and rock core samples obtained from the site.

D. Survey

1. Recon the existing control and set new control as required.
2. Survey ten (10) levee cross sections at the location of the soil boring pairs drilled for the levee evaluation. The ten levee cross sections will be used as the basis for the evaluation and analyses of the levee. In addition, survey twenty four (24) cross sections at the locations of potential future hydraulic gates (four sections to the north and four sections to the south of the cemetery bridge, the Echo Lake Road bridge, and the Park Avenue bridge), as well as three (3) cross sections across the canal for the EAP hydraulic study. The survey will include canal water levels and limited canal floor information.

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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

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E. Earth Resistivity Survey

1. One concern that arises when evaluating older existing levees is that discrete soil borings may not identify the extent of any coarse-grained materials (including sand, gravel, boulders, and concrete/brick) in the levee. Therefore, DLZ proposes to have an earth resistivity survey performed in order to map the levee material. This service, which would be performed by a sub-consultant, is presented herein only as an “if authorized” additional fee.

F. Analysis and Report

1. Seepage and stability analyses will be performed at the two most critical of the ten levee evaluation cross sections discussed above assuming two pool differentials (normal pool and top of levee) and using generally accepted engineering techniques. The purpose of the analyses will be to ascertain the stability of the existing levee and to determine the susceptibility of the soils within and directly beneath the levee to underseepage, through-seepage, and/or piping.
2. The report will also include discussion of concept-level remedial methods for the levee, as well as development of a concept-level construction cost estimate. Based on current information, a concept-level remediation approach for the levee would be extending the levee out into the existing canal as well as on the downstream side (where feasible). Under this configuration, the existing levee would essentially be “reinforced”; the existing levee would not actually be removed, but used as a base or core for the new levee material. The expansion would also flatten the slopes of the levee for stability.

Other remedial methods, such as a slurry wall or sheet pile cut off wall constructed into the existing levee, would not address the slope stability issues of the levee, and may not be suitable for the cross-sectional width of the levee.

3. Preliminary recommendations for tree and brush removal and maintenance considerations will also be presented.
4. The results of these engineering services will be presented to the City in the form of a Preliminary Design Report that can then be used as the basis for selection of the preferred alternative and development of the final engineering design. It is anticipated that a draft report will be submitted for City review and comment, and then a final report provided (that includes review comments generated by the City).



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Revised Proposal and Cost Estimate for Engineering Services

City of Piqua Hydraulic Canal Levee

February 26, 2013

G. Meetings

1. DLZ will plan on attending two meetings with the City of Piqua during the engineering evaluation of the levee.

**COST ESTIMATE**

The total estimated cost for performing the scope of work presented above is **\$134,783.50**. A breakdown of the tasks and associated costs are presented in Appendix A for your review. The additional cost for the “if authorized” resistivity survey is \$33,212.05, and is not included in the cost summary. The proposal for the resistivity survey is also presented in Appendix A.

**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions enclosed in Attachment B are incorporated here into and made part of this Proposal. The Owner referred to in the Standard Terms and Conditions means the City of Piqua, Ohio.

If the Scope of Work contained herein meets with your approval, DLZ will commence work upon receipt of a written “Notice to Proceed” in the form of a Purchase Order referencing this proposal or this proposal agreement signed by an authorized individual and returned to us.

We look forward to working with you on this project. If you should have any questions or need any additional information, please do not hesitate to contact us.



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Revised Proposal and Cost Estimate for Engineering Services  
City of Piqua Hydraulic Canal Levee  
February 26, 2013

**SIGNATURE PAGE**

Respectfully submitted,

**DLZ OHIO, INC.**

**AGREED AND ACCEPTED:**

Robert P. Kirkley, P.E., L.S.  
President

\_\_\_\_\_  
Authorized Signature and Date

Timothy A. Hampshire, P.E.  
Geotechnical Engineering Division Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City of Piqua

Victoria B. Person, P.E.  
Senior Project Manager

VBP/tah/rpk

Attachments



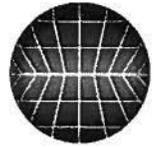
## APPENDIX A

City of Piqua  
Hydraulic Canal Levee H&H Evaluation  
Piqua, Ohio

Description	Unit	Unit Price	Estimated Quantity	Estimated Cost
<b>I Inundation Mapping and Emergency Action Plan</b>				
A. Division Manager	per hour	\$160.00	4	\$640.00
B. Senior planner/hydraulic engineer	per hour	\$110.00	60	\$6,600.00
C. Staff hydraulic engineer	per hour	\$90.00	72	\$6,480.00
D. GIS Specialist	per hour	\$90.00	24	\$2,160.00
E. Draftsman	per hour	\$60.00		\$0.00
F. Clerical	per hour	\$50.00	8	\$400.00
			Subtotal	\$16,280.00
<b>II Operations, Maintenance, and Inspection Manual</b>				
A. Division Manager	per hour	\$160.00	2	\$320.00
B. Senior planner/hydraulic engineer	per hour	\$110.00	24	\$2,640.00
C. Staff hydraulic engineer	per hour	\$90.00	16	\$1,440.00
D. GIS Specialist	per hour	\$90.00		\$0.00
E. Draftsman	per hour	\$60.00		\$0.00
F. Clerical	per hour	\$50.00	8	\$400.00
			Subtotal	\$4,800.00
<b>III Site Visit/Meeting and Coordination</b>				
A. Senior planner/hydraulic engineer	per hour	\$110.00	24	\$2,640.00
B. Mileage	per mile	\$0.50	190	\$95.00
			Subtotal	\$2,735.00
<b>Total - Items VI - VIII</b>				<b>\$23,815.00</b>

City of Piqua  
Hydraulic Canal Levee Geotechnical Evaluation  
Piqua, Ohio

Description	Unit	Unit Price	Estimated Quantity	Estimated Cost
<b>I Utility clearance, field reconnaissance, stake boring locations</b>				
A. Senior geotechnical engineer	per hour	\$110.00	12	\$1,320.00
B. Staff geotechnical engineer	per hour	\$90.00	16	\$1,440.00
C. Field Supervisor	hour	\$85.00	0	\$0.00
D. Geologist	per hour	\$75.00	0	\$0.00
E. Mileage	per mile	\$0.50	190	\$95.00
			Subtotal	\$2,855.00
<b>II Subsurface Exploration</b>				
A. Mobilization - Demobilization	lump sum	\$1,000.00	1	\$1,000.00
B. ATV Rig Dally Rate	day	\$350.00	17	\$5,950.00
C. Drilling & Sampling (0-50')	per foot	\$17.00	1200	\$20,400.00
(50'-100')	per foot	\$20.00	150	\$3,000.00
D. Rock Core Setup	per boring	\$175.00	7	\$1,225.00
E. Rock Coring	foot	\$40.00	35	\$1,400.00
F. Backfill borings	foot	\$8.00	1350	\$10,800.00
G. Pavement Coring and Patching	each	\$100.00	13	\$1,300.00
H. Shelby tubes	each	\$75.00	15	\$1,125.00
L. Per Diem	man-day	\$135.00	51	\$6,885.00
			Subtotal	\$53,085.00
<b>III Survey</b>				
A. Two Person Crew	per hour	\$160.00	56	\$8,960.00
B. Project Manager	per hour	\$160.00	2	\$320.00
C. Surveyor	per hour	\$110.00	10	\$1,100.00
D. Technician	per hour	\$85.00	16	\$1,360.00
E. Per Diem	man-day	\$135.00	10	\$1,350.00
F. Mileage	per mile	\$0.50	500	\$250.00
			Subtotal	\$13,340.00
<b>IV Laboratory</b>				
A. Visual classification with hand penetrometer reading	each	\$7.00	618	\$4,326.00
B. Visual classification of rock core (five feet of core)	each	\$25.00	7	\$175.00
C. Moisture content	each	\$6.00	20	\$120.00
D. Wash sieve	each	\$65.00	20	\$1,300.00
E. Sieve and 1-hour hydrometer	each	\$90.00	20	\$1,800.00
F. Liquid limit	each	\$24.00	20	\$480.00
G. Plastic limit	each	\$24.00	20	\$480.00
H. Processing undisturbed samples	each	\$45.00	15	\$675.00
I. Unit Weight Determination	each	\$60.00	15	\$900.00
J. Unconfined Compressive Strength - Soil	each	\$105.00	4	\$420.00
K. Unconfined Compressive Strength - Rock	each	\$100.00	3	\$300.00
			Subtotal	\$10,976.00
<b>V Report and Coordination</b>				
A. Division Manager	per hour	\$160.00	12	\$1,920.00
B. Senior geotechnical engineer	per hour	\$110.00	80	\$8,800.00
C. Staff geotechnical engineer	per hour	\$90.00	160	\$14,400.00
D. Geologist	per hour	\$85.00	24	\$2,040.00
E. Draftsman	per hour	\$60.00	24	\$1,440.00
F. Clerical	per hour	\$50.00	12	\$600.00
			Subtotal	\$29,200.00
<b>VI Meetings with City of Piqua (assume 2)</b>				
A. Senior geotechnical engineer	per hour	\$110.00	12	\$1,320.00
B. Mileage	per mile	\$0.50	385	\$192.50
			Subtotal	\$1,512.50
<b>Total - Items I - V</b>				<b>\$110,968.50</b>



