

**AMENDED 5-17-2013
(RESOLUTION NO. R-81-13)**

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 21, 2013
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION:

STATE PRESENTATION FOR EAGLE SCOUT AWARD:

PRESENTED BY: STATE REPRESENTATIVE RICHARD N. ADAMS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the May 7, 2013 Regular City Commission Meeting
2. RES. NO. R-73-13
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation for the pier patching and abutment on various bridges within the City of Piqua
3. RES. NO. R-74-13
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation for the rebuilding of the two signalized ramp intersections with mast arms on US Route 36, Section 11.69

NEW BUSINESS

4. ORD. NO. 6-13 – 1st Reading
An Ordinance authorizing an amendment to Ordinance No. 42-96 and the zoning map attached thereto to change the zoning designation of Parcel N44-076500, to I-2 (Heavy Industrial)
5. RES. NO. R-75-13
A Resolution amending the total payment to Physio-Control for the purchase of an additional one-year service agreement, spare batteries, monitor paper and adapters
6. RES. NO. R-76-13
A Resolution awarding a contract to Speedway LLC for our City-Wide Fuel Purchasing Program for the years 7/1/13 – 6/30/16
7. RES. NO. R-77-13
A Resolution authorizing the sale of City owned real estate

8. RES. NO. R-78-13
A Resolution granting a utility easement to the City of Piqua to run with the land
9. RES. NO. R-79-13
A Resolution recinding Resolution No. R-108-10 and enacting new preliminary consent legislation with the Ohio Department of Transportation for work on the MIA-36-11.34 bridge over the Great Miami River within the City of Piqua
10. RES. NO. R-80-13
A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation for the College Street Corridor traffic signal project
11. RES. NO. R-81-13
A Resolution approving CDM-Smith be retained for Engineering Services for all phases of the Wastewater Treatment Plant through the completion of the Wastewater Treatment Plant and approving a contract for the preliminary engineering report

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.)

OTHER: Monthly Reports for March

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday May 7, 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, Terry, Vogt, and Wilson. Absent: None.

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

Mayor Fess read the names and addresses of the award winners as slides of each residence were shown. Mayor Fess congratulated all of the Residence Pride Awards winners and thanked them for taking pride in their homes and neighborhoods.

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

National Bike Month:

Mayor Fess read the Proclamation and presented it to City Planner Chris Schmiesing.

City Planner Chris Schmiesing introduced the members of the Active Living Advisory Council; Jim Hemmert; Elizabeth & Mike Gutmann; Jim McMaken; Artie Parker; Cindy Pearson; Lori Belisle. Several members presented information on some of their projects and events. Mr. Schmiesing provided additional information regarding activities and presentations/displays during the month of May, and announced several upcoming events. They include: Bike to Work Week; Mainstreet Bike Mob; Red White & Blue Bike Piqua Event (Memorial Day Parade).

Mayor Fess read the Proclamation and presented it to Sandy Knous-Wolf.

Four Seasons Garden Club:

Mayor Fess read the Proclamation and presented it to City Planner Chris Schmiesing.

Garden Club members passed out bookmarks and plant seeds to the Commissioners. Ms. Knous-Wolf stated the Four Seasons Garden Club is celebrating their 50th Anniversary this year, and provided a brief overview of the activities the Four Seasons Garden Club participates in, and provides to the community.

Police Week in the City of Piqua:

Mayor Fess read the proclamation and presented it to Police Chief Bruce Jamison.

Chief Jamison provided information on the observance of Police Week in the City of Piqua, asked that citizens observe Police Week on Wednesday, May 15 by lowering their flags half-mast in honor of all the fallen Law Enforcement Officers.

REGULAR CITY COMMISSION MEETING

Consent Agenda

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

RES. NO. R-61-13

A Resolution appointing a member to the Community Diversity Committee

Resolution No. R-61-13 appoints Doug Smith as a member of the Community Diversity Committee for a term to expire on March 1, 2014.

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 15.15 to straight line mileage 19.95

Resolution No. R-62- authorizes preliminary legislation to complete the programming on a project proposing spot paving and resurfacing on I-75 within the City of Piqua.

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

NEW BUSINESS

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

Shane Johnson, Distribution Superintendent, explained the versatility of the new dump truck will allow the crews to use it as a flat-bed truck for material handling along with utilizing it as a dump truck. A total of \$45,000 was budgeted for this purchase and the bid was for \$44,972 through the State Bid and awarded to Valley Ford.

Public Comment

No one came forward to speak for or against Resolution No. R-63-13.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-63-13 be adopted. Roll call, Aye: Terry, Fess, Wilson, Martin, and Vogt. Nay: None. Motion Carried unanimously. Mayor Fess then declared Resolution No. R-63-13 adopted.

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

Law Director Stacy Wall explained this allows certain parcels of land to be placed in an agricultural district when used exclusively for agricultural use, and will not have any adverse impact on the City of Piqua's development needs.

Public Comment

No one came forward to speak for or against resolution No. R-64-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-64-13 be adopted. Roll call, Aye: Fess, Wilson, Martin, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-64-13 adopted.

RES. 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.

Amy Havenar, City Engineer, explained the County Road 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 and gutter, sidewalks and installation of new storm sewer, and will include the adjustment of existing utilities where necessary. This project is a joint project between the City of Piqua and Miami County with local costs being split 50/50, stated MS. Havenar. The City received funding from the Federal Highway Administration through the Miami Valley regional Planning Commission in the amount of \$2,046,000, and also received \$950,000 from the Ohio Public Works Commission. While the bids are not in yet, they are due in on May 23, 2013. The project is estimated to be approximately \$3.4 million, and the estimated local portion of the project is approximately \$415,000 including a 10% contingency, and will be split with Miami County.

Public Comment

No one came forward to speak for or against resolution No. R-65-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry to approve Resolution No. R-65-13. Voice vote, Aye: Wilson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-65-13 adopted.

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.

Amy Havenar, City Engineer, explained in October of 2012 the 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. The project limits are from South of Statler Avenue to Riverside Drive on CR 25-A. The project will consist of milling and overlaying the roadway with new asphalt, replacement of broken down catch basins, and the installation of ADA compliant handicap ramps at all of the intersections within the paving limits, and placement of new pavement markings within the project limits, explained Ms. Havenar. This project will be bid out in early 2014, with resurfacing scheduled to begin in the spring of 2014.

Public Comment

No one came forward to speak for or against Resolution No. R-66-13.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-66-13 be adopted. Roll call, Aye: Martin, Vogt, Terry, fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-66-13 adopted.

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

Bill Lutz, Development Program Manager, stated in February of 2012 the City Commission authorized Resolution No. 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. A second resolution (R-162-12) was issued in December of 2012 which reduced the Evans contract since there were four changes to the scope of work that were made. Burgess and Niple, the firm that was retained to review the proposals has informed the City the item for Soil Abatement can be revised downward since the task is finished, fully billed and there is excess funds in that line item at this time. This resolution is requesting that the Evans Landscaping contract be reduced from \$1,768,736 to \$1,753,996, a reduction of \$14,740.00. stated Mr. Lutz.

Several questions were raised by the Commissioners concerning the soil testing and the reduced funds, Mr. Lutz explained.

Public Comment

No one came forward to speak for or against Resolution No. R-67-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-67-13 be adopted. Roll call, Aye: Vogt, Terry, Fess, Wilson, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-67-13 adopted.

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

Bill Lutz, Development Program Manager, explained In September of 2011 the Commission authorized Resolution No. R-118-11, a contract with Burgess and Niple, Inc. in the amount of \$197,100 to manage the environmental remediation and demolition on the site of the former Piqua Memorial Medical Center. In December of 2012 the Commission adopted Resolution No. R-161-12 which increased the amount of the contract to \$231,154 due to the bidding process being delayed, the project deadline being extended, and unanticipated meetings with the Piqua City Schools to deal with issues.

Burgess and Niple, Inc. have requested additional funding of \$26,667.56 to bring their contract to \$257,819.56. 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 of 2011 and additional funds received by the Upper Valley Medical Center for the project. There is no cost to the City for this project, other than the indirect costs associated with staff time devoted to the project, stated Mr. Lutz.

Public Comment

No one came forward to speak for or against Resolution No. R-68-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-68-13 be adopted. Roll call, Aye: Terry, Fess, Wilson, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-68-13 adopted.

RES. NO. R-69-13 (Amended 5-7-2013)

A Resolution requesting the authorization to enter into an agreement with DLZ OHIO, INC. for an engineering evaluation of the hydraulic canal levee, preparing and operation, maintenance and inspections (OM&I) manual for hydraulic canal levee, and emergency action plans (EAP) for Echo Lake and Franz Pond

Don Freisthler, Water Plant Superintendent stated during 2012 a persistent leak was noticed at Forest Hill Cemetery, and were also made aware of several deep sink holes in the Fountain Park area. The canal and associated levee are generally oriented in a north/south direction, located west of the Great Miami River and downtown Piqua. 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. This indicated there was a need for an evaluation of the 1868 hydraulic levee. Request for Qualifications (RFQ's) were sent out for the evaluation and DLZ OHIO, INC. was selected to provide a Technical Proposal & Scope of Services from the three firms that submitted information. 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). DLZ Ohio, Inc. has done similar projects for the Miami Conservancy District, City of West Carrolton and ODNR. We received very positive feedback on DLZ's ability to handle this type of project, stated Mr. Freisthler.

Several questions were asking concerning the soil boring, the trees and brush along the levee, and possible damage to the Bike Trail in the area. Mr. Freisthler answered all questions.

Public Comment

No one came forward to speak for or against Resolution No. R-69-13

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-69-13 be adopted. Roll call, Aye: Fess, Wilson, Martin, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-69-13 adopted.

RES. NO. R-70-13

A Resolution awarding a contract for the purchase of ornamental street lights for the Power System

Nick Berger, Assistant Power Systems Director, stated the US RT 36 Beautification project required the installation of twenty-six ornamental streetlights. An Invitation for Bid (IFB) was sent out on March 19, 2013 and 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. A spare pole will be purchased at this time and will bring the total number to twenty-seven poles to be purchased. The lowest bid received was from All-Phase Electric supply Company totaling \$176,913.50.

Public Comment

No one came forward to speak for or against Resolution No. R-70-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-70-13 be adopted. Roll call, Aye: Wilson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-70-13 adopted.

RES. NO. R-71-13

A Resolution acquiring the services of P & G Power, LLC for the City

Nick Berger, Assistant Power Systems Director, stated 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) to perform an assessment of the transmission line between substation 4 and 5. This assessment resulted in the immediate need to replace thirty-two (32) main-line poles. On March 5, 2013 the City Commission approved resolution No. R-30-13 awarding a contract to Bridgewell Resources for the purchase of thirty-two steel transmission poles.

The Power System received bids from nine different construction contractors on April 16, 2013. It was determined that P & G Power, LLC provided the lowest and best bid to complete the 69kv Transmission Line Hardening Project. A 15% contingency has been added to P & G's base bid to

allow for any unforeseen expenses. The 2013 Power System budget is \$575,000 to rebuild the transmission line between substation 4 & 5, and the services provided by P & G total \$485,377. In addition the steel poles purchased from Bridgewell Resources were \$165,439 for a total of \$650,816 for both poles and contract services. A planned vehicle replacement will be delayed until 2014 to provide a source for the additional funds, stated Mr. Berger.

Several questions were raised regarding the different types of poles and the various bids received. Mr. Berger explained.

Public Comment

No one came forward to speak for or against Resolution No. R-71-13

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-71-13 be adopted. Roll call, Aye: Martin, Vogt, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-71-13 adopted.

