

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 3, 2013
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION: OHIO VOLUNTEER CHALLENGE: FEED OHIO 2013

PROCLAMATION: NATIONAL PREPAREDNESS MONTH IN THE CITY OF PIQUA

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the August 8, 2013 Piqua City Commission Worksession and the August 20, 2013 Regular City Commission Meeting
2. **RES. NO. R-115-13**
A Resolution of appreciation for the Public Service of Kevin Grogan as a City Employee
3. **RES. NO. R-116-13**
A Resolution of appreciation for the Public Service of Wil Benson as a City Employee

OLD BUSINESS

4. **ORD. NO. 10-13 (3rd Reading)**
An Ordinance to levy Special Assessments to pay for the cost of nuisance abatement assessments
5. **ORD. NO. 11-13 (3rd Reading)**
An Ordinance to levy Special Assessments to pay the cost of Demolition Assessments per terms of Moving Ohio Forward Grant Agreement

NEW BUSINESS

6. **RES. NO. R-117-13**
A Resolution requesting authorization to enter into an agreement with Arcadis U.S., Inc., for professional engineering services as related to the Miami River Interceptor Siphon Line improvements
7. **RES. NO. R-118-13**
A Resolution requesting authorization to enter into an agreement with Finrock Construction Co., Inc. for construction of the Ellerman, Fisher, Grant and Downing Water Distribution Improvements

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

ReDO Piqua Update – Chris Schmiesing, City Planner

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION WORK SESSION
THURSDAY AUGUST 8, 2013
7:30 P.M.**

Piqua City Commission met in a City Commission Work Session at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Vice Mayor Vogt called the meeting to order. Present were Commissioners Terry, Martin, and Wilson. Absent: Mayor Fess. Also present: City Manager Gary Huff, Bill Murphy Economic Development Director/Assistant City Manager, Law Director Stacy Wall, and Finance Director/Assistant City Manager Cynthia Holtzaple.

Also present: Eric Sauer of CYP Studios, Ruth Koon, Glen Devers, Carol Hogston, Cathy Oda, Jim Cruse, and Brad Boehringer.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to excuse Mayor Fess from the August 8, 2013 Piqua City Commission Work Session. Voice vote, Aye: Martin, Terry, Wilson, and Vogt. Nay: None. Motion carried unanimously.

PITSENBARGER PARK SPLASH PAD

Ruth Koon Chairperson of the Friends of the Park Committee provided background information on the Friends of the Parks activities and fundraising efforts to provide a Splash Pad at the Piqua Municipal Pool. Ms. Koon stated the cost of the splash pad is approximately \$150,000, and to date they have only been able to raise about \$21,000.

Ms. Koon introduced Eric Sauer of CYP Studios in Dayton, Ohio. Mr. Sauer provided several renderings of splash pad equipment available, and explained how a splash pad is operated. Mr. Sauer stated there are several types of systems that can be considered for the Piqua Municipal Pool, and explained the different types in detail.

There were questions and discussion on the design of the splash pad, the type of equipment that would be required, the age of the children that would be utilizing the splash pad, the various types of pumps and recirculating systems for the water, and if it would be possible to have any of the installation be completed by in-house employees or local contractors. It was also noted that it may be possible to get some of the supplies and installation work donated by local contractors and businesses.

Several questions were raised concerning the amount of revenue the splash pad would generate, and if there were any other splash pads in a 50 mile radius that could provide revenue figures they have after installation of a splash pad. It was noted that Troy and Tipp City both have splash pads in use at this time. Mr. Sauer was asked if his company has completed other splash pads in the area, and he noted several within the local area.

Ms. Koon asked if there were any figures on the Piqua Municipal Pool for the 2013 season. Compared to last year the numbers are down, but this year the weather has not been very cooperative, stated Law Director Stacy Wall. The average attendance for a day is about 400 stated City Manager Huff. The Piqua Municipal Pool was built in 1986 and is in need of updates.

Questions were raised concerning the use of grant money for the project, and it was noted that part of the funds raised included grant money. The splash pad is something that would benefit the whole community stated Ms. Koon, but we are going to need more help from the community to raise the funds to complete the project. Ms. Koon asked if the money could be spent on other park amenities if the money raised was not enough for a splash pad Ms. Wall stated the city will look into it as it depends on the designation that was stated the funds were being raised for by the Friends of the Parks group.