February 6, 2013

Mr. Timothy Hampshire  
Geotechnical Engineering Division Manager  
DLZ Ohio, Inc.  
6121 Huntley Road  
Columbus, Ohio 43229

Re: Proposal for Earth Resistivity Survey to Map Levee Materials  
Piqua, Ohio  
Xenon Geosciences Proposal P-12-04 R3

Dear Timothy,

Xenon Geosciences, Inc. is pleased to present this fee estimate to perform an earth resistivity survey to map levee materials in Piqua Ohio. Our understanding of the requirements of the survey is based solely on today's correspondence with yourself and Mr. Brian Mott of DLZ Ohio, Inc. From this, we understand that the desired goal of the investigation is to measure the volume and extent of coarse-grained materials fill (sand, gravel, boulders, and concrete/brick) verses cohesive fill. The area of interest is 10,000 feet along the axis of the levee. The levee is approximately 20 feet in height, so that the maximum depth of investigation is also 20 feet. The levee has a 6-8 foot asphalt walking path on the top that is accessible with light vehicles (SUVs or pick up trucks).

Based on this information, Xenon Geosciences, Inc. recommends the performance of an earth resistivity survey along a single traverse located at one edge of the walking path. This survey is sensitive to variations in the pore space and the electrical conductivity of the mineral fraction of fill materials, and should effectively detect changes between coarse-grained materials verses silts and sands. The result of the survey will be a single resistivity cross section along the axis of the levee.

#### **SCOPE OF WORK**

Xenon Geosciences will mobilize to the site and acquire earth resistivity data along one edge of the walking path at the top of the levee. Data will be acquired with a SuperSting<sup>®</sup> 56-channel earth resistivity meter. This instrument allows rapid collection of electrical resistivity measurements and the use of a 56-channel instrument provides economy of field labor. The field team will consist of a 3-person field crew.

The resulting resistivity survey data will consist of a single resistivity cross section along the surveyed axis of the levee. Xenon will interpret the cross section by assigning levee material types to measured earth resistivities. From this, volumetric estimates will be totaled for each interpreted material type. Xenon will prepare a brief technical report to document the methods used to acquire, process and interpret the resistivity data, an image of the resistivity cross section, and a tabulation of volumetric measurements based on the interpretation. Please note that the volumetric calculations will assume that the material that is measured along the axis of the levee is representative of the material volume perpendicular to the axis (i.e., the levee is homogeneous in any perpendicular cross section).

Xenon Geosciences, Inc.  
95 N Tennessee Street, Suite 10  
Danville, IN 46122-0681

Phone 317.745.0002  
Facsimile: 317.215.0678  
XenonGeosci.com

Please note the following items used to estimate fees:

1. Xenon will provide this work under contract to DLZ Ohio.
2. Xenon will provide all personnel and equipment required to perform the specified Scope of Work.
3. The top of the levee is effectively horizontal, so that neither a topographic survey nor topographic corrections to the resistivity data will be required.
4. We assume that DLZ will obtain all required permits for occupancy of the properties along the entire length of the survey.
5. Work will be performed in seven days over a continuous mobilization.
6. DLZ will provide Xenon with topographic information for the survey area if needed.

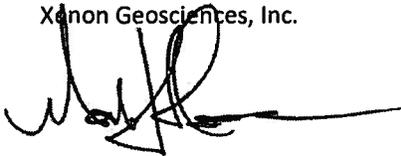
**FEES**

Our estimated fees to perform this scope of work are tabulated below. Conditions other than those assumed may affect actual costs.

<b>Survey design &amp; mobilization from Indianapolis, Indiana (geophysicist) and Dayton, Ohio (two technicians)</b>	<b>\$7,893.20</b>
<b>Data acquisition, 3-persons field crew, 4700 feet</b>	<b>\$22,686.85</b>
<b>Data processing &amp; report</b> Prepare brief technical report and compile with other available geologic information	<b>\$2,632.00</b>
<b>Estimated total fees</b>	<b>\$33,212.05</b>

Thank you for the opportunity to provide this proposal. We look forward to working with you in the near future.

Sincerely,  
Xenon Geosciences, Inc.



Mark J. Howell  
President





## APPENDIX B

**EXHIBIT B**  
**DLZ'S STANDARD TERMS AND CONDITIONS**

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. **CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. **MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. **INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. **LIMITATION OF LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, DLZ's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located.

15. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. **STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. **SHOP DRAWINGS:** Review of such submittals is not conducted for the purpose of determining the accuracy of completeness of other details such as dimensions and quantities, or for substantiating and/or coordinating instructions for installation or performance of equipment of systems with other contract disciplines, all of which remain the responsibility of the Contractor as required by the Contract. DLZ's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. DLZ's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



# DAM SAFETY INSPECTION REPORT



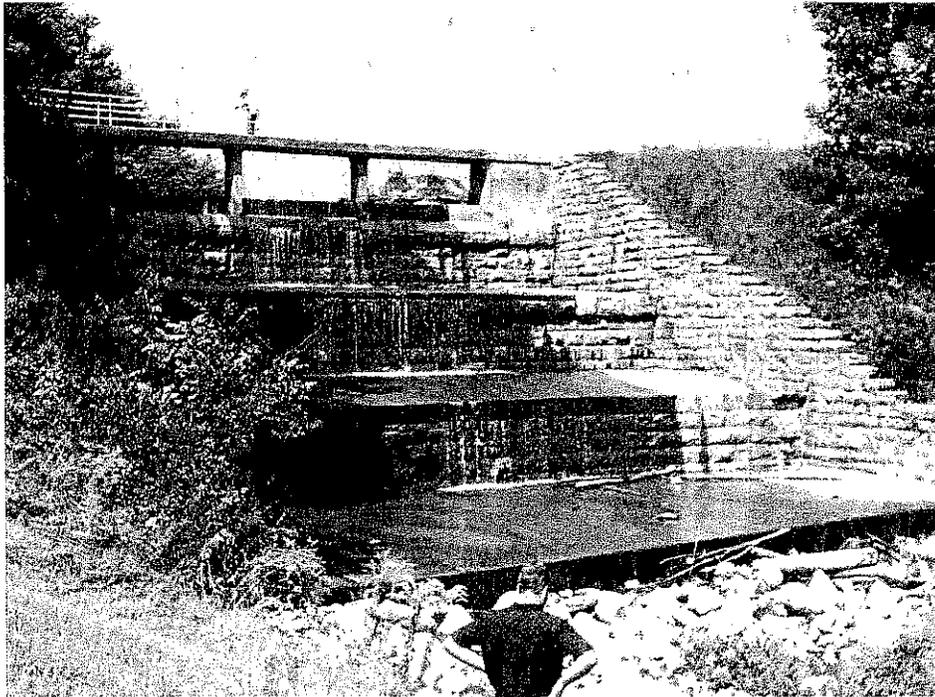
Swift Run Lake Dam, Echo Lake Dam,  
Franz Pond Dam