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

Bill Lutz, Development Program Manager, stated the City of Piqua currently owns a vacant lot located at 208 Fourth Street, which is located in a predominantly residential neighborhood.

Habitat for Humanity of Miami County has expressed an interest in the City donating the lot if possible. The type of residential development that Habitat for Humanity builds is consistent with the type of neighborhood the lot is located in. Providing the property to Habitat of Humanity would allow the City of Piqua to divest from the ongoing maintenance of the property.

Public Comment

No one came forward to speak for or against Resolution No. R-72-13

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-72-13 be adopted. Roll call, Aye: Vogt, Terry, Fess, Wilson, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-72-13 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.

Ruth Koon, Edna Stiefel, Glen Devers representing Friends of the Piqua Parks came forward to give an update. Ms. Koon provided a brief update on the project. The Friends of the Piqua Parks have received a \$7500 grant from the Piqua Community Foundation. There is a link on the City of Piqua web site (www.Piquaoh.org) for citizens to visit and fill out a pledge card; there are also brochures in the community at various locations. Ms. Koon encouraged citizens to support the Friends of the Piqua Parks.

Edna Stiefel reminded citizens of the City Wide Cleanup to be held on May 18, 2013. The North Parks Neighborhood Association will be cleaning at both Das Park and Kiwanis Parks. Ms. Stiefel encouraged citizens to volunteer and clean up their neighborhoods.

Mrs. Stiefel also reminded citizens of the Taste of the Arts to be held on Friday, May 17 from 5:00-9:00 P.M. in Downtown Piqua, and encouraged citizens to attend. This year there will be a lot of new talent, and will be something for all ages.

Valerie Mulligan, 311 Glenwood, came forward and voiced her concern about several items. Ms. Mulligan stated a few weeks ago a Drum Corp contest was held in Dayton at Hara Arena, and several sets of the parents stayed in Piqua at the various hotels. They were all very complimentary of the hospitality of the community, and how accommodating the Miami Valley Centre Mall was to allow them to use the parking lot to practice in. Ms. Mulligan further stated they were very impressed with the Ash Street area, but were upset with the condition of some of the homes along Ash Street.

Ms. Mulligan stated she wanted to address the issue of housing maintenance in the City of Piqua. Ms. Mulligan stated her niece rented an apartment, and it is in very poor condition, having structural issues along with health issues, and inquired as to who the Health Inspector is.

Ms. Holtzapple explained who is responsible for the issues.

Ms. Mulligan stated she contacted the Fire Department, and Chief Rindler graciously sent someone out to inspect the apartment for any safety hazards. Does Piqua currently have a Safety Director, or a Building Inspector?

Law Director Stacy Wall explained.

Ms. Mulligan stated she felt there should be inspections made by someone after each tenant moves out before renting to another tenant, and asked if there were any codes on the books for this to prevent such issues like her niece has encountered. Commissioner Vogt stated he suggested there be an Occupancy Permit required before a new tenant moves in, but was told the Real Estate Brokers were against such a permit.

Mayor Fess asked Ms. Mulligan to speak with Ms. Holtzapple after the meeting to provide further information on the issue.

Law Director Stacy Wall stated there is a property maintenance code in the City Ordinances that can address a lot of the issues. The City does not use a building inspector as an employee but uses Miami County Building Department for structural integrity issues, or can contact the landlord to have them get a structural inspection. Mayor Fess stated the City would look into the issue.

City Manager's Report

Finance Director/Assistant City Manager Holtzapple stated the City of Piqua was among 217 b Communities designated as a "Playful City USA" sponsored by the Humana Foundation. Piqua will now be eligible for a possible \$15,000, \$20,000, and \$30,000 grant and will notified in the fall if we receive it, stated Ms. Holtzapple. Ms. Holtzapple also encouraged citizens to work with the Adopt A Park Program, and the Volunteer Park Ranger Program.

Mayor Fess thanked all the volunteers as they do some much for the community, this award is really their award.

Commissioners Comment

Commissioner Vogt stated if everyone in the city would donate \$10 to the Friends of the Parks they would be able to reach their goal. Pitsenbarger Park is definitely in need of enhancements, and thanked the committee for their efforts.

Commissioner Vogt congratulated the Residence Pride Awards winners, reminded citizens to support Bike Month. The Four Seasons Garden Club provides beauty to a lot of the areas in Piqua and thanked them for their support. Commissioner Vogt also reminded citizens to lower their flags to half-mast on Wednesday May 15, in honor of the Police Week and the fallen Police Officers.

Commissioner Martin encouraged citizens to attend the Taste of the Arts on Friday May 17, from 5:00- 9:00 P.M. in downtown Piqua. Commissioner Martin thanked the volunteers in the community for all their hard work. Piqua Clean Up Day is scheduled for Saturday May 18, and asked all citizens to get out and help clean up their own property and the neighborhoods.

Commissioner Terry congratulated all of the award winners and all of the volunteers who work to make the City of Piqua a better place to live. Commissioner Terry also reminded citizens of the Taste of the Arts On May 17, and the Piqua Clean Up Day on May 18. Just take a few minutes and to pick up your own yard, and help clean up your neighborhood, stated Commissioner Terry.

Commissioner Wilson announced the Piqua Community Garden is now open. A.M. Leonard donated various tools and wheelbarrows, water is available along with mulch at the garden site. There are still several sites available if anyone is interested.

Commissioner Wilson announced the next Bike Mob will be held on Saturday May 11th at Lock Nine Park at 10:30 A.M. The Bike Mob will be held the second Saturday of each month, and encouraged citizens to participate.

Mayor Fess thanked the Four Seasons Garden Club for the bookmark and seeds they passed out Mayor Fess congratulated all of the Residence Pride winners, reminded citizens to nominate their Friends or neighbors.

Mayor Fess thanked Assistant City Manager Cindy Holtzapple for conducting the City Commission Meeting the absence of City Manager Huff.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 9:00 P.M. Voice vote, Aye: Terry, Wilson, Fess, Martin, and Vogt. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-73-13

A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PIER PATCHING AND ABUTMENT PATCHING ON VARIOUS BRIDGES WITHIN THE CITY OF PIQUA

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of a project consisting of pier patching and abutment patching on various bridges within the City of Piqua.

SEC. 1: Project Description

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

To complete pier patching and abutment patching on various bridges within the District which includes structure file numbers 5500184, bridge number MIA US 36 11.74 and 5500125, bridge number MIA US 36 11.74 within the City of Piqua, Miami County, Ohio. Said project is further identified as **D07 BH FY14**.

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 as 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/contracts 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.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-74-13

A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE REBUILDING OF THE TWO SIGNALIZED RAMP INTERSECTIONS WITH MAST ARMS ON US ROUTE 36, SECTION 11.69

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of a project consisting of rebuilding the two signalized ramp intersections with mast arms on US Route 36 at Interstate 75 within the City of Piqua.

SEC. 1: Project Description

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

To rebuild the two signalized ramp intersections with mast arms along with video and advanced dilemma zone detection within the City of Piqua, Miami County, Ohio. Said project is further identified as **MIA US36 11.69.**

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/contracts 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.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 6-13

AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE NO. 42-96 AND THE ZONING MAP ATTACHED THERETO TO CHANGE THE ZONING DESIGNATION OF PARCEL N44-076500, TO I-2 (HEAVY INDUSTRIAL)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of parcel N44-076500, to I-2 (Heavy Industrial); and

WHEREAS, the Planning Commission has conducted a public hearing and made a report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City Commission;

WHEREAS, the City of Piqua Charter Section 154.141 directs the Commission to take action on zoning amendment recommendations received from the Planning Commission at their next regularly scheduled meeting; and

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

SEC. 1: The zoning designation of I-2 (Heavy Industrial) for parcel N44-076500, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 as subsequently amended is hereby revised and amended to assign the aforementioned zoning designation to the subject parcel, and the City Planner is hereby authorized to make said change on the original zoning map.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 14, 2013			
REPORT TITLE (Match resolution/ordinance title)	AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE NO. 42-96 AND THE ZONING MAP ATTACHED THERETO TO CHANGE THE ZONING DESIGNATION OF PARCEL N44-076500, TO I-2 (HEAVY INDUSTRIAL)			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>This item was presented to the Planning Commission in response to a request from the property owner to change the zoning designation of the subject property from OS Open Space to I-2 Heavy Industrial.</p> <p>The Planning Commission held a public hearing concerning this item on May 14, 2013. At the hearing the property owner requesting the change spoke in favor of the request. It was explained that zoning change is desired to accommodate a building expansion project related to the adjacent and contiguous industrial use of the premises. No other persons from the public spoke concerning this matter.</p> <p>The improvements at this location currently include a gravel parking area that supports the adjacent outdoor banquet facility. The applicant indicates the adjacent banquet facility will continue to benefit from available parking provided at the subject premises.</p> <p>The four Planning Commission members present reviewed proposed zoning change and unanimously recommended approval of the proposed change to the zoning designation of this property.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		
	Source of Funds:	N/A		
	Narrative:	The proposed amendment will allow the business to expand		

		and result in additional employment opportunities in the community.
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance and approve the proposed change the zoning designation of the subject lot.
	2.	Defeat the ordinance and deny the proposed to change the zoning designation of the subject lot.
PROJECT TIMELINE	May 14, 2013 – Planning Commission May 21, 2013 – City Commission – 1 st Reading June 4, 2013 – City Commission – 2 nd Reading June 18, 2013 – City Commission – 3 rd reading NOTE - The applicant has requested this item be considered/approved in as timely a manner as soon as practical with reference to their interest in proceeding with permit approvals and construction as soon as possible.	
STAFF RECOMMENDATION	Approve the proposed amendment.	
ATTACHMENTS	Ordinance, Zoning Map (snapshot of subject neighborhood), Planning Commission Supporting Documents	



RESOLUTION NO. R-75-13

A RESOLUTION AMENDING THE TOTAL PAYMENT TO PHYSIO-CONTROL FOR THE PURCHASE OF AN ADDITIONAL ONE-YEAR SERVICE AGREEMENT, SPARE BATTERIES, MONITOR PAPER AND ADAPTERS

WHEREAS, in July of 2012, the Fire Department submitted a Federal AFG Grant request for replacement of two heart monitor/defibrillators with the total grant amount and 10% match being \$55,606.00; and

WHEREAS, the City of Piqua received funds from the Assistance to Firefighters Grant (AFG) for the replacement of heart monitor/defibrillator equipment on two medic units; and

WHEREAS, Piqua City Commission passed Resolution No. R-44-13 which awarded a contract to Physio-Control for the purchase of two heart monitors/defibrillators to be placed on medic units at a cost not to exceed \$51,536.90; and

WHEREAS, the total grant amount available and 10% match is \$55,606.00; and

WHEREAS, the Piqua Fire Department desires to use the remaining grant and 10% match funding of \$4,069.10 to purchase an additional one-year service agreement, spare batteries, monitor paper and adapters from Physio-Control bringing the total amount not to exceed \$55,606.00 with the City's responsibility of ten percent of the total cost; and