After a lengthy discussion it was decided that the City would assume the responsibility for the splash pad, and the Friends of the Parks will pursue other improvements to the park.

Mr. Sauer was asked to provide additional information to the City regarding the splash pad equipment and costs.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Piqua City Commission Work Session at 8:40 P.M. Voice vote, Aye: Vogt, Wilson, Martin, and Terry. Nay: None. Motion carried unanimously.

WILLIAM D. VOGT, VICE, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

**MINUTES
PIQUA CITY COMMISSION
Tuesday August 20, 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 Terry, Wilson, Vogt, and Martin.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of the minutes from the August 6, 2013 Regular Piqua City Commission Meeting.

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

Old Business

ORD. NO. 10-13 (2nd Reading)

An Ordinance to levy Special Assessments to pay for the cost of nuisance abatement assessments

Amy Welker, Health & Sanitation Director provided a brief overview on the assessments. The City of Piqua abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. The cost of the abatement is then charged back to the property owner. If the property owner fails to pay the abatement fees then the costs are certified to the Miami County Auditor to be placed on the property taxes. These charges will go to the Auditor on September 9, 2013. A revised list of the property assessments were included in the Commissioners packet with the Ordinance, as some of the fees have been paid since the last meeting, stated Ms. Welker.

A question was raised regarding an assessment on a foreclosed property located on Cleveland Street, and why the property owner was still listed as the owner. Ms. Welker explained, and Law Director Stacy Wall further explained the process that it goes through in the courts.

Public Comment

No one came forward to speak for or against Ordinance No. 10-13.

Ordinance No. 10-13 was given a second reading.

ORD. NO. 11-13 (2nd Reading)

An Ordinance to levy Special Assessments to pay the cost of Demolition Assessments per terms of the Moving Ohio Forward Grant Agreement

Bill Lutz, Development Program Manager, stated in 2012 the City of Piqua entered into an agreement (Moving Ohio Forward) with the Miami County Board of Commissioners for the demolition of residential structures in the City of Piqua. The terms of this agreement were that the City would demolish up to ten houses and assess one-half of the demolition costs to the property owner. To date, under the program, six properties have been demolished, two are under contract to be completed by August 30, and two more are currently being studied for asbestos contamination.

There was discussion regarding the funds that are required to be held in a demolition defense fund when a property has been damaged by fire, and when and how the funds are disbursed. Ms. Welker stated not all properties are covered by insurance; many of the damaged properties do not

have any insurance on them. Ms. Wall provided a legal opinion on the reason for the demolition defense fund, and when the funds are used to clean up a property.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 11-13.

Ordinance No. 11-13 was given a second reading.

New Business

ORD. NO. 12-13 (1st Reading)

An emergency Ordinance to make appropriations for the City of Piqua, Ohio for the year 2013

Cynthia Holtzapple, Finance Director/Assistant City Manager stated about this time every year a supplemental appropriation is requested. The 2013 annual budget is required to be presented to the City Commission in November of 2012, before all project timing and costs are known. Projects expecting to be completed last year will sometimes carryover into the next year. During the fiscal year, unexpected expenses do sometimes occur and this supplemental appropriation allows the city to more accurately reflect these changes in the financial statements.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No.12-13

Moved by Commissioner Vogt, seconded by Commissioner Martin, that the rule requiring Ordinance No. 12-13 be read fully and distinctly on three separate days be suspended. Roll call, Aye: Terry, Martin, Vogt, Fess, and Wilson. Nay, None: Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Ordinance No. 12-13 be adopted. Roll call, Aye: Martin, Vogt, Fess, Wilson, and Terry. Nay, None. Motion carried unanimously. Mayor fess then declared Ordinance No. 12-13 adopted.

ORD. NO. 13-13 (1st Reading)

An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule 111 of the Piqua Code relating to one-way streets and alleys pertaining to Wood Street

Amy Havenar, City Engineer stated the City Manager received direction from the City Commission to evaluate the possibility of converting Wood Street into a one-way street eastbound between Covington Avenue and College Street. Work sessions were held in January and February of 2013 to discuss the various options for improving this section of roadway. The City Commission indicated that their preference was to make Wood Street one-way eastbound between Covington Avenue and College Street.