File Numbers: 0142-001, 0142-002,  
0142-003

Class I Structures

Miami County, Washington Township

Inspection Date: August 29, 2007



In accordance with Ohio Revised Code Section 1521.062, the owners of dams must monitor, maintain, and operate their dams safely. Negligence of owners in fulfilling these responsibilities can lead to the development of extremely hazardous conditions to downstream residents and properties. In the event of a dam failure, owners can be subject to liability claims.

The Chief of the Division of Water has the responsibility to ensure that human life, health, and property are protected from the failure of dams. Conducting periodic safety inspections and working with dam owners to maintain and improve the overall condition of Ohio dams are vital aspects of achieving this purpose.

Representatives of the Chief conducted this inspection to evaluate the condition of the dam and its appurtenances under authority of Ohio Revised Code Section 1521.062. In accordance with Ohio Administrative Code Rule 1501:21-21-03, the owners of dams must implement all remedial measures listed in the enclosed report.

## Required Remedial Measures

The requirements listed below are based on observations made during inspection, calculations performed, and requirements of the Ohio Administrative Code (OAC). A checklist noting all observations made during the inspection is on file at the Division of Water. References to right and left in this report are oriented as if you were standing on the dam crest and looking downstream.

**Engineer Repairs and Investigations:** The owner must retain the services of a professional engineer to address the following items. Plans, specifications, investigative reports, and other supporting documentation, as necessary, must be submitted to the Division of Water for review and approval prior to construction. The owner must complete these items and implement all engineered plans for improvement within 5 years unless otherwise stated. A record of all repairs should be included in the operation, maintenance, and inspection manual.

1. The dams' discharge/storage capacity must be sufficient to safely pass the required design flood. Prepare plans and specifications as necessary to increase the discharge/storage capacity to pass the required design flood. In accordance with OAC Rule 1501:21-13-02, the minimum design flood for Class I dams is 100 percent of the Probable Maximum Flood or the critical flood. See the Flood Routing Summary in Section 2 of this report for additional information.
2. The erosion on the upstream slope of the Swift Run Lake Dam embankment must be repaired and the upstream slope must be protected from erosion. Prepare plans and specifications for repairing the erosion and installing erosion protection. See the "Upstream Slope Protection" fact sheet included in this section for additional information.
3. Repair the low areas on the crest of Swift Run Lake Dam, Echo Lake Dam, Franz Pond Dam, and the canal embankment. Following repairs, the alignment of the crest must be monitored for recurrence of the low area. See Discussion Item 1 included in this section for additional information. This item should be completed in coordination with Repairs and Investigations Item 1 above.

**Owner Repairs:** The owner must address the following items. The owner may hire a contractor or perform the work him or herself. Repair activities should be documented in the operation, maintenance, and inspection manual.

1. Remove the trees and brush from the embankments. Seed all disturbed areas to establish a proper grass cover. See the "Trees and Brush" fact sheet included in this section for additional information.
2. Repair the erosion gullies, bicycle ruts, footpaths on the downstream slope and crest of the canal embankment. Also repair the footpath bare areas on the upstream slope and crest of Swift Run Lake Dam. See the "Ground Cover" fact sheet included in this section for additional information.
3. Repair the rodent burrows on the embankments. See the "Rodent Control" fact sheet included in this section for additional information.
4. Mow all vegetation on the embankments at least twice per year. See the "Ground Cover" fact sheet included in this section for additional information.

5. Remove the brush from the stilling basin of spillway #3 and from the riprap in the outlet channels of all three spillways.

6. Investigate the ownership of the dam and canal embankments. See Discussion Item #2 for further information.

**Owner Dam Safety Program:** In accordance with Ohio Revised Code (ORC) Section 1521.062, the owner of a dam shall maintain a safe structure and appurtenances through inspection, maintenance, and operation. A dam, like any other part of the infrastructure, will change and deteriorate over time. Appurtenances such as gates and valves must be routinely exercised to ensure their operability. Inspection and monitoring of the dam identifies changing conditions and problems as they develop, and maintenance prevents minor problems from developing into major ones. Dams must have these procedures documented in an operation, maintenance, and inspection manual.

Despite efforts to provide sufficient structural integrity and to perform inspection and maintenance, dams can develop problems that can lead to failure. Early detection and appropriate response are crucial for maintaining the safety of the dam and downstream people and property. The ORC requires the owner to fully and promptly notify the Division of Water of any condition which threatens the safety of the structure. A rapidly changing condition may be an indication of a potentially dangerous problem. The Dam Safety Engineering Program can be contacted at 614/265-6731 during business hours or at 614/799-9538 after business hours. Dam owners must have emergency preparedness procedures documented in an emergency action plan.

The owner must address the following items.

1. These dams must have an operation, maintenance, and inspection manual (OMI) and an emergency action plan (EAP) in accordance with OAC Rule 1501:21-21-04. Prepare an OMI and an EAP including an inundation map. Guidelines for the preparation of these documents are included with this report. A registered professional engineer must prepare the inundation map and Section IV (Emergency Detection, Evaluation, and Classification) of the EAP. It is recommended that your engineer contact the Division of Water prior to undertaking the engineering study for the inundation map.

2. Monitor the displaced riprap on the spillway outlet channels yearly for further displacement. See the "Open Channel Spillways (Earth and Rock)" fact sheet included in this section for guidance in monitoring the condition of the riprap and for additional information.

Dena C. Barnhouse      10-2-07  
Date  
Dena C. Barnhouse, P.E.  
Project Engineer  
Dam Safety Engineering Program  
Division of Water \*

Matthew Hook      10-2-07  
Date  
Matthew Hook, E.I.  
Project Engineer  
Dam Safety Engineering Program  
Division of Water

## Discussion Items

1. Low areas on the crest create a reduction of freeboard and a greater likelihood that the dam will be overtopped during severe floods or from wave run-up. Earthen embankments are not designed to be overtopped and are particularly susceptible to erosion. Should the dam overtop, floodwaters will concentrate in the low area, increasing the likelihood of erosion on the crest and downstream face. Overtopping can lead to failure of the embankment. Low areas may be repaired by leveling the crest to a uniform elevation using suitable, properly compacted fill material. Any unsuitable material (sand, gravel, topsoil, etc.) should be removed from the embankment surface before placing fill. The repaired areas should also be properly covered either with topsoil and seed to establish a healthy grass cover, or with a wearing surface if vehicular traffic can not be restricted from the dam. In addition, the crest should be graded so that drainage is directed towards the interior slope. This item should be addressed with Repairs and Investigations Item 1.

2. It is the opinion of the Ohio Department of Natural Resources (ODNR) that the dam owner is considered to be the owner of the property on which the dam is located, unless another legal arrangement has been made. It is possible to have multiple owners of a single dam. Having more than one owner can complicate performing maintenance and repairs to the dams as well as other responsibilities. It is therefore important to be aware of all the property owners. Please investigate the ownership of the embankments and provide that information to ODNR.