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

SEC. 1: The City Manager is authorized to amend payment to Physio-Control, Inc. of Redmond, Washington at a total cost not to exceed \$55,606.00 for the additional one-year service agreement, spare batteries, monitor paper and adapters.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw upon her warrants on the appropriate funds to purchase the one-year additional service agreement, spare batteries, monitor paper and adapters with the total amount not to exceed \$55, 606.00.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 21, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AWARDING A CONTRACT TO PHYSIO-CONTROL FOR THE USE OF THE ADDITIONAL GRANT FUNDING TO PURCHASE AN ADDITIONAL ONE-YEAR SERVICE AGREEMENT, SPARE BATTERIES, MONITOR PAPER AND ADAPTERS.		
SUBMITTED BY	Name & Title: Brent Pohlschneider, Asst. Fire Chief		
	Department:		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	IN JULY OF 2012, THE FIRE DEPARTMENT SUBMITTED A FEDERAL AFG GRANT REQUEST FOR REPLACEMENT OF TWO HEART MONITOR/DEFIBRILLATORS THAT WILL BE OUTDATED AND NOT SERVICEABLE AFTER 2016. THE REQUEST WAS AUTHORIZED BY THE FEDERAL GOVERNMENT ON DECEMBER 28, 2012. THE FEDERAL GRANT WILL BE PROVIDING 90% OF THE FUNDING FOR REPLACEMENT OF THE DEFIBRILLATORS AND THE CITY OF PIQUA IS RESPONSIBLE FOR THE REMAINING 10%. AFG Administration prefers the funding awarded be 100% used. This additional service agreement and equipment purchased will match the awarded amount from the AFG grant of \$55,606.00		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$55,606.00	
	Expenditure \$:	\$55,606.00	
	Source of Funds:	AFG GRANT 90% AND FIRE DEPARTMENT BUDGET	
	Narrative:	Included in the 2013 Fire Department budget is \$55,606.00 for replacement of two LifePak 12 defibrillators with a majority of the replacement cost sought for in grant requests. The most qualified product to fulfill the required equipment specification guidelines in the grant is the Physio-Control LifePak 15 unit.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-75-13 awarding a contract to Physio-Control for the purchase of an additional one-year service agreement, spare batteries, monitor paper and adapters with the remaining grant funds for the defibrillator accessories at a cost not to exceed \$4,069.10	
	2.	Do not approve the resolution and provide staff with further direction.	
PROJECT TIMELINE	Units will be delivered within 90 days of order and placed in-service.		
STAFF RECOMMENDATION	Approve Resolution No. R-75-13 awarding a contract to Physio-Control for the purchase of an additional one-year service agreement, spare batteries, monitor paper and adapters at a cost not to exceed \$4,069.10 with the remaining grant funding.		

ATTACHMENTS	Item is listed on the state bid procurement list for the State of Ohio

RESOLUTION NO. R-76-13

**A RESOLUTION AWARDING A CONTRACT TO
SPEEDWAY LLC FOR OUR CITY-WIDE FUEL PURCHASING
PROGRAM FOR THE YEARS 7/1/13-6/30/16.**

WHEREAS, on January 15, 2013 this Commission passed Resolution No. R-6-13 authorizing the City Purchasing Agent to advertise for bids, according to law, for city-wide fuel purchasing; and

WHEREAS, after proper advertisement, bids were opened, resulting in the tabulation of bids as listed in the City Commission Meeting Report attached hereto;

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

SEC. 1: A contract for said city-wide fuel purchasing program is hereby awarded to Speedway LLC as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications for 7/1/13-6/30/16.

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 21, 2013		
REPORT TITLE	A RESOLUTION AWARDING A CONTRACT TO SPEEDWAY LLC FOR OUR CITY-WIDE FUEL PURCHASING PROGRAM FOR THE YEARS 7/1/13-6/30/16.		
SUBMITTED BY	Name & Title: Beverly Yount, Purchasing Analyst		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND	<p>We currently purchase our fuel, gasoline and diesel, from Speedway LLC and have been doing so for the last 9 years. Our current contract expires on 6/30/13 and our current cost is \$.08 over their wholesale cost. This equates to about \$.07-\$.10 less than what the general public pays at the pump.</p> <p>This bid package was properly advertised and mailed out to all gas stations located within the city limits on April 1, 2013 with bids being due on April 24, 2013. Both Speedway LLC and Dan Poast responded to our request with bids, pricing is shown on the bid tabulation attached as Exhibit "A".</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$448,259 for the 2013 year	
	Expenditure \$:	\$448,259 for the 2013 year, but depends on actual usage	
	Source of Funds:	All Departments that use fuel	
	Narrative:	Each department that has vehicles includes fuel purchases in their budgets. The amounts will vary each year depending on the number of vehicles we have, the cost of the fuel at that time and also our anticipated usage.	
OPTIONS	1.	Approve Resolution No. R-76-13 as presented.	
	2.	Approve Resolution No. R-76-13 with changes.	
	3.	Deny Resolution No. R-76-13 and offer staff an alternative.	
PROJECT TIMELINE	Our new contract would begin on July 1, 2013 and run through June 30, 2016.		
STAFF RECOMMENDATION	We have been very happy with Speedway's product quality, customer service and internet web portal capability options. The community impact is extremely wide spread as this fuel purchasing component is one of the basic needs of our City employees to be able to properly perform their job duties. Many		

	<p>departments use City owned vehicles, such as, Police, Fire, Public Works, Sanitation, Water, Power, Wastewater, Stormwater, Underground Utilities, Meter Readers, Health, etc. They currently have the luxury have being able to fill up their gas tanks at a variety of locations within the City. We also have access to gas stations out of town if this would be necessary for longer trips. This would be a seamless transition since Speedway is our current supplier. Our drivers are already familiar with the system and how it works, no new training will be necessary.</p>
ATTACHMENTS	Exhibit "A" – Bid Tabulation

"EXHIBIT A"

Fuel Purchasing Program IFB #1313

Opened 4/24/13 @ 2:00 p.m.

	Dan Poast Piqua, OH	Speedway LLC Enon, OH
<u>Unleaded Regular Gasoline</u>		
Average wholesale 2012 cost per gallon	\$ 3.45	\$ 3.3801
Bid cost added to the wholesale cost per gallon	\$ 0.12	\$ 0.095
Total cost per gallon	\$ 3.57	\$ 3.4751
Estimated total gallons 2013	58,000	58,000
Total estimated cost using assumptions	\$ 207,060.00	\$ 201,555.80
<u>Diesel Fuel</u>		
Average wholesale 2012 cost per gallon	\$ 3.73	\$ 3.6567
Bid cost added to the wholesale cost per gallon	\$ 0.15	\$ 0.10
Total cost per gallon	\$ 3.88	\$ 3.7567
Estimated total gallons 2013	50,000	50,000
Total estimated cost using assumptions	\$ 194,000.00	\$ 187,835.00
Grand Total	\$ 401,060.00	\$ 389,390.80

RESOLUTION NO. R-77-13

A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Part of Inlot 8958, further described as set forth in Exhibit A attached hereto; and

WHEREAS, the land referenced in Exhibit A is no longer of use to the city, is not a buildable site, and is of no value to the general public due to its location and size; and

WHEREAS, the adjacent land owner has expressed an interest in purchasing the land referenced in Exhibit A to combine the tract with the adjacent parcel; and

WHEREAS, the prospective buyer is the owner of a 1.031 acre portion of real estate, further described as set forth in Exhibit B attached hereto, which is immediately adjacent to the land described in Exhibit A; and,

WHEREAS, the subject land that the City no longer needs consists of a North section of .009 acreage and a South section of .030 acreage; and

WHEREAS, the city has a need to secure a utility easement interest over the land referenced in Exhibit B and in discussions regarding the sale of the land in Exhibit A, the adjacent land owner has agreed to allow for said easement to run with the land, which said easement would have a value greater than \$500; and,

WHEREAS, City of Piqua Code of Ordinances section 34.36 requires this Commission to pass a resolution authorizing the sale of the subject land;

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 sell the portion of the real estate known as Part of Inlot 8958 as set forth in Exhibit A to the adjacent land owner in an amount of \$1.00 for the reasons that the City has no use for the land, it will be maintained by the purchaser and the purchaser has agreed to allow the City to maintain a needed easement as referenced in Resolution R-78-13.

SEC. 2: The land as described in Exhibit A is no longer of use to the City, is not buildable, and is of no value to the general public.

SEC. 3 For the reasons indicated herein, the sale of the land does not need to be bid as it is being sold to the adjacent land owner and as permitted by Piqua Municipal Code §34.36(C).

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 21, 2013		
REPORT TITLE	A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other: Energy Board
BACKGROUND	<p>During the construction of the Power System Service Center, two small adjustments (detailed in Exhibit A) were made to the new west fence line in order to minimize the impact to the neighboring property, owned by Mr. Hemm. These minor adjustments did not impact the Power System's facility design, while allowing the neighboring property to maintain existing traffic patterns around the customer's lake. In return for this accommodation, Mr. Hemm agreed to allow a needed utility easement (detailed in Exhibit B) on his property north of the Power System Service Center.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$0 Financial Impact	
	Expenditure \$:	\$0 Financial Impact	
	Source of Funds:	\$0 Financial Impact	
	Narrative:	The \$1 cost of the required Power System utility easement will be offset by the \$1 sale of property.	

OPTIONS	1.	Approve Resolution No. R-77-13 authorizing the sale of city owned real estate in return for the required utility easement.
	2.	Do not approve the Resolution and provide staff with further direction.
STAFF RECOMMENDATION	Approve Resolution No. R-77-13 authorizing the sale of city owned real estate in return for the required utility easement.	
ATTACHMENTS	<ol style="list-style-type: none"> 1. Exhibit A – Replat Survey & Legal Description 2. Exhibit B – Utility Easement Survey & Description 	

RESOLUTION - EXHIBIT A

APPROVAL
THIS PLAT WAS REVIEWED AND APPROVED BY
ME THIS _____ DAY OR _____, 2012.

CHRIS SCHMIESING
CITY OF PIQUA CITY PLANNER

REPLAT SURVEY

CITY OF PIQUA REPLAT

INLOT 8958
CITY OF PIQUA
MIAMI COUNTY, OHIO

VOLUME _____ PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS
RECEIVED FOR RECORD THIS _____ DAY
OF _____, 20____, AT _____ M.
FILE # _____ FEE \$ _____

MIAMI COUNTY RECORDER BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR
APPROVED AND LOT NUMBERS ASSIGNED

MIAMI COUNTY ALDITOR BY DEPUTY AUDITOR

DESCRIPTION
BEING A REPLAT OF INLOT 8897 AS CONVEYED TO THE CITY OF
PIQUA BY DEED RECORDED IN O.R. 138, PAGE 490, AND IN O.R. 94,
PAGE 280.

CONSENT
WE, THE UNDERSIGNED, BEING OF THE OWNER OF THE PARCEL
HEREIN REPLATTED, DO HEREBY CONSENT TO THE EXECUTION
OF SAID REPLAT.