Based upon that recommendation, a Traffic Study was completed by The Kleingers Group which looked at making Wood Street one-way eastbound, and the effect that the one-way traffic would have on the surrounding streets. The findings of the report stated that converting Wood Street to one-way eastbound appears to be feasible, and that the city should also consider the possibility of allowing parking on both sides of the street between Gordon Street and College Street.

The Consultant al recommended that the existing island bounded by Covington Avenue, Wood Street, and College Street be extended to the south to narrow the roadway width, and discourage illegal turns from Gordon Street. In the interim, pavement markings should be used to reduce the travel width until the curbed island can be constructed.

There was discussion regarding the extension of the existing island further out on to Covington Avenue, coming off of Gordon Street going west on Covington Avenue, and allowing parking on both sides of Wood Street after it becomes a one-way street. Several other scenarios were suggested, and were discussed,

PUBLIC COMMENT

Cindy Pearson, a Wood Street resident came forward stating she is very much in favor of the changes that are being recommended at this time on Wood Street.

Moved by Commissioner Martin, seconded by Commissioner Wilson, that the rule requiring Ordinance No. 13-13 be read fully and distinctly on three separate days be suspended. Roll call, Aye: Vogt, Martin, Fess, Wilson, and Terry. Nay, None: Motion carried unanimously.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 13-13 be adopted. Roll call, Aye: Terry, Martin, Fess and Wilson. Nay: Vogt. Motion carried 4-0 vote. Mayor Fess then declared Ordinance No. 13-13 adopted.

RES. NO. R- 112-13

A Resolution authorizing a purchase order to North American Salt Co. for the purchase of road salt for the Street Department

Finance Director Cynthia Holtzapple stated the City of Piqua belongs to the Southwest Ohio Purchasers for Government (SWOP4G) which bids out road salt purchases on behalf of approximately 95 entities each year. The city of Piqua has successfully participated in this joint bidding for many years now, and found great value in the quantity discounts the vendors offer the area communities.

We have budgeted \$157,625.00 for 2013 and based on the purchase of 2000 tons the cost would be about \$105,600.00. Last year was a mild winter and we only spent \$75,500 on salt, stated Ms. Holtzapple.

Public Comment

No one came forward to speak for or against Resolution No. R-112-13.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-112-13 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-112-13 adopted.

RES. NO. R-113-13

A Resolution awarding a contract to L.J. DeWeese Co., for the Fountain Park Bridge Rehab project.

Bob Graeser, Project Manager stated on August 8, 2013 the City received three bids for the Fountain Park Bridge Rehab Project. The project will consist of raising the existing Fountain Park pedestrian bridge superstructure to make the bridge handicap accessible, and will include the construction of a new access ramp on the west side of the canal, and will also include the repainting of the entire bridge after the bridge construction is completed. The City received a \$65,000 grant from the Lundgard Foundation with an estimated completion date of November 15, 2013, stated Mr. Graeser. The bridge will be raised 32 inches to allow for the weed harvester to travel underneath it to clean the area. It was noted that the bridge will be painted red same as the other park bridges to be consistent.

Public Comment

No one came forward to speak for or against Resolution No. R-113-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-113-13 be adopted. Roll call, Aye: Vogt, Terry, Martin, Wilson, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-113-13 adopted.

RES. NO. R-114-13

A Resolution amending the agreement with the Ohio Department of Transportation for the US 36 Beautification Project.

Amy Havenar, City Engineer stated in July, 2013 the City Commission passed Resolution No. R-108-13 to enter into an agreement with the Ohio Department of Transportation (ODOT) for the US Rt. 36 Beautification Project. The agreement was for an amount not to exceed \$352,500. But since that time, the project bids came in and were higher than ODOT's estimate. Based upon the bid amounts the City will need to add an additional \$166,000 into the escrow account. This will still cover the additional 10% contingency included in the first escrow agreement that allows for changes as construction evolves. Bob Graeser, Project Manager provided an overview with slides showing the location of the changes, and providing a visual aid on the changes that are being proposed. Over a 138 trees will be planted between the railroad overpass and Looney Road, with crosswalks and curb enhancements, along with new street lights, stated Ms. Havenar.