# DAM SAFETY INTERMEDIATE INSPECTION REPORT



Swift Run Lake Dam, Echo Lake Dam,  
Franz Pond Dam

File Number: 0142-001, 0142-002, 0142-003

Class I Structures

Miami County, Washington Township

Inspection Date: November 16, 2009

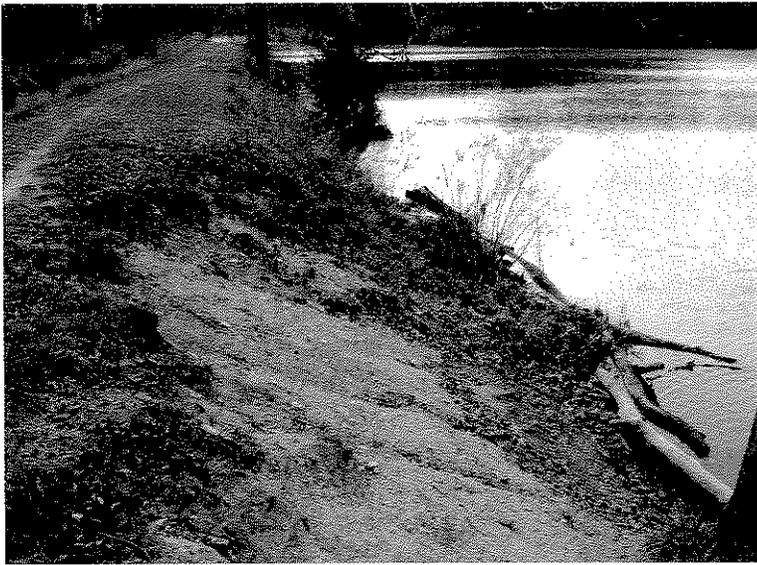


Representatives of the Chief conducted this intermediate inspection to evaluate the condition of the dam and its appurtenances under authority of Ohio Revised Code Section 1521.062. An intermediate inspection addresses the requirements of the Ohio Administrative Code with regard to scope but the report is more brief since it is being performed at a shorter interval than a five-year periodic inspection.

*Division of Soil & Water Resources • 2045 Morse Road, Bldg. B-2 • Columbus, Ohio 43229-6693*

*[www.dnr.state.oh.us](http://www.dnr.state.oh.us)*

*In July 2009, the Ohio Department of Natural Resources, Division of Water, merged with the Division of Soil & Water Conservation to become the Division of Soil & Water Resources.*



Photograph No. 1:

Swift Run Lake Dam

Upstream slope looking south from the left abutment. Note the erosion and bare areas along the slope and the trees and brush.



Photograph No. 2:

Swift Run Lake Dam

Downstream slope including Spillway #3 looking to the north. Note the dense tree and brush growth on the slope to the north of Spillway #3.



Photograph No. 3:

Swift Run Lake Dam

Downstream slope looking south from the right end of Spillway #2.



Photograph No. 4:

Swift Run Lake Dam

Upstream slope and inlet to Spillway #3.  
Note the gate operator at the right end of  
the spillway.



Photograph No. 5:

Swift Run Lake Dam

Outlet of Spillway #3 looking upstream.  
Note the cracking and deterioration of the  
gunnite covering of the concrete spillway.



Photograph No. 6:

Swift Run Lake Dam

Right spillway sidewall of Spillway #3.  
Note the cracking of the gunnite and the  
flow from the weepholes.



Photograph No. 7:

Swift Run Lake Dam

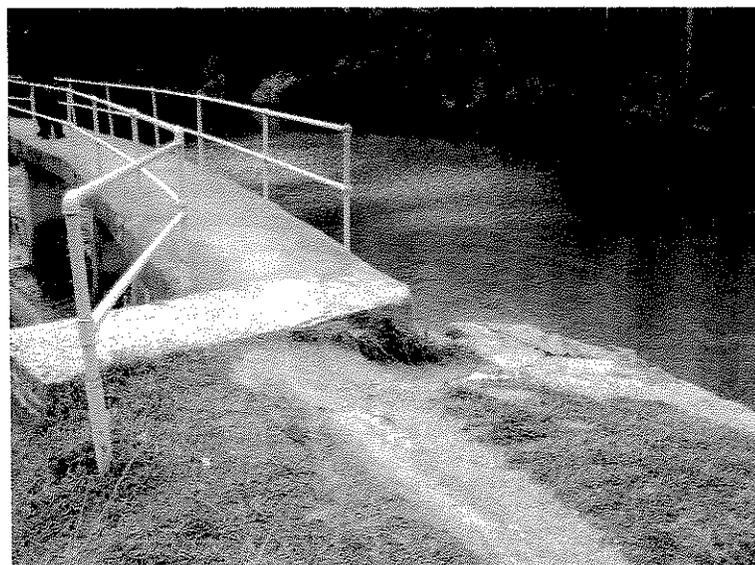
Outlet of Spillway #2 looking upstream.



Photograph No. 8:

Swift Run Lake Dam

Spillway #2 viewed looking south from the right side of Spillway #3.



Photograph No. 9:

Swift Run Lake Dam

Erosion of crest and upstream slope adjacent to the left sidewall of Spillway #2.



Photograph No. 10:

Swift Run Lake Dam

Repaired area of erosion adjacent to the right sidewall of Spillway #2.



Photograph No. 11:

Swift Run Lake Dam

Embankment crest and upstream slope looking south from Spillway #2. Also, a view of the gate controls for intake lines to the water treatment plant. Note the tree at the downstream edge of the crest.



Photograph No. 12:

Swift Run Lake Dam

New gate between Swift Run Lake and the canal. The city finished installation of the new gate on 11/9/09.



Photograph No. 13:

Canal between Swift Run Lake and Spillway #1.

Typical view. The paved path appeared to be in good condition. Note the dense tree and brush growth on the downstream slope.



Photograph No. 14:

Inlet to Spillway #1.



Photograph No. 15:

Spillway #1 outlet looking upstream.



Photograph No. 16:

Spillway #1 viewed from the left sidewall.



Photograph No. 17:

Canal between Spillway #1 and Echo Lake.

Typical view of the downstream slope. Note the trees and brush.



Photograph No. 18:

Canal between Spillway #1 and Echo Lake.

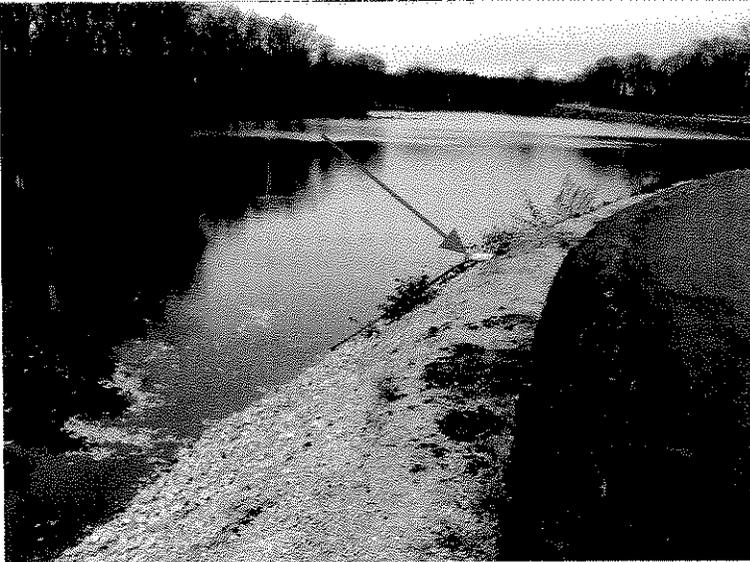
Eroded areas caused by pedestrians. The asphalt trail is typically damaged in these areas.