OWNER - CITY OF PIQUA

NAME _____ DATE _____ WITNESS _____

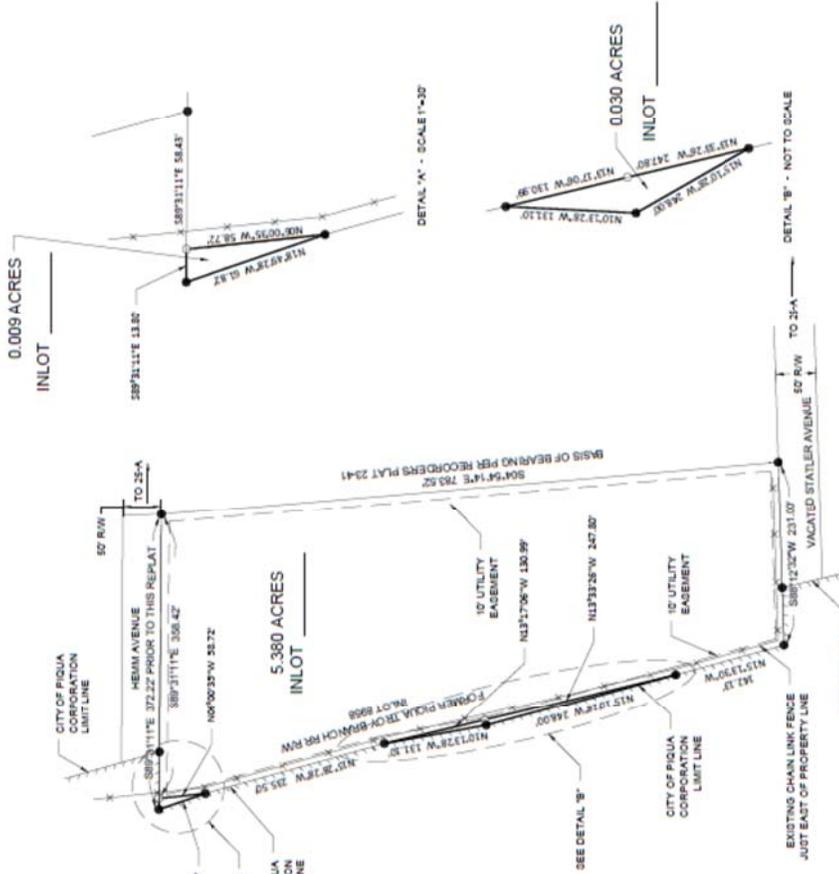
WITNESS _____

STATE OF OHIO, MIAMI COUNTY, SS:
BE IT REMEMBERED THAT ON THIS _____ DAY OF
20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC AND
FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE
FOREMENTIONED, WHO ACKNOWLEDGED THE SIGNING AND
EXECUTION OF THE FORGOING PLAT TO BE THEIR VOLUNTARY
ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE SET MY HAND
AND NOTORIAL SEAL ON THE DAY AND DATE ABOVE.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

CITY OF PIQUA
THIS RECORD PLAT REVIEWED AND APPROVED THIS _____ DAY
OF _____, 20____



- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET
 - X X X X FENCE LINE

REFERENCES
LAND SURVEY VOL 52, PG. 164
RECORDERS PLAT VOL 23, PG. 39
RECORDERS PLAT VOL 23, PG. 41
O.R. BOOK 04-280
O.R. BOOK 138-480

TOTAL ORIGINAL ACREAGE 5.419 AC
NORTH TRACT 0.009 AC
SOUTH TRACT 0.030 AC
REMAINING ACREAGE 5.380 AC

NOTE:
TWO NEW TRACTS CREATED BY THIS
SURVEY TO BE TRANSFERRED TO
ADJACENT PROPERTY OWNER TO THE
WEST. NO NEW BUILDING SITES
ESTABLISHED BY THIS SURVEY.

SEAL OF THE CITY OF PIQUA

THOMAS R. ZECHMAN
PROFESSIONAL SURVEYOR #1927
1023 LAUREL DRIVE
PIQUA, OHIO 45357
(937) 774-6478

REPLAT FOR MIAMI COUNTY, OHIO - PLAT 8958, 2012



RESOLUTION - EXHIBIT A

City of Piqua, Parts of Inlot 8958
0.009 Acre tract and 0.030 Acre tract

Legal Description

Situate in the City of Piqua, Miami County, Ohio and being part of Inlot 8958, as shown by survey filed in Volume No. _____, Page No. _____ of the Miami County Recorder's Record of Plats and being more particularly described as follows:

Commencing at an Iron Pin found at the northwest corner of Inlot 8958, said Iron Pin being at the point of beginning of the tract herein described;

thence South 89 degrees 31 minutes 11 seconds East with the north line of Inlot 8958 for a distance of 13.80 feet to an Iron Pin set;

thence South 06 degrees 00 minutes 35 seconds East for a distance of 58.72 feet to an Iron Pin found on the west line of Inlot 8958;

thence North 18 degrees 49 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 61.82 feet to the Iron Pin found at the point of beginning, containing 0.009 Acres and being subject to all highways, easements, and restrictions of record.

Also

Commencing at an Iron Pin found at the southwest corner of Inlot 8958; thence North 15 degrees 13 minutes 30 seconds West with the west line of Inlot 8958 for a distance of 142.13 feet to an Iron Pin found at the point of beginning of the tract herein described;

thence North 15 degrees 10 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 248.00 feet to an Iron Pin found;

thence North 10 degrees 13 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 131.10 feet to an Iron Pin found

thence South 13 degrees 17 minutes 06 seconds East for a distance of 130.99 feet to an Iron Pin set;

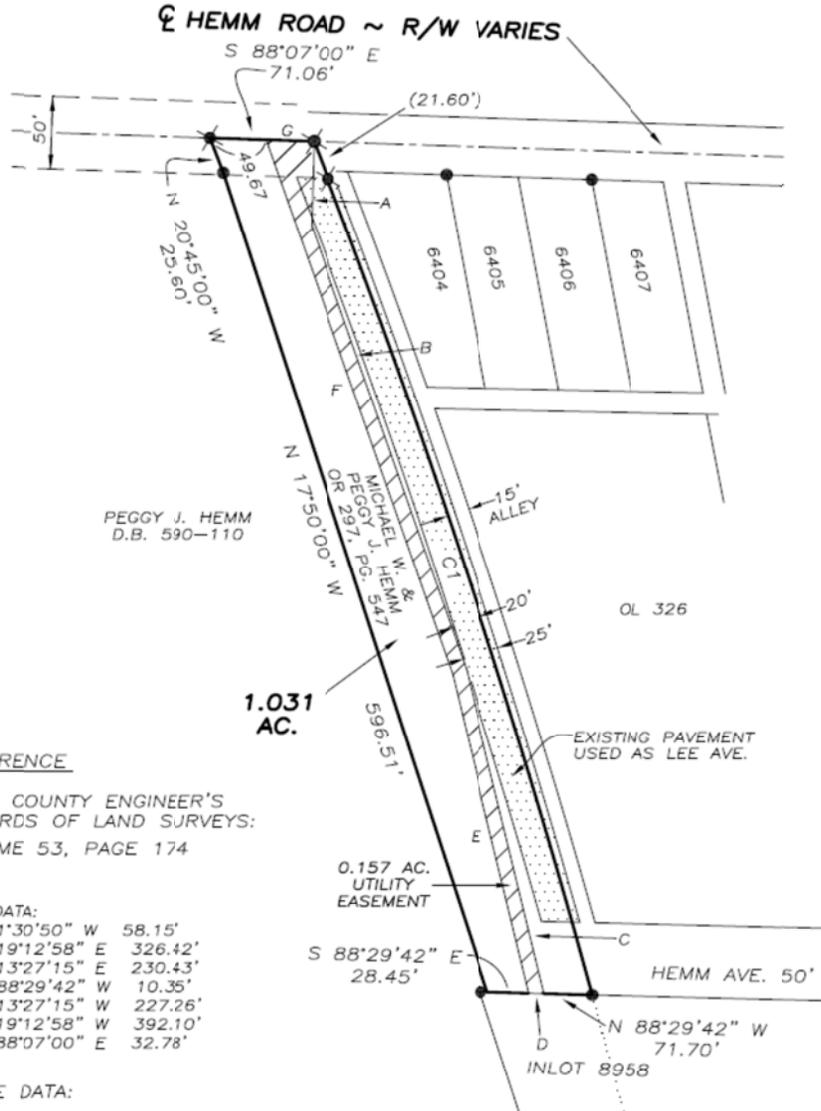
thence South 13 degrees 33 minutes 26 seconds East for a distance of 247.80 feet to the Iron Pin found at the point of beginning, containing 0.030 Acres and being subject to all highways, easements, and restrictions of record.

The above description was prepared by Thomas R. Zechman, Ohio Registered Surveyor No. 7077.

RESOLUTION - EXHIBIT B

EXHIBIT A

WASHINGTON TOWNSHIP 6 TOWN 6 RANGE FRAC. 20 SECTION



REFERENCE

MIAMI COUNTY ENGINEER'S RECORDS OF LAND SURVEYS: VOLUME 53, PAGE 174

LINE DATA:

- A: S 1°30'50" W 58.15'
- B: S 19°12'58" E 326.42'
- C: S 13°27'15" E 230.43'
- D: N 88°29'42" W 10.35'
- E: N 13°27'15" W 227.26'
- F: N 19°12'58" W 392.10'
- G: S 88°07'00" E 32.78'

CURVE DATA:

	Dc	Radius	Delta	Arc	L.C.
C1	0°59'39"	5762.58'	06°11'09"	622.15'	S 18°01'25" E 621.85'

LEGEND

- IRCN PIN FOUND
- ⊗ RAILROAD SPIKE FOUND

SURVEY FOR MICHAEL AND PEGGY HEMM FOR UTILITY EASEMENT IN MIAMI COUNTY, OHIO ~ OCTOBER 3, 2012



THOMAS R. ZECHMAN
OHIO REGISTERED PROFESSIONAL SURVEYOR #7077
1025 LAURA DRIVE
PIQUA, OHIO 45356
(937) 773-9479

RESOLUTION - EXHIBIT B

Utility Easement
Washington Township

Utility Easement Description

Situate in Washington Township, Miami County, Ohio and being a part of Fractional Section Twenty (20), Town Six (6), Range Six (6), as shown in Exhibit A attached to this description and being a utility easement more particularly described as follows:

Commencing at an Iron Pin found at the Northwest corner of Inlot 8958 in the City of Piqua, Ohio; thence South 88 degrees 29 minutes 42 seconds East with the north line of Inlot 8958 for a distance of 28.45 feet to the point of beginning of the utility easement herein described;

Thence North 13 degrees 27 minutes 15 seconds West for a distance of 227.26 feet to a point;

Thence North 19 degrees 12 minutes 58 seconds West for a distance of 392.10 feet to a point on the center line of Hemm Road;

Thence South 88 degrees 07 minutes 00 seconds East with the center line of Hemm Road for a distance of 32.78 feet to a Railroad Spike found;

Thence South 01 degree 30 minutes 50 seconds West for a distance of 58.15 feet to a point;

Thence South 19 degrees 12 minutes 58 seconds East for a distance of 326.42 feet to a point;

Thence South 13 degrees 27 minutes 15 seconds East for a distance of 230.43 feet to a point on the north line of Inlot 8958;

Thence North 88 degrees 29 minutes 42 seconds West with the north line of Inlot 8958 for a distance of 10.35 feet to the point of beginning of the easement herein described, containing 1.031 Acres and being subject to all highways, easements and descriptions of record.

The above description was prepared by Gregg S. Brookhart, Ohio Registered Surveyor No. 6348.

RESOLUTION NO. R-78-13
A RESOLUTION GRANTING A UTILITY EASEMENT
TO THE CITY OF PIQUA TO RUN WITH THE LAND

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Part of Inlot 8958, further described as set forth in Exhibit A attached hereto; and

WHEREAS, the land referenced in Exhibit A is no longer of use to the city, is not a buildable site, and is of no value to the general public due to its location and size and thus is being sold to the adjacent land owner, in which said land is described as Exhibit B; and

WHEREAS, the subject land that is to be purchased by the adjacent land owner is valued at approximately \$500; and

WHEREAS, the city has a need to secure a utility easement over the land referenced in Exhibit B and the adjacent land owner has agreed to allow for said easement to run with the land, which said easement would have a value greater than \$500.