Photograph No. 19:

Echo Lake Dam

Downstream slope viewed from the left abutment. Note the house built into the slope.



Photograph No. 20:

Echo Lake Dam

Upstream slope and crest looking north. The pipe and hose (red arrow) are used to fill the swimming pool adjacent to the house in the downstream slope.



Photograph No. 21:

Canal between Echo Lake Dam and Franz Pond Dam.

Downstream slope of the canal. Note the steep slope and well-maintained grass cover.



Photograph No. 22:

Canal between Echo Lake Dam and Franz Pond Dam.

Typical view of the upstream slope and crest of the canal looking south.



Photograph No. 23:

Franz Pond Dam

Upstream slope and crest looking south.



Photograph No. 24:

Franz Pond Dam

Downstream slope. Note the trees and brush.

# Dam Safety Intermediate Inspection Checklist

## Complete All Portions of This Section (Pre-inspection)

Name of Dam: Swift Run Lake Dam, Echo Lake Dam, Franz Pond Dam

Miami County

Date of Inspection: 11/16/09

File Number: 0142-001, 0142-002, 0142-003

Class: 1 (all structures Class I)

### Interview with Owner (at the site or phone):

Owner/Representative present:  Yes  No Name(s): Ron Smith, Chris Werst

Address: 201 West Water Street,

City: Piqua

State: OH

Zip (+4): 45356

Contact Person: Don Freisthler

Telephone: 937/778-2090

Email Address:

### Owner Dam Safety Program

#### Emergency Action Plan

EAP (document): No

Change in EAP status? No

### Operation, Maintenance, and Inspection

OMI (document): No

Change in OMI status? No

All drains/gates operable?  Yes  No Reported that all gates work, but they haven't been operated since 2007.

Recent problems/ changes? The city just completed a project to install a new gate between Swift Run Lake and the canal.  
No problems reported.

### Field Information

Pool Elevation (during inspection): at normal pool Time: 10  a.m.  p.m.

Site Conditions (temp, weather, ground moisture): 50°F, overcast and dry

Inspection Party: Mark Ogden, Jeremy Wenner.

Significant Changes in Condition: The city had performed work to repair low areas adjacent to the spillway sidewalls on the crest. Additional work remains to be completed.

The city had removed some tree & brush vegetation on the downstream slope in the area of spillways 2 & 3. Brush was removed from stilling basin of Spillway #3.

No other significant changes.



# DAM SAFETY INSPECTION REPORT



Swift Run Lake Dam, Echo Lake Dam,  
Franz Pond Dam

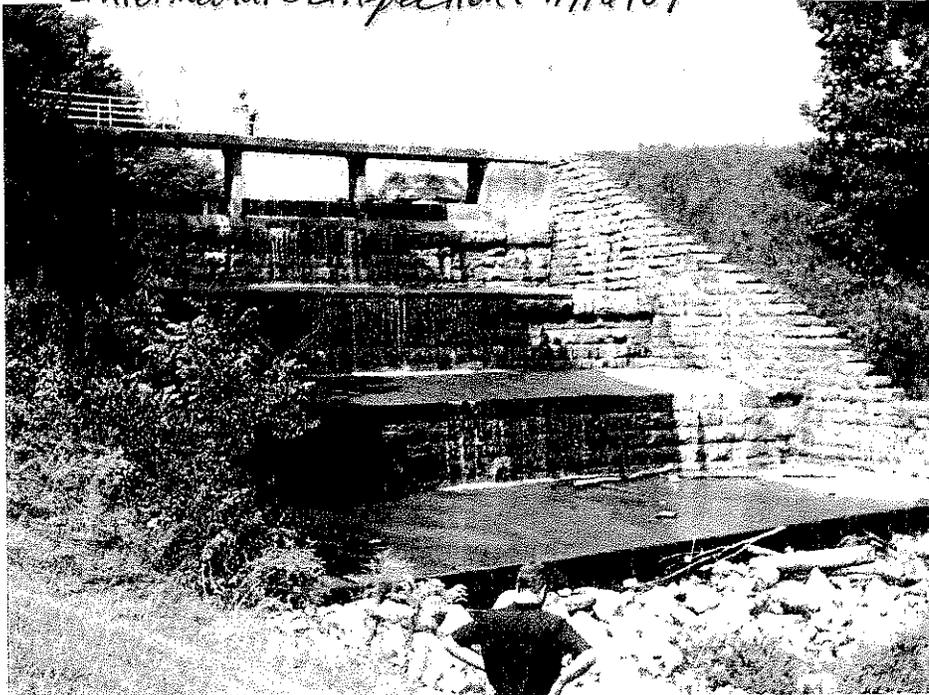
File Numbers: 0142-001, 0142-002,  
0142-003

Class I Structures

Miami County, Washington Township

Inspection Date: August 29, 2007

*Intermediate Inspection: 11/16/09*



In accordance with Ohio Revised Code Section 1521.062, the owners of dams must monitor, maintain, and operate their dams safely. Negligence of owners in fulfilling these responsibilities can lead to the development of extremely hazardous conditions to downstream residents and properties. In the event of a dam failure, owners can be subject to liability claims.

The Chief of the Division of Water has the responsibility to ensure that human life, health, and property are protected from the failure of dams. Conducting periodic safety inspections and working with dam owners to maintain and improve the overall condition of Ohio dams are vital aspects of achieving this purpose.

Representatives of the Chief conducted this inspection to evaluate the condition of the dam and its appurtenances under authority of Ohio Revised Code Section 1521.062. In accordance with Ohio Administrative Code Rule 1501:21-21-03, the owners of dams must implement all remedial measures listed in the enclosed report.

11/16/09 Intermediate Inspection  
No Significant Changes Except as Noted

## Required Remedial Measures

The requirements listed below are based on observations made during inspection, calculations performed, and requirements of the Ohio Administrative Code (OAC). A checklist noting all observations made during the inspection is on file at the Division of Water. References to right and left in this report are oriented as if you were standing on the dam crest and looking downstream.

**Engineer Repairs and Investigations:** The owner must retain the services of a professional engineer to address the following items. Plans, specifications, investigative reports, and other supporting documentation, as necessary, must be submitted to the Division of Water for review and approval prior to construction. The owner must complete these items and implement all engineered plans for improvement within 5 years unless otherwise stated. A record of all repairs should be included in the operation, maintenance, and inspection manual.

1. The dams' discharge/storage capacity must be sufficient to safely pass the required design flood. Prepare plans and specifications as necessary to increase the discharge/storage capacity to pass the required design flood. In accordance with OAC Rule 1501:21-13-02, the minimum design flood for Class I dams is 100 percent of the Probable Maximum Flood or the critical flood. See the Flood Routing Summary in Section 2 of this report for additional information.
2. The erosion on the upstream slope of the Swift Run Lake Dam embankment must be repaired and the upstream slope must be protected from erosion. Prepare plans and specifications for repairing the erosion and installing erosion protection. See the "Upstream Slope Protection" fact sheet included in this section for additional information.
3. Repair the low areas on the crest of Swift Run Lake Dam, Echo Lake Dam, Franz Pond Dam, and the canal embankment. Following repairs, the alignment of the crest must be monitored for recurrence of the low area. See Discussion Item 1 included in this section for additional information. This item should be completed in coordination with Repairs and Investigations Item 1 above. *The city had performed some repair work, but eroded areas remain.*

**Owner Repairs:** The owner must address the following items. The owner may hire a contractor or perform the work him or herself. Repair activities should be documented in the operation, maintenance, and inspection manual.

1. Remove the trees and brush from the embankments. Seed all disturbed areas to establish a proper grass cover. See the "Trees and Brush" fact sheet included in this section for additional information. *Some trees and brush had been removed in the area of spillways 2 & 3.*
2. Repair the erosion gullies, bicycle ruts, footpaths on the downstream slope and crest of the canal embankment. Also repair the footpath bare areas on the upstream slope and crest of Swift Run Lake Dam. See the "Ground Cover" fact sheet included in this section for additional information.
3. Repair the rodent burrows on the embankments. See the "Rodent Control" fact sheet included in this section for additional information.
4. Mow all vegetation on the embankments at least twice per year. See the "Ground Cover" fact sheet included in this section for additional information.

5. Remove the brush from the stilling basin of spillway #3 and from the riprap in the outlet channels of all three spillways. *Brush had been removed from the stilling basin*

6. Investigate the ownership of the dam and canal embankments. See Discussion Item #2 for further information.

**Owner Dam Safety Program:** In accordance with Ohio Revised Code (ORC) Section 1521.062, the owner of a dam shall maintain a safe structure and appurtenances through inspection, maintenance, and operation. A dam, like any other part of the infrastructure, will change and deteriorate over time. Appurtenances such as gates and valves must be routinely exercised to ensure their operability. Inspection and monitoring of the dam identifies changing conditions and problems as they develop, and maintenance prevents minor problems from developing into major ones. Dams must have these procedures documented in an operation, maintenance, and inspection manual.

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The owner must address the following items.

1. These dams must have an operation, maintenance, and inspection manual (OMI) and an emergency action plan (EAP) in accordance with OAC Rule 1501:21-21-04. Prepare an OMI and an EAP including an inundation map. Guidelines for the preparation of these documents are included with this report. A registered professional engineer must prepare the inundation map and Section IV (Emergency Detection, Evaluation, and Classification) of the EAP. It is recommended that your engineer contact the Division of Water prior to undertaking the engineering study for the inundation map.

2. Monitor the displaced riprap on the spillway outlet channels yearly for further displacement. See the "Open Channel Spillways (Earth and Rock)" fact sheet included in this section for guidance in monitoring the condition of the riprap and for additional information.

*Dena C. Barnhouse*      *10-2-07*  
\_\_\_\_\_  
Dena C. Barnhouse, P.E.      Date  
Project Engineer  
Dam Safety Engineering Program  
Division of Water

*Matthew Hook*      *10-2-07*  
\_\_\_\_\_  
Matthew Hook, E.I.      Date  
Project Engineer  
Dam Safety Engineering Program  
Division of Water

## Discussion Items

1. Low areas on the crest create a reduction of freeboard and a greater likelihood that the dam will be overtopped during severe floods or from wave run-up. Earthen embankments are not designed to be overtopped and are particularly susceptible to erosion. Should the dam overtop, floodwaters will concentrate in the low area, increasing the likelihood of erosion on the crest and downstream face. Overtopping can lead to failure of the embankment. Low areas may be repaired by leveling the crest to a uniform elevation using suitable, properly compacted fill material. Any unsuitable material (sand, gravel, topsoil, etc.) should be removed from the embankment surface before placing fill. The repaired areas should also be properly covered either with topsoil and seed to establish a healthy grass cover, or with a wearing surface if vehicular traffic can not be restricted from the dam. In addition, the crest should be graded so that drainage is directed towards the interior slope. This item should be addressed with Repairs and Investigations Item 1.

2. It is the opinion of the Ohio Department of Natural Resources (ODNR) that the dam owner is considered to be the owner of the property on which the dam is located, unless another legal arrangement has been made. It is possible to have multiple owners of a single dam. Having more than one owner can complicate performing maintenance and repairs to the dams as well as other responsibilities. It is therefore important to be aware of all the property owners. Please investigate the ownership of the embankments and provide that information to ODNR.



# Ohio Department of Natural Resources

TED STRICKLAND, GOVERNOR

SEAN D. LOGAN, DIRECTOR

David Hanselmann • Chief

## Division of Soil & Water Resources

April 15, 2010

City of Piqua  
Don Freisthler, Water System Superintendent  
201 West Water Street  
Piqua, OH 45356

RE: Swift Run Lake Dam, Echo Lake Dam & Franz Pond Dam  
File Numbers: 0142-001, 0142-002 & 0142-003  
Miami County

Dear Mr. Freisthler:

Thank you for allowing Mark Ogden and Jeremy Wenner of the Division of Soil & Water Resources to conduct safety inspections of Swift Run Lake Dam, Echo Lake Dam & Franz Pond Dam on November 16, 2009. These inspections were conducted by representatives of the Chief of the Division of Soil & Water Resources under the provisions of Ohio Revised Code (ORC) Section 1521.062 to evaluate the condition of the dams and their appurtenances. The Chief has the responsibility to ensure that human life, health, and property are protected from dam failures. Conducting periodic safety inspections and working with dam owners to maintain and improve the overall condition of Ohio dams are vital aspects of achieving this purpose. A copy of the laws and administrative rules for dam safety and other important guidelines and resources are available on the division's web site or by request.

ORC Section 1521.062 requires the Division of Soil & Water Resources to inspect each jurisdictional dam once every five years. The division has modified its inspection process to meet this mandate. Division engineers have begun inspecting dams by geographic region to improve inspection efficiency and quality. Although it had not been five years since Swift Run Lake Dam, Echo Lake Dam & Franz Pond Dam had last been inspected, they were inspected on November 16, 2009 to match the periodic inspection schedule for the rest of the dams in the region. Swift Run Lake Dam, Echo Lake Dam & Franz Pond Dam, as well as the other jurisdictional dams in the area, will be on a five-year inspection schedule with the next periodic inspection occurring in 2014.

Based on the division's November 16, 2009 inspection, inspectors have concluded that the dams remains in a condition similar to the condition found during the 2007 inspection and the required remedial measures listed in the 2007 periodic inspection report remain outstanding, except for the following changes:

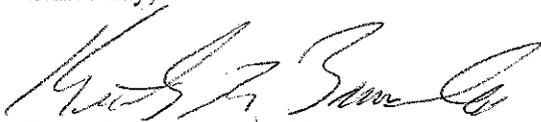
- Some work had been performed to repair eroded and low areas on the crest adjacent to the spillway sidewalls. Additional eroded/low areas must be repaired.

- Some trees and brush had been removed from the downstream slope of the dam in the area of Spillways 2 & 3. However, all trees and brush must be removed from the dams and the canal embankment.
  
- Brush had been removed from the stilling basin of Spillway #3.

A copy of the required remedial measures section of the 2007 periodic inspection report has been enclosed for your review. Completion of the required remedial measures, noting the exemptions above, will improve the safety and overall condition of the dams. The Chief must approve any plans for modifications or repairs to the dams. Following approval of the engineered plans, all necessary repairs must be implemented by the owner under the supervision of a registered professional engineer.

Your cooperation in improving the overall condition of these dams is appreciated. Please contact Mark Ogden at 614/265-6727 if you have any questions.

Sincerely,



Keith R. Banachowski, P.E.

Program Manager

Dam Safety Engineering Program

Division of Soil & Water Resources

KRB:mbo

Enclosures

P.S. In July 2009, the Ohio Department of Natural Resources, Division of Water, merged with the Division of Soil & Water Conservation to become the Division of Soil & Water Resources.

**RESOLUTION NO. R-70-13**

**A RESOLUTION AWARDING A CONTRACT  
FOR THE PURCHASE OF ORNAMENTAL  
STREET LIGHTS FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of ornamental street lights 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 All-Phase Electric Supply Co. for the purchase of twenty-seven (27) ornamental street lights 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 certifies that funds are available and 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 \$176,913.50.