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 acquire said utility easement as described in Exhibit B to run with the life of the land and upon execution shall duly record said easement with the Miami County Recorder in an amount of \$1.00.

SEC. 2: The utility easement is necessary as determined by the Piqua Power Systems.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 21, 2013		
REPORT TITLE	A RESOLUTION GRANTING A UTILITY EASEMENT TO THE CITY OF PIQUA TO RUN WITH THE LAND		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other: Energy Board
BACKGROUND	<p>During the construction of the Power System Service Center, two small adjustments (detailed in Exhibit A) were made to the new west fence line in order to minimize the impact to the neighboring property, owned by Mr. Hemm. These minor adjustments did not impact the Power System's facility design, while allowing the neighboring property to maintain existing traffic patterns around the customer's lake. In return for this accommodation, Mr. Hemm agreed to allow a needed utility easement (detailed in Exhibit B) on his property north of the Power System Service Center.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$0 Financial Impact	
	Expenditure \$:	\$0 Financial Impact	
	Source of Funds:	\$0 Financial Impact	
	Narrative:	The \$1 cost of the required Power System utility easement will be offset by the \$1 sale of property.	

OPTIONS	1.	Approve Resolution No. R-78-13 granting a utility easement in return for the sale of city owned real estate.
	2.	Do not approve the Resolution and provide staff with further direction.
STAFF RECOMMENDATION	Approve Resolution No. R-78-13 granting a utility easement in return for the sale of city owned real estate.	
ATTACHMENTS	<ol style="list-style-type: none"> 1. Exhibit A – Replat Survey & Legal Description 2. Exhibit B – Utility Easement Survey & Description 	

RESOLUTION - EXHIBIT A

APPROVAL
THIS PLAT WAS REVIEWED AND APPROVED BY
ME THIS _____ DAY OR _____, 2012.

CHRIS SCHMESING
CITY OF PIQUA CITY PLANNER

REPLAT SURVEY

CITY OF PIQUA REPLAT

INLOT 8958
CITY OF PIQUA
MIAMI COUNTY, OHIO

VOLUME _____ PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS
RECEIVED FOR RECORD THIS _____ DAY
OF _____, 20____, AT _____ M.
FILE # _____ FEE \$ _____

MIAMI COUNTY RECORDER BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR
APPROVED AND LOT NUMBERS ASSIGNED

MIAMI COUNTY ALDITOR BY DEPUTY AUDITOR

DESCRIPTION
BEING A REPLAT OF INLOT 8607 AS CONVEYED TO THE CITY OF
PIQUA BY DEED RECORDED IN O.R. 138, PAGE 490, AND IN O.R. 94,
PAGE 280.

CONSENT
WE, THE UNDERSIGNED, BEING OF THE OWNER OF THE PARCEL
HEREIN REPLATTED, DO HEREBY CONSENT TO THE EXECUTION
OF SAID REPLAT.

OWNER - CITY OF PIQUA

NAME _____ DATE _____ WITNESS _____

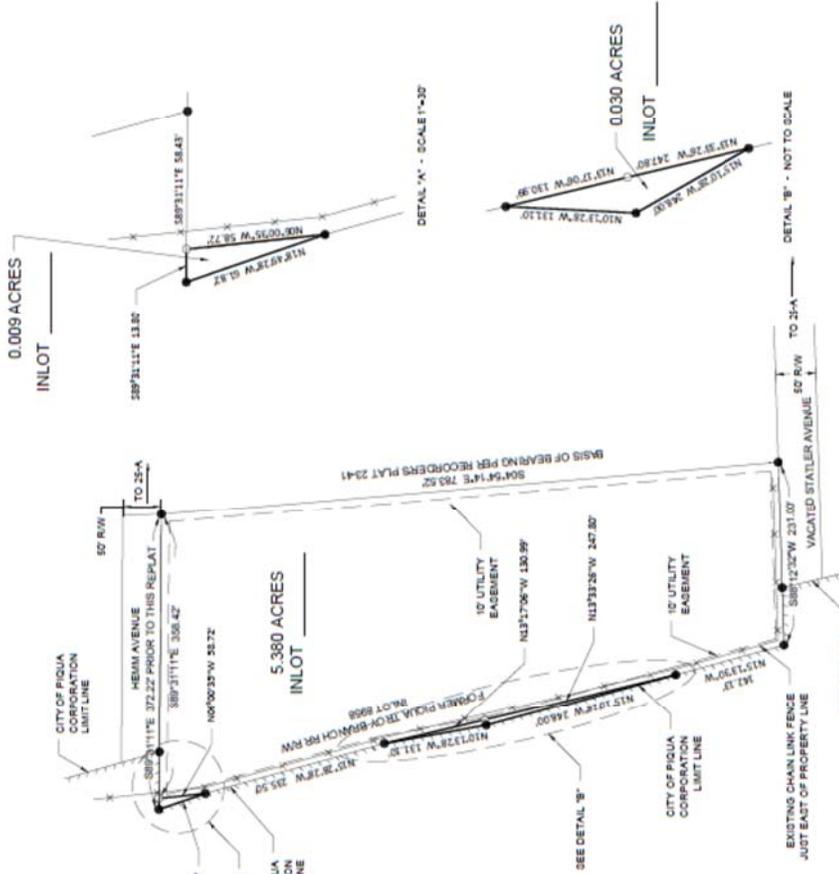
WITNESS _____

STATE OF OHIO, MIAMI COUNTY, SS:
BE IT REMEMBERED THAT ON THIS _____ DAY OF
20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC AND
FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE
FOREMENTIONED, WHO ACKNOWLEDGED THE SIGNING AND
EXECUTION OF THE FORGOING PLAT TO BE THEIR VOLUNTARY
ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE SET MY HAND
AND NOTORIAL SEAL ON THE DAY AND DATE ABOVE.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

CITY OF PIQUA
THIS RECORD PLAT REVIEWED AND APPROVED THIS _____ DAY
OF _____, 20____



- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET
 - X X X X FENCE LINE

REFERENCES
LAND SURVEY VOL 52, PG. 164
RECORDERS PLAT VOL 23, PG. 39
RECORDERS PLAT VOL 23, PG. 41
O.R. BOOK 04-280
O.R. BOOK 136-480

TOTAL ORIGINAL ACREAGE 5.419 AC
NORTH TRACT 0.009 AC
SOUTH TRACT 0.030 AC
REMAINING ACREAGE 5.380 AC

NOTE:
TWO NEW TRACTS CREATED BY THIS
SURVEY TO BE TRANSFERRED TO
ADJACENT PROPERTY OWNER TO THE
WEST. NO NEW BUILDING SITES
ESTABLISHED BY THIS SURVEY.

SEAL OF THE CITY OF PIQUA

THOMAS R. ZECHMAN
PROFESSIONAL SURVEYOR #1927
1023 LAUREL DRIVE
PIQUA, OHIO 45357
(937) 774-6478

REPLAT FOR MIAMI COUNTY, OHIO - PLAT 8958, 2012



RESOLUTION - EXHIBIT A

City of Piqua, Parts of Inlot 8958
0.009 Acre tract and 0.030 Acre tract

Legal Description

Situate in the City of Piqua, Miami County, Ohio and being part of Inlot 8958, as shown by survey filed in Volume No. _____, Page No. _____ of the Miami County Recorder's Record of Plats and being more particularly described as follows:

Commencing at an Iron Pin found at the northwest corner of Inlot 8958, said Iron Pin being at the point of beginning of the tract herein described;

thence South 89 degrees 31 minutes 11 seconds East with the north line of Inlot 8958 for a distance of 13.80 feet to an Iron Pin set;

thence South 06 degrees 00 minutes 35 seconds East for a distance of 58.72 feet to an Iron Pin found on the west line of Inlot 8958;

thence North 18 degrees 49 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 61.82 feet to the Iron Pin found at the point of beginning, containing 0.009 Acres and being subject to all highways, easements, and restrictions of record.

Also

Commencing at an Iron Pin found at the southwest corner of Inlot 8958; thence North 15 degrees 13 minutes 30 seconds West with the west line of Inlot 8958 for a distance of 142.13 feet to an Iron Pin found at the point of beginning of the tract herein described;

thence North 15 degrees 10 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 248.00 feet to an Iron Pin found;

thence North 10 degrees 13 minutes 28 seconds West with the west line of Inlot 8958 for a distance of 131.10 feet to an Iron Pin found

thence South 13 degrees 17 minutes 06 seconds East for a distance of 130.99 feet to an Iron Pin set;

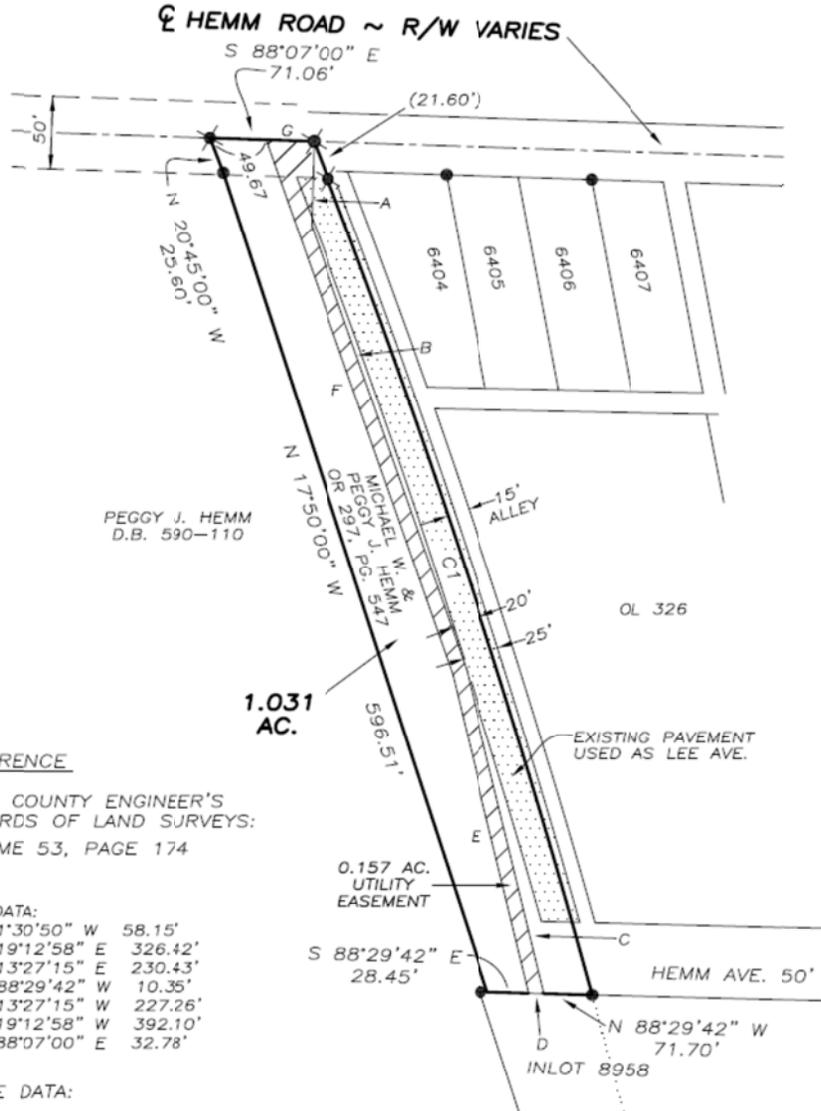
thence South 13 degrees 33 minutes 26 seconds East for a distance of 247.80 feet to the Iron Pin found at the point of beginning, containing 0.030 Acres and being subject to all highways, easements, and restrictions of record.