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

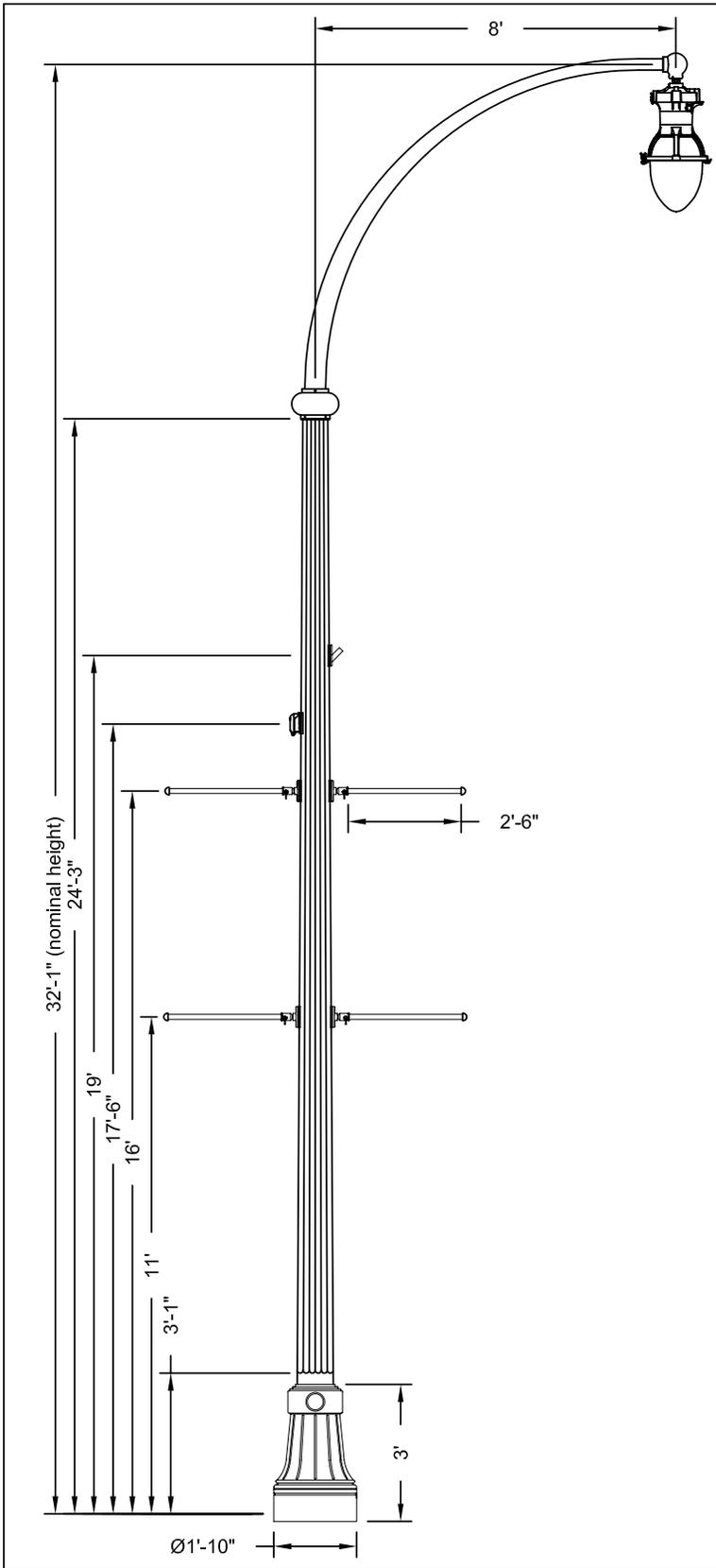
<b>MEETING DATE</b>	May 7, 2013		
<b>REPORT TITLE</b>	A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF ORNAMENTAL STREET LIGHTS FOR THE POWER SYSTEM		
<b>SUBMITTED BY</b>	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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
<b>BACKGROUND</b>	<p>The US 36 Beautification project requires the installation of twenty-six ornamental streetlights. Piqua Power System released an Invitation for Bid (IFB) for ornamental street lights on March 19, 2013. Bids were received from six vendors on April 16, 2013. Each pole will have 4 banner arms, a flag pole holder, and a weatherproof receptacle. More details of these poles are attached. In addition, the power system is purchasing a spare ornamental street light which will bring the total up to twenty-seven (27). The lowest bid was received from All-Phase Electric Supply Company totaling \$176,913.50</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$320,000	
	Expenditure \$:	\$176,913.50	
	Source of Funds:	190-3373	
	<b>Narrative:</b>	Included in the 2013 Power System budget is \$320,000 to complete the electric portion of the US 36 Beautification project. The contract to All-Phase Electric Supply Company will have a not to exceed price of \$176,913.50	

<b>OPTIONS</b>	1.	Approve Resolution No. R-70-13 awarding All-Phase Electric Supply Co. a contract for the purchase of twenty-seven ornamental streetlights for a not to exceed price of \$176,913.50
	2.	Revise the quantity of decorative streetlights to order
	3.	Do not approve the Resolution and provide staff with further direction
<b>PROJECT TIMELINE</b>	Delivery will be made within 4 to 6 weeks after receipt of order	
<b>STAFF RECOMMENDATION</b>	Approve Resolution No. R-70-13 awarding All-Phase Electric Supply Co. a contract for the purchase of twenty-seven (27) ornamental streetlight for a not to exceed price of \$176,913.50	
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Exhibit A – IFB 1310 Bid Results</li> <li>2. Light Pole details</li> </ol>	

Project  
Bid Opening

IFB 1310 - Decorative Streetlight  
Tuesday, April 16, 2013 at 2:00PM

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Total Bid</b>
All-Phase Electric Supply Company	750 N. Leffel Lane	Springfield	OH	45501	\$ 176,913.50
Power Line Supply	1403 Neubrecht Rd.	Lima	OH	45801	\$ 178,468.00
Dickman Supply	1991 St. Mary Ave.	Sidney	OH	45365	\$ 180,154.15
Wesco	1255 Danner Rd.	Aurora	OH	44202	\$ 180,154.57
Mesco Electrical Supply	04880 St Rt 66	New Bremen	OH	45869	\$ 181,541.00
Brownstown Electric Supply	1671 Co. Rd. 32N	Bellefontaine	OH	43311	\$ 182,016.00



# Specifications

## POST DESCRIPTION

The lighting post shall consist of a one-piece fluted tapered pole, pole top tenon, anchor bolts and base plate. The post shall be welded to the square steel base plate. The post shall be provided with (1) receptacle, (1) flag pole holder, and (4) 33" breakaway banner arms.

## MATERIALS

The lighting pole shall be formed from tubes conforming to ASTM A595 process, and have a constant linear taper of .14 in/ft. The tube's seam will have a smooth full length longitudinal high frequency resistance weld and will have no visual appearance. The flutes shall run the entire length of the shaft and be oriented to accept the cast steel base.

## DIMENSIONS

The post shall be 24'-3" in height with a 15" square base. The poles handhole will be 5.13" x 10.50". The tenon will be Ø4-1/2" x 10" long for arm mounting.

## INSTALLATION

The pole shall be provided with four 1" diameter L-type anchor bolts to be installed on a Ø15" bolt circle, and shall include double nuts, two flat washers, and one lock washer, per bolt.

## LUMINAIRE DESCRIPTION

- Crystalite Style Luminaire
- 400W High Pressure Sodium, 480V

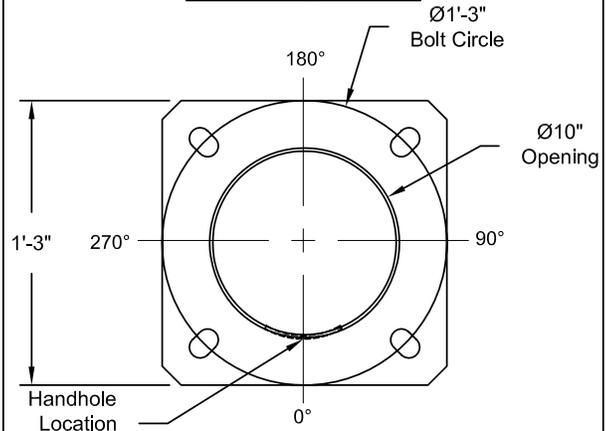
For complete specifications see LUM\_CRYSTALITE.

## Accessory Mounting Detail

	Orientation	Height
FLAG POLE HOLDER		19'-0"
RECEPTACLE		17'-6"
(2) BANNER ARM		16'-0"
(2) BANNER ARM		11'-0"

FILL OUT CHART DURING APPROVAL PROCESS

## Anchorage Detail



DO NOT USE TO SET ANCHOR BOLTS  
CONTACT CUSTOMER SERVICE FOR TEMPLATE

## Catalog #'s:

RTS2401 - ATCSB - GFI - FPH - (4)BBA30 - BHLF200 - ATC96/1 - RFD124038 - CRYSTALITE

## Customer Signature

Date



City of Piqua  
Piqua, OH

ORDER #: 2009-12-10222-1

TYPE: PRELIMINARY

DRAWING #:

REVISION:

REVISION DATE:

TSG 007466

DRAWN: KRW

ORIGIN DATE: 2/28/13

PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

**RESOLUTION NO. R-71-13**

**A RESOLUTION ACQUIRING THE SERVICES OF  
P&G POWER, LLC FOR THE POWER SYSTEM**

WHEREAS, the present operations of the Power System require the services of a construction contractor;

WHEREAS, after said solicitation of bids, 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: P&G Power, LLC is hereby retained by the City of Piqua as a construction contractor.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$485,377.

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

<b>MEETING DATE</b>	May 7, 2013			
<b>REPORT TITLE</b>	A RESOLUTION ACQUIRING THE SERVICES OF P&G POWER, LLC FOR THE POWER SYSTEM			
<b>SUBMITTED BY</b>	Name & Title: Nicholas Berger, Asst. Power System Director			
	Department: Power System			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director;		<input checked="" type="checkbox"/> Other: Energy Board	
<b>BACKGROUND</b>	<p>On July 17, 2012, the City Commission approved Resolution R-106-12 which allowed the Power System to acquire the services of Power System Engineering, Inc. (PSE). PSE performed an assessment of the transmission line between substation 4 and 5. The assessment resulted in the immediate need to replace thirty-two (32) main-line poles. On March 5, 2013, the City Commission approved Resolution R-30-13 awarding a contract to Bridgewell Resources for the purchase of thirty-two steel transmission poles.</p> <p>The Power System received bids from nine different construction contractors on April 16, 2013. The Power System determined that P&amp;G Power, LLC provided the lowest and best bid to complete the 69kv Transmission Line Hardening Project. There is a 15% contingency added to P&amp;G's base bid to allow for any unforeseen expenses.</p>			
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$575,000		
	Expenditure \$:	\$485,377		

	Source of Funds:	190-3355 (\$575,000) 190-3392 (\$300,000)
	<b>Narrative:</b>	Included in the 2013 Power System budget is \$575,000 to rebuild the transmission line between substation 4 and 5. The services provided by P&G Power totals \$485,377. In addition, the steel poles purchased from Bridgewell Resources had an expense of \$165,439 totaling \$650,816 for both poles and contract services. A planned \$300,000 vehicle replacement will be delayed to 2014 to provide a source for the additional funds. The cost for hardware is still pending for this project
<b>OPTIONS</b>	1.	Approve Resolution No. R-71-13 acquiring the services of P&G Power, LLC at a cost not to exceed \$485,377.
	2.	Do not approve the Resolution and provide staff with further direction
<b>PROJECT TIMELINE</b>	P&G Power will start once the material is onsite for the project. The estimated start date is the first week of July. Once started, the project will take 3 months to complete.	
<b>STAFF RECOMMENDATION</b>	Approve Resolution No. R-71-13 acquiring the services of P&G Power, LLC.	
<b>ATTACHMENTS</b>	1. Exhibit A – Bid Summary	

Project  
Bid Opening

69kV Transmission Line Sub #4 to Sub #5 Line Hardening  
Tuesday, April 16, 2013 at 10:00AM

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Total Bid</b>
P&G Power	16 South Grace St.	Wheatfield	IN	46392	\$ 422,067.36
Vaughn Industries, LLC	1201 East Findlay St.	Carey	OH	43316	\$ 635,795.50
Pike Electric, LLC	100 Pike Way	Mount Airy	NC	27030	\$ 892,707.18
Thayer Power	7400 Market Rd	Fairview	PA	16415	\$ 1,118,000.00
Power Secure	1609 Heritage Commerce Ct.	Wake Forest	NC	27587	\$ 1,145,290.00
New River Electrical Corp	6005 Westerville Rd.	Westerville	OH	43081	NO BID
N. G. Gilbert Corp.	101 S. Main St	Parker City	IN	47368	NO BID
L.E. Meyers Company	6220 South Belmont	Indianapolis	IN	46217	NO BID
Davis H. Elliot	PO Box 12108	Lexington	KY	40580	NO BID

**RESOLUTION NO. R-72-13**

**A RESOLUTION AUTHORIZING THE DONATION OF 208 FOURTH STREET,  
PARCEL NO. N44-250339 TO HABITAT OF HUMANITY OF MIAMI COUNTY, OHIO**

WHEREAS, 208 Fourth Street is a vacant lot owned by the City of Piqua; and

WHEREAS, the vacant lot can be redeveloped for housing providing revitalization and development to the neighborhood in which it is located; and

WHEREAS, Habitat for Humanity of Miami County, Ohio has shown an interest in having this property donated for the development of a house to promote homeownership in the City of Piqua; and

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

SEC. 1. The City Manager is hereby authorized to donate 208 Fourth Street, Parcel No. N44-250339 to Habitat for Humanity of Miami County, Ohio.

SEC. 2. There is a public benefit to the donation of 208 Fourth Street to Habitat of Humanity of Miami County, Ohio to facilitate the development of new housing in the neighborhood.

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

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CITY COMMISSION CLERK



# Commission Agenda Staff Report

<b>MEETING DATE</b>	May 7, 2013		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution Authorizing the Donation of 208 Fourth Street, Parcel No. N44-250339		
<b>SUBMITTED BY</b>	Name & Title: William Lutz, Development Program Manager		
	Department: Development		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	X City Manager		Asst. City Manager/Finance
	Asst. City Manager/Development		Law Director
	Department Director;		X Other: City Planner
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The City of Piqua currently owns a vacant lot in the Shawnee Neighborhood located at 208 Fourth Street, which is at the corner of Fourth and Ohio Streets. The property is located in the predominantly residential neighborhood.</p> <p>Habitat for Humanity of Miami County, Ohio has expressed an interest in having the lot donated to them. The type of residential development built by Habitat of Humanity is consistent with the fabric of the neighborhood. Additionally, providing the property to Habitat for Humanity of Miami County, Ohio will allow the City of Piqua to divest itself of an ongoing maintenance need.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		
	<b>Narrative:</b>		
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the Resolution and allow the donation to take place.	
	2.	Do not approve the Resolution and have the City of Piqua retain the property.	
	3.		
	4.		
<b>PROJECT TIMELINE</b>	The donation can close within thirty days of adoption.		
<b>STAFF RECOMMENDATION</b>	Staff would recommend that the donation occur.		
<b>ATTACHMENTS</b>	None		