The above description was prepared by Thomas R. Zechman, Ohio Registered Surveyor No. 7077.

RESOLUTION - EXHIBIT B

EXHIBIT A

WASHINGTON TOWNSHIP 6 TOWN 6 RANGE FRAC. 20 SECTION



REFERENCE

MIAMI COUNTY ENGINEER'S RECORDS OF LAND SURVEYS: VOLUME 53, PAGE 174

LINE DATA:

- A: S 1°30'50" W 58.15'
- B: S 19°12'58" E 326.42'
- C: S 13°27'15" E 230.43'
- D: N 88°29'42" W 10.35'
- E: N 13°27'15" W 227.26'
- F: N 19°12'58" W 392.10'
- G: S 88°07'00" E 32.78'

CURVE DATA:

	Dc	Radius	Delta	Arc	L.C.
C1	0°59'39"	5762.58'	06°11'09"	622.15'	S 18°01'25" E 621.85'

LEGEND

- IRCN PIN FOUND
- ⊗ RAILROAD SPIKE FOUND

SURVEY FOR MICHAEL AND PEGGY HEMM FOR UTILITY EASEMENT IN MIAMI COUNTY, OHIO ~ OCTOBER 3, 2012



THOMAS R. ZECHMAN
OHIO REGISTERED PROFESSIONAL SURVEYOR #7077
1025 LAURA DRIVE
PIQUA, OHIO 45356
(937) 773-9479

RESOLUTION - EXHIBIT B

Utility Easement
Washington Township

Utility Easement Description

Situate in Washington Township, Miami County, Ohio and being a part of Fractional Section Twenty (20), Town Six (6), Range Six (6), as shown in Exhibit A attached to this description and being a utility easement more particularly described as follows:

Commencing at an Iron Pin found at the Northwest corner of Inlot 8958 in the City of Piqua, Ohio; thence South 88 degrees 29 minutes 42 seconds East with the north line of Inlot 8958 for a distance of 28.45 feet to the point of beginning of the utility easement herein described;

Thence North 13 degrees 27 minutes 15 seconds West for a distance of 227.26 feet to a point;

Thence North 19 degrees 12 minutes 58 seconds West for a distance of 392.10 feet to a point on the center line of Hemm Road;

Thence South 88 degrees 07 minutes 00 seconds East with the center line of Hemm Road for a distance of 32.78 feet to a Railroad Spike found;

Thence South 01 degree 30 minutes 50 seconds West for a distance of 58.15 feet to a point;

Thence South 19 degrees 12 minutes 58 seconds East for a distance of 326.42 feet to a point;

Thence South 13 degrees 27 minutes 15 seconds East for a distance of 230.43 feet to a point on the north line of Inlot 8958;

Thence North 88 degrees 29 minutes 42 seconds West with the north line of Inlot 8958 for a distance of 10.35 feet to the point of beginning of the easement herein described, containing 1.031 Acres and being subject to all highways, easements and descriptions of record.

The above description was prepared by Gregg S. Brookhart, Ohio Registered Surveyor No. 6348.

RESOLUTION NO. R-79-13

A RESOLUTION RESCINDING RESOLUTION NO. R-108-10 AND ENACTING NEW PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR WORK ON THE MIA-36-11.34 BRIDGE OVER THE GREAT MIAMI RIVER WITHIN THE CITY OF PIQUA

WHEREAS, by Resolution No. R-108-10 passed September 21, 2010 this Commission entered into an agreement with the Ohio Department of Transportation for the rehabilitation of deteriorated backwalls, expansion joints, and approach slabs, including necessary structural steel repairs on the structure located at approximately 0.44 Miles west of the junction of Interstate Route 75 (Structure File Number 5500095) within the City of Piqua, Miami County, Ohio; and

WHEREAS, the Ohio Department of Transportation has since revised the scope of the project and is requesting that the City of Piqua rescind Resolution R-108-10 and enact new legislation approving the project with the revised scope of work; and

WHEREAS, the Ohio Department of Transportation is requesting new preliminary legislation for the rehabilitation of a structure located on US Route 36 approximately 0.44 miles west of the junction of Interstate Route 75, City of Piqua, Miami County, Ohio.

SEC. 1: Project Description

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

This project includes the overlay of the bridge deck with LCM (latex modified concrete) using hydrodemolition, reface/patch parapet, seal median joint, refurbish & reset abutment bearings, various structural steel repairs and various bridge items on bridge number MIA-36-11.34, Structural File Number 5500095 within the City of Piqua, Miami County, Ohio. Said project is further identified as **MIA US36 11.34**.

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 (City of Piqua) gives consent to the Director of Transportation in 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 as 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 (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 contracts and/or 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.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 21, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution rescinding Resolution R-108-10 and enacting new Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for work on the MIA-36-11.34 bridge over the Great Miami River within the City of Piqua.		
SUBMITTED BY	Name & Title: Amy Havenar, City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On September 21, 2010, the City passed Resolution R-108-10 to allow for the programming of the improvements to the MIA-36-11.34 bridge by ODOT. The project included the rehabilitation of deteriorated back walls, expansion joints, and approach slabs, including necessary structural steel repairs on the structure which is located on E. Ash Street over the Great Miami River.</p> <p>Since that time, ODOT has revised the scope of work to include the following: overlay the bridge deck, reface/patch parapet, seal median joint, refurbish & reset abutment bearings, various structural steel repairs and various bridge items. Due to the change in project scope, ODOT is requesting that the City rescind the previous resolution (R-108-10) and approve the current resolution.</p> <p>As with all ODOT projects, ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		
	Narrative:	There is no financial participation required of the City for the completion of this project. All construction costs will be incurred by ODOT.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to allow the Director of Transportation to complete the bridge rehabilitation project.	
	2.	Do not approve the Resolution and therefore ODOT will not be able complete the bridge rehabilitation project.	

PROJECT TIMELINE	This project is scheduled for Bid Letting in State Fiscal Year 2016.
STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the bridge rehabilitation project.
ATTACHMENTS	

RESOLUTION NO. R-80-13

**A RESOLUTION REQUESTING FINAL LEGISLATION
TO ENTER INTO AN AGREEMENT WITH THE OHIO
DEPARTMENT OF TRANSPORTATION FOR THE
COLLEGE STREET CORRIDOR TRAFFIC SIGNAL
PROJECT**

WHEREAS, on the 15th day of February, 2011, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of safety improvements and signal upgrades on US 36 (College Street) at the intersections of Covington Avenue and Water Street, 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 Sixty Seven Thousand and - 00/100 Dollars (\$67,000.00) 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 estimated sum of Sixty Seven Thousand and - - 00/100 Dollars (\$67,000.00) 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-18-11. 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 15th day of February, 2011, 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

MEETING DATE	May 21, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the College Street Corridor Traffic Signal Project.		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On February 15, 2011, City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the College Street Corridor Traffic Signal Project. The City then engaged a consultant to begin the detailed design.</p> <p>The project will consist of upgrading the traffic signals at College & Water and College & Covington to include signal coordination, the installation of emergency preemption, converting the signal operations from pre-timed to actuated, the installation of ADA compliant curb ramps, and the replacement of the existing traffic signals with mast arm poles.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$455,000	
	Expenditure \$:	\$455,500	
	Source of Funds:	Local (Street Dept. 103 Fund) Federal (CMAQ Funds)	
	Narrative	<p>The City has received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission for 80% of the project costs, up to a maximum amount of \$421,462.</p> <p>While the bids are not in yet for this project, the estimated cost for our local portion of the project is approximately \$67,000 (includes 10% contingency). If the actual bids come in higher than the estimated amount, our local portion will increase. If the bids come in lower than the estimate, than our local portion will decrease. Bids are due in the end of June.</p>	

OPTIONS (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.
PROJECT TIMELINE	The construction is scheduled to begin in July of 2013.	
STAFF RECOMMENDATION	Approval of the Resolution to enter into an agreement with ODOT to allow for the College Street Corridor Traffic Signal Project to proceed.	
ATTACHMENTS	Exhibit "A" - Contract	

EXHIBIT "A"

PID No. 88229
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 safety improvements and signal upgrades on US 36 (College Street) at the intersections of Covington Avenue and Water Street, 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 **Sixty Thousand Five Hundred and - - - 00/100 Dollars, (\$60,500.00).**
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.**
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 statues 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: _____

AMENDED 5-17-2013

RESOLUTION NO. R-81-13

A RESOLUTION APPROVING CDM-SMITH BE RETAINED FOR ENGINEERING SERVICES FOR ALL PHASES OF THE WASTEWATER TREATMENT PLANT THROUGH THE COMPLETION OF THE WASTEWATER TREATMENT PLANT AND APPROVING A CONTRACT FOR THE PRELIMINARY ENGINEERING REPORT

WHEREAS, On April 1st 2013 Ohio Environmental Agency accepted the Wastewater Treatment Plant Master Plan with a completion date of April 30th, 2018; and

WHEREAS, the last item dealing with the Master Plan is to provide a Preliminary Engineering Report (PER) prepared to fully identify the improvements that need to be made as recommended in the Master Plan that will provide more details and equipment selections to implement the needed upgrades and their associated cost; and

WHEREAS, CDM has prepared the Master Plan and is monitoring the High Rate Treatment Study, which is all part of the Preliminary Engineering Report, which has already been approved by the OEPA, and provides the procedure and processes that the City must follow to meet all of the EPA requirements; and

WHEREAS, the Preliminary Engineering Report, is directly connected to the work currently being monitored by CDM, which is the High Rate Treatment Process study for elimination of SSOs in the future expansion of the plant as required by USEPA and the OEPA; and

WHEREAS, the PER(Report) will define the basis of design for the Wastewater Treatment Plant (WWTP) upgrade and expansion project and use the information from the Bio-Actiflo Report to size the plant according to the objectives in the Master Plan for OEPA approval; and

WHEREAS, due to the approved timeline from the OEPA, a delay caused by bidding the professional services would be detrimental to the Master Plan mandates, and Piqua Municipal Code §34.19 allows for the bidding process to be waived due to the nature of the agreement being for professional services; and

WHEREAS, the professional services offered by CDM-Smith are under budget for 2013; and

WHEREAS, it is critical for meeting the project timeline and to the total cost of the project that CDM-Smith continue work on the Wastewater Treatment Plant as another contractor would have to spend a substantial amount of time collecting data and/or reviewing the previous work to prepare for its own phase of the project; and

WHEREAS, continuity and a solid understanding of the project are invaluable in retaining CDM-Smith to meet completion deadlines that another contractor would be lacking and therefore CDM-Smith's services are needed for each phase up to and including completion of the Wastewater Treatment Plant; and

WHEREAS, the PER constitutes 25% of the detailed design; which is being completed by CDM-Smith, and therefore retaining CDM-Smith's services are essential to completion of the detailed design, the next phase of the Water Treatment Plant build.

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

SEC. 1: The City Manager is authorized to enter into a contract with CDM-Smith to perform Professional Engineering Services for the Preliminary Engineering Report (PER) for the Wastewater Plant Upgrade and Expansion;

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

SEC. 3: The Finance Director 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 \$90,000;

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

SEC. 5: CDM-Smith's professional services are needed through each phase up to and including completion of the Wastewater Treatment Plant and therefore CDM-Smith's services shall be retained without proceeding through the RFP/RFP process and the City Manager is authorized to enter into an agreement for the general engineering services and said agreement is

substantially in the form of Exhibit A, with each phase then being brought forward by separate contract for approval of compensation.

SEC. 6: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 7, 2013.		
REPORT TITLE (Should match resolution/ordinance title)	Contract with CDM-Smith to perform Engineering Services for Wastewater Treatment Plant Upgrade and Expansion Preliminary Engineering Report (PER) and submit to OEPA for formal approval.		
SUBMITTED BY	Name & Title: Dave Davis		
	Department: Wastewater Plant		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	The Wastewater Treatment Plant Facility Plan completed in August of 2012 has recently been approved by the Ohio EPA (April 1st, 2013). The Facility Plan calls for a Preliminary Engineering Report (PER) to be approved by the EPA, before formal design of the plant improvements can begin. This report will fully identify the improvements to be made as recommended in the Facility Plan and provide details of equipment selections and estimated cost for the project to meet the NPDES permit schedule. After completion & approval, continue into the Design Phase Engineering.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$90,000	
	Expenditure \$:	\$89,300 Contract + \$700 for Contingencies	
	Source of Funds:	Wastewater System Operations Budget 2013/ DEFA Planning Loan	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve, and continue with Master Plan for SSO Removal	
	2.	Deny and face possible action and fines by the OEPA	
	3.		
	4.		
PROJECT TIMELINE	26 weeks from approval of legislation, then PER will be send to OEPA for approval by end of the year.		
STAFF RECOMMENDATION	Approval of resolution, so the city can continue the schedule approved by the OEPA for SSO removal.		
ATTACHMENTS	CDM-Smith Scope of Services & Contract.		

**CITY OF PIQUA, OHIO
DEPARTMENT OF UTILITIES
ENGINEERING SERVICES FOR
WASTEWATER TREATMENT PLANT PRELIMINARY
ENGINEERING REPORT
SCOPE OF SERVICES**

Background

CDM Smith recently completed the Wastewater Treatment Plant Facility Plan for the City of Piqua (City). The Facility Plan identified alternatives for liquids stream and solids stream processes and made a recommendation for the process upgrades to be implemented for the plant upgrade and expansion. The Ohio EPA has agreed with the recommendations presented in the Facility Plan and the City desires to implement the recommended upgrades and expansion.

The City desires to have a Wastewater Treatment Plant Preliminary Engineering Report prepared to more fully identify the improvements that need to be made as recommended in the Facility Plan that will provide more details and equipment selections to implement the needed upgrades and their associated costs.

CDM Smith will provide professional engineering services to prepare the Wastewater Treatment Plant Preliminary Engineering Report. The Scope of Services contained herein are based on CDM Smith's understanding of the City's needs, familiarity with the work to be performed, and discussions with the City's staff.

Preliminary Engineering Report

The Preliminary Engineering Report (Report) will define the basis of design for the Wastewater Treatment Plant (WWTP) upgrade and expansion project (Project). The Report will be based on the recommended liquids and solids process alternatives in the Facility Plan. An alternative optimization analysis will be performed on the recommended liquids treatment process alternative which consists of upgrading the existing plant and constructing a new high-rate biological treatment process (BioActiflo) in parallel to the existing plant, adding another equalization basin the same size as the existing basin, and a new wet weather pump station to pump into the equalization basins.

The Report will also refine the details of the remaining plant and ancillary facilities including raw sewage pumping, screening, grit and grease removal, primary settling, aeration, secondary settling, disinfection, and the ATAD biosolids treatment system.

To meet these objectives, the project will be carried out in the following tasks. The detailed Scope of Services for each task is presented below.

Task 1 –Liquids Treatment Alternative Optimization Analysis

An alternative optimization analysis will be performed on the recommended liquids treatment process alternative in the Facility Plan. The recommended liquid treatment alternative consisted of the following:

- Upgrading the existing plant
- Constructing a new BioActiflo process in parallel to the existing plant
- Adding a 3 MG equalization basin
- Adding a new wet weather pump station to utilize the upper storage available in the equalization basins

The existing and new equalization basins along with the new wet weather pump station would provide a total equalization storage volume of 6 MG. Coupled with the 6 MG of equalization storage capacity, the BioActiflo process was sized in the Facility Plan Update to provide a peak plant hydraulic capacity of 13 mgd to eliminate the SSO. The alternatives optimization analysis will determine the optimum capacity and cost-effectiveness of the combination of the existing plant, BioActiflo process and equalization storage capacity. The scenarios that will be investigated will include:

- No additional equalization storage or wet weather pump station, providing 1 MG of existing equalization storage and higher capacity BioActiflo
- Only constructing the new equalization basin and no wet weather pump station, providing a total of 2 MG of equalization storage (by gravity alone) and a higher capacity BioActiflo
- Only constructing the new wet weather pump station and no new equalization basin, providing a total of 3 MG of equalization storage and a higher capacity BioActiflo

Task 2 – Existing Plant Upgrades

CDM Smith will identify specific upgrades necessary to enhance the operability and efficiency of the existing plant facilities and to meet regulatory requirements consistent with the recommendations in the Facility Plan. WWTP improvements will be consistent with Ten States Standards, 2004 Edition, and the BioActiflo Basis of Design Report being developed concurrently with this Report as follows:

1. Raw Sewage Pump Station including screening facilities
2. Grit and Grease removal facility
3. Primary Settling including flow splitting

4. Aeration Tanks including blowers and aeration system
5. Secondary Settling Tanks including flow splitting
6. UV Disinfection
7. Effluent flow meter
8. Pumps
 - a. Drainage pumps
 - b. Hydraulic wasting pumps
 - c. Return activated sludge pumps
 - d. Supernatant oxidation effluent and return sludge pumps
9. Plant flushing water system
10. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, and interconnecting piping
11. SCADA system for the WWTP, including remote monitoring and control, and the HMI system to interface with it.
12. Natural gas supply
13. Electrical power feed to and between facilities and replacement of obsolete electrical equipment

Task 3 – Preliminary Engineering Report

CDM Smith will develop a Wastewater Treatment Plant Preliminary Engineering Report (Report) that compiles and summarizes all relevant project data and analysis results used to develop the findings, conclusion, and project recommendations. The report will include a description of proposed liquids treatment optimization analysis and recommended plant improvements. CDM Smith, with input from the City, will develop a preliminary engineer's opinion of probable construction cost for the recommended plant improvements.

CDM Smith will prepare and submit a draft Report in both electronic and hard copy format for review and comment. CDM Smith will attend a review meeting with the City to receive and review comments provided by the City. Upon inclusion of review comments, CDM Smith will submit four final copies to the City in hard copy format and one copy in electronic file (pdf) format.

Task 4 – Coordination with the Ohio EPA

CDM Smith will submit the draft Report to the Ohio EPA for review and concurrence prior to beginning the detailed design. CDM Smith will meet with the Ohio EPA and the City to discuss their review comments. CDM Smith will address comments from the Ohio EPA and coordinate responses with the City and incorporate them into the final Report as part of Task 3.

Task 5 – Meetings, Project Management and Quality Control

5.1 Meetings

CDM Smith will attend project meetings and workshops with the City as outlined below.

- Kickoff Meeting – The kick-off meeting will be to introduce the project team, identify critical data needs, critical issues, and milestones. Initial criteria will be reviewed, and requests for additional information will be conveyed to the City. CDM Smith will prepare meeting minutes and distribute them to those in attendance.
- Alternative Optimization Workshop – CDM Smith will conduct an alternative optimization workshop with the City to review the preliminary liquid alternative optimization analysis, discuss potential capital and operational needs. The goal of this workshop is to decide on the optimum combination of equalization storage volume and BioActiflo capacity. CDM Smith will prepare meeting minutes and distribute them to those in attendance.
- Existing Plant Upgrades Workshop – CDM Smith will conduct a workshop with the City to review the existing plant upgrades and potential capital and operational needs. The goal of this workshop is to decide on the necessary plant modifications that will be implemented and included in the WWTP Upgrade and Expansion project. CDM Smith will prepare meeting minutes and distribute them to those in attendance.
- Draft Report Review Meeting – CDM Smith will attend a draft Report review meeting with the City to receive and review comments provided by the City. CDM Smith will prepare meeting minutes and distribute them to those in attendance.
- Meeting with Ohio EPA – CDM Smith will meet with the Ohio EPA and the City to discuss their review comments. CDM Smith will prepare meeting minutes and distribute them to those in attendance.
- Presentation of final Report to City Commission – CDM Smith will attend a City Commission meeting to present the final report and respond to questions from the Commissioners.

5.2 Project Management and Quality Control

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

City's Responsibility

To support the performance of the scope of services described above, the City will conduct the following activities:

- Provide all available WWTP records, data, and plans.
- Perform field investigations as requested where record drawings are incomplete or clarification is required.
- Provide operating records and SCADA data.
- Contact property owners and obtain permission regarding access for field visits and equipment access, if necessary.
- Provide data in electronic media that can be edited and manipulated for use in this evaluation.
- Review data and reports prepared by CDM Smith and provide review comments in a timely manner.

Assumptions

The Report shall not include the following items previously included in the Wastewater Treatment Plant Facility Plan submitted July 2012, unless specifically identified as additional services and agreed to by the City and CDM Smith:

- Analysis of current or historic WWTP raw sewage data.
- Evaluation of treatment process alternatives other than the recommended alternative.
- Condition assessment of existing facilities and/or other wastewater system assets.
- Analysis of other facilities not identified under Tasks 1 and 2.
- Evaluation of alternative biosolids processes, dewatering, or disposal practices.
- Visits to other Wastewater Treatment Plants to observe equipment or operations.

Project Schedule

CDM Smith proposes to complete the described scope of services in accordance with the following Project Schedule.

Task	Time Duration (weeks after Notice to Proceed)
Kickoff Meeting	1
Submit Draft Report	17
Submit Report to Ohio EPA	22
Finalize Report	26*

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

Estimated Engineering Fee

The total estimated “not-to-exceed” fee is \$89,300. The table below shows the total estimated fee for each task, including the total “not-to-exceed” amount.

Task Description	Estimated Fee
Task 1 – Liquids Treatment Alternative Optimization Analysis	\$11,505
Task 2 – Existing Plant Upgrades	\$42,025
Task 3 – Preliminary Engineering Report	\$13,929
Task 4 – Coordination with the Ohio EPA	\$1,334
Task 5 – Meetings, Project Management & Quality Control	\$20,507
Total Estimated Fee	\$89,300

CDM Smith will invoice the services performed based on CDM Smith’s Fee Schedule for Professional Services (attached).

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

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

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

2. Direct Costs:

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

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

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

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

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

Reproduction:

\$0.10/copy for standard page-sized documents

\$1/copy for blueprints

\$2/copy for sepias

\$10/copy for Mylars

\$6/sheet for CADD Vellum

\$16/sheet for CADD Mylars

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

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

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

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

THIS IS AN AGREEMENT made as of _____, 2013 between the City of Piqua, Ohio ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER intends to have engineering services performed and construct expansion and improvements to their wastewater treatment plant (the "Project").

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

ARTICLE 1 – SCOPE OF SERVICES

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

ARTICLE 2 – TIMES FOR RENDERING SERVICES

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

ARTICLE 3 – OWNER'S RESPONSIBILITIES

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

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

applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

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

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

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

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

OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

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

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) such limited license to OWNER shall not create any rights in third parties. Although ENGINEER may not have given verification, completion or adaptation, OWNER has no liability nor duty to indemnify ENGINEER for use by a third party when the record has been released or obtained pursuant to the Ohio Public Records Law.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

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

5.6 NOT USED.

5.7 NOT USED.

5.8 Successors and Assigns

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

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

5.8.3. Unless expressly provided otherwise in this Agreement:

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

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

5.9 Notices

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

5.10 Severability

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

expressing the intention of the stricken provision.

5.11 Changed Conditions

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

5.12 Environmental Site Conditions

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

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

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

5.13 Insurance

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

5.14 Discovery

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

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or

mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

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

5.17 Waiver

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

5.18 Headings

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

5.19 Subcontractors

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

5.20 Coordination with Other Documents

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

5.21 Purchase Order

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

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

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

ARTICLE 6 – DEFINITIONS

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

6.1.1 Services

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

6.1.2 Agreement

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

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and

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

financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

6.1.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. to be determined) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

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

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

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

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

Exhibit C - Fee Schedule for Professional Services

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

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

OWNER:

ENGINEER:

By: _____
Title: City Manager
Date: _____

By: _____
Title: Associate
Date: _____

Approved as to form:

By: _____
Title: City Law Director

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

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

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

This is an exhibit attached to and made a part of the Agreement dated _____, 2013, between The City of Piqua, Ohio (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall::

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

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

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

- 1.1.10 The Report identified in 1.1.5 is a Wastewater Treatment Plant Preliminary Engineering Report (Report) that will define the basis of design for the Project. ENGINEER recently completed the Wastewater Treatment Plant Facility Plan (Facility Plan) for the OWNER. The Facility Plan identified alternatives for liquids stream and solids stream processes and made a recommendation for the process upgrades to be implemented for the plant upgrade and expansion. The Ohio EPA has agreed with the recommendations presented in the Facility Plan and the OWNER desires to implement the recommended upgrades and expansion.

The OWNER desires to have the Report prepared to more fully identify the improvements that need to be made as recommended in the Facility Plan that will provide more details and equipment selections to implement the needed upgrades and their associated costs.

ENGINEER will provide professional engineering services to prepare the Report. The Scope of Services contained herein are based on ENGINEER's understanding of the OWNER's needs, familiarity with the work to be performed, and discussions with the OWNER.

The Report will be based on the recommended liquids and solids process alternatives in the Facility Plan. An alternative optimization analysis will be performed on the recommended liquids treatment process alternative which consists of upgrading the existing plant and constructing a new high-rate biological treatment process (BioActiflo) in parallel to the existing plant, adding another equalization basin the same size as the existing basin, and a new wet weather pump station to pump into the equalization basins. The Report will also refine the details of the remaining plant and ancillary facilities including raw sewage pumping, screening, grit and grease removal, primary settling, aeration, secondary settling, disinfection, and the ATAD biosolids treatment system.

To meet these objectives, the Report will be carried out in the following tasks:

Task 1 –Liquids Treatment Alternative Optimization Analysis

An alternative optimization analysis will be performed on the recommended liquids treatment process alternative in the Facility Plan. The recommended liquid treatment alternative consisted of the following:

- Upgrading the existing plant
- Constructing a new BioActiflo process in parallel to the existing plant
- Adding a 3 MG equalization basin
- Adding a new wet weather pump station to utilize the upper storage available in the equalization basins

The existing and new equalization basins along with the new wet weather pump station would provide a total equalization storage volume of 6 MG. Coupled with the 6 MG of equalization storage capacity, the BioActiflo process was sized in the Facility Plan to provide a peak plant hydraulic capacity of 13 mgd to eliminate the SSO. The alternatives optimization analysis will determine the optimum capacity and cost-effectiveness of the combination of the existing plant, BioActiflo process, and equalization storage capacity. The scenarios that will be investigated will include:

- No additional equalization storage or wet weather pump station, providing 1 MG of existing equalization storage and higher capacity BioActiflo
- Only constructing the new equalization basin and no wet weather pump station, providing a total of 2 MG of equalization storage (by gravity alone) and a higher capacity BioActiflo
- Only constructing the new wet weather pump station and no new equalization basin, providing a total of 3 MG of equalization storage and a higher capacity BioActiflo

Task 2 – Existing Plant Upgrades

ENGINEER will identify specific upgrades necessary to enhance the operability and efficiency of the existing plant facilities and to meet regulatory requirements consistent with the recommendations in the Facility Plan. WWTP improvements will be consistent with Ten States Standards, 2004 Edition, and the BioActiflo Basis of Design Report being developed concurrently with this Report as follows:

1. Raw Sewage Pump Station including screening facilities
2. Grit and Grease removal facility
3. Primary Settling including flow splitting
4. Aeration Tanks including blowers and aeration system
5. Activated sludge operational control with dissolved oxygen (DO) or oxidation reduction potential (ORP)
6. Secondary Settling Tanks including an additional tank, retrofitting existing tanks with baffles, tank no. 3 equipment replacement, flow splitting, and weir brushes and covers
7. Hydraulic Wasting Tank
8. UV Disinfection
9. Effluent flow meter
10. Post aeration
11. Pumps
 - a. Drainage pumps
 - b. Hydraulic wasting pumps
 - c. Return activated sludge pumps
 - d. Supernatant oxidation effluent and return sludge pumps
 - e. Effluent pumps
12. Plant flushing water system
13. Waste streams from sludge thickening, sludge dewatering belt filter presses, and BioActiflo
14. Sampling equipment locations
15. Building roofing replacement
16. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, storm water, and interconnecting piping
17. SCADA system for the WWTP, including remote monitoring and control, and the

- HMI system interface
- 18. Natural gas supply
- 19. Building heating system
- 20. Electrical power feed to and between facilities and replacement of obsolete electrical equipment

Task 3 – Preliminary Engineering Report

ENGINEER will develop a Report that compiles and summarizes all relevant project data and analysis results used to develop the findings, conclusion, and project recommendations. The report will include a description of proposed liquids treatment optimization analysis and recommended plant improvements. ENGINEER, with input from the OWNER, will develop a preliminary engineer's opinion of probable construction cost for the recommended plant improvements.

ENGINEER will prepare and submit a draft Report in both electronic and hard copy format for review and comment. ENGINEER will attend a review meeting with the OWNER to receive and review comments provided by the OWNER. Upon inclusion of review comments, ENGINEER will submit four final copies to the OWNER in hard copy format and one copy in electronic file (pdf) format.

The Report shall not include the following items previously included in the Facility Plan submitted July 2012, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER:

- Analysis of current or historic WWTP raw sewage data.
- Evaluation of treatment process alternatives other than the recommended alternative.
- Condition assessment of existing facilities and/or other wastewater system assets.
- Analysis of other facilities not identified under Tasks 1 and 2.
- Evaluation of alternative biosolids processes, dewatering, or disposal practices.
- Visits to other Wastewater Treatment Plants to observe equipment or operations.

Task 4 – Coordination with the Ohio EPA

ENGINEER will submit the draft Report to the Ohio EPA for review and concurrence prior to beginning the detailed design. ENGINEER will meet with the Ohio EPA and the OWNER to discuss their review comments. ENGINEER will address comments from the Ohio EPA and coordinate responses with the OWNER and incorporate them into the final Report as part of Task 3.

Task 5 – Meetings, Project Management, and Quality Control

5.1 Meetings

ENGINEER will attend project meetings and workshops with the OWNER as outlined below.

- Kickoff Meeting – The kick-off meeting will be to introduce the project team, identify critical data needs, critical issues, and milestones. Initial criteria will be reviewed, and requests for additional information will be conveyed to the OWNER. ENGINEER will prepare meeting minutes and distribute them to those

in attendance.

- Alternative Optimization Workshop – ENGINEER will conduct an alternative optimization workshop with the OWNER to review the preliminary liquid alternative optimization analysis, discuss potential capital and operational needs. The goal of this workshop is to decide on the optimum combination of equalization storage volume and BioActiflo capacity. ENGINEER will prepare meeting minutes and distribute them to those in attendance.
- Existing Plant Upgrades Workshop – ENGINEER will conduct a workshop with the OWNER to review the existing plant upgrades and potential capital and operational needs. The goal of this workshop is to decide on the necessary plant modifications that will be implemented and included in the WWTP Upgrade and Expansion project. ENGINEER will prepare meeting minutes and distribute them to those in attendance.
- Draft Report Review Meeting – ENGINEER will attend a draft Report review meeting with the OWNER to receive and review comments provided by the OWNER. ENGINEER will prepare meeting minutes and distribute them to those in attendance.
- Meeting with Ohio EPA – ENGINEER will meet with the Ohio EPA and the OWNER to discuss their review comments. ENGINEER will prepare meeting minutes and distribute them to those in attendance.
- Presentation of final Report to City Commission – ENGINEER will attend a City Commission meeting to present the final report and respond to questions from the Commissioners.

5.2 Project Management and Quality Control

ENGINEER will perform necessary project management and oversight during the project to oversee and implement ENGINEER's quality control process, prepare monthly invoices, coordinate subcontractor invoicing and payment, and perform other necessary project-related administrative tasks.

1.2 Design Phase

ENGINEER's services during the Design Phase is not part of this Agreement. Additional Scope of Services and fee for Design Phase Engineering Services will be authorized at a later date, at or near the completion of the Report services, by the OWNER as an Amendment to this Agreement.

1.3 Bidding or Negotiating Phase

ENGINEER's services during the Bidding or Negotiating Phase is not part of this Agreement. Additional Scope of Services and fee for Bidding or Negotiating Phase Services will be authorized at a later date, at or near the completion of the Report services, by the OWNER as an Amendment to this Agreement.

1.4 Construction Phase

ENGINEER's services during the Construction Phase including General Services, Resident Project Representation (RPR) Services, Applications Engineering Services, and preparation of an Operations and Maintenance Manual are not part of this Agreement. Additional Scope of Services and fee for

Construction Phase, RPR, Applications Engineering Services, and preparation of an Operations and Maintenance Manual will be authorized at a later date, at or near the completion of the detailed design services, by the OWNER as an Amendment to this Agreement.

2.0 OWNER'S RESPONSIBILITIES

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
- 2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
 - 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
 - 2.1.3 Appropriate professional interpretation of all of the foregoing;
 - 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
 - 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
 - 2.1.6 Property descriptions;
 - 2.1.7 Zoning, deed and other land use restrictions; and
 - 2.1.8 Other special data or consultations not covered in Article 2.

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

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
- 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance

counseling services;

- 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
- 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
 - 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

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

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

hydrants as required by the ENGINEER.

2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

Task	Time Duration (weeks after Notice to Proceed)
Kickoff Meeting	1
Submit Draft Report	17
Submit Report to Ohio EPA	22
Finalize Report	26*

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

4.0 METHOD OF PAYMENT

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

Invoices will be submitted monthly and will be based on billing rates for ENGINEER staff established in Exhibit C attached to this Agreement, subject to the rate adjustment clause in the Exhibit C. The total fee for the basic services shall not exceed \$89,300 without written authorization from the OWNER.

5.0 SPECIAL PROVISIONS

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

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

- Provide all available WWTP records, data, and plans.
- Perform field investigations as requested where record drawings are incomplete or clarification is required.
- Provide operating records and SCADA data.
- Contact property owners and obtain permission regarding access for field visits and equipment access, if necessary.
- Provide data in electronic media that can be edited and manipulated for use in this evaluation.
- Review data and reports prepared by ENGINEER and provide review comments in a timely manner.

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

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

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

2. Direct Costs:

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

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

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

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

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

Reproduction:

\$0.10/copy for standard page-sized documents

\$1/copy for blueprints

\$2/copy for sepias

\$10/copy for Mylars

\$6/sheet for CADD Vellum

\$16/sheet for CADD Mylars

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

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

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