There was discussion of the changes, and how the trees will enhance the area. Just removing the interstate fencing along the Rt 36 corridor has made quite an impact on the area so far, stated City Manager Huff. Mayor Fess stated she received five emails from citizens encouraging the City Commission to adopt this resolution to improve the ascetics.

Ms. Havenar explained the asphalt island east of I-75 will be replaced with a curbed island with plantings, and there are plans for redoing the island west of I-75 right now it is just a grass island, but will be putting curbs and drainage features in to help.

These enhancements will help pedestrians crossing Rt 36 between the Miami Valley Center Mall area and the businesses located on the other side of Rt 36.

Public Comment

Cindy Pearson, Wood Street, came forward to encourage the Commission to adopt the Beautification Plan, stating this is another plus for the City of Piqua in becoming a user friendly city. These are the type of improvements that will help the City of Piqua attract new business and encourage citizens to use the bike path for walking and biking around the city.

Dan French, Sunset Drive, came forward and also encouraged the Commission to adopt the Beautification Plan to improve the entrances to the City, and will help lead to future business and access to the other city amenities.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No R-114-13 be adopted. Roll call, Aye: Vogt, Terry, Martin, Wilson, and Fess. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-114-13 adopted.

PUBLIC COMMENT

Jim Hemmert, Boone Street came forward and provided information regarding the Miami Valley Regional Trail Survey and Count Project that was recently conducted on the Bike Path to gather information regarding the use of the bike trail for the Miami Valley Regional Planning Commission. This is conducted every three years, and information is gathered at two locations on the bike trail. Lock Nine and French Park were the locations for the count which began at 6:30 A.M and ran through 9:00 P.M. on Sunday August 11, and again on Wednesday August 14, 2013. Mr. Hemmert provided information on the number of walkers/joggers, bike riders, and dogs, who used the bike path between those hours.

Mayor Fess stated the City appreciates all of Mr. Hemmert's dedication to the City of Piqua projects.

Brad Boehringer, Mound Street came forward stating he is a Volunteer Park Ranger and has been seeing a lot of trash and debris out on the Bike Path as he is out patrolling. Mr. Boehringer reminded citizens to please put their trash in the proper containers, and to pick up any trash they see when out on the Bike Path or in the City Parks.

City Manager's Report

City Manager Huff stated the major paving and stripping of the city streets is complete except for Wood Street, which will be completed on Thursday August 22, 2013..

City Manager Huff announced the new Emergency Preparedness Page is available on the City Website under the Fire Department section. This will provide information regarding any weather related issues.

City Manager Huff also announced the new Pickleball Courts are almost finished, and are in the final stages of completion, as they hope to open soon.

City Manager Huff stated Phase I of the Demolition of the Power Plant, which is all of the things on the back side of the plant should begin soon.

City Manager Huff announced that the Miami Valley Centre Mall Car Show was a huge success reporting over 400 cars, and over 12,000 people in attendance. It was also noted that Economic Development Director / Assistant City Manager Bill Murphy was a great emcee this year !!!

City Manager Huff stated in regards to the questions raised regarding open burning in the City he asked Fire Chief Rindler to come forward and provide information on open burning in the City of Piqua.

Fire Chief Rindler came forward and provided a brief overview of the rules and regulations on recreational fires/open burning within the city limits. Chief Rindler explained what a recreational fire is; further stating information is available on the City website and at the Fire Department if anyone is interested. Mayor Fess stated she had a telephone call concerning an individual burning grass in the street. Chief Rindler stated if someone sees a fire that they are concerned about they should call 911 for someone to come out and check it out.

Commissioners Comment

Commissioner Wilson stated Music Warehouse held recently at Fountain Park was a huge success and the highlight of the summer. Commissioner Wilson thanked Tom Westfall and all of the children who participated for providing such a wonderful program for the citizen of Piqua.

Commissioner Terry thanked Chief Rindler for providing the information on the recreational fires/open burning issue.

Commissioner Terry also congratulated the Music Warehouse on another successful musical.

Commissioner Martin reminded citizens that school is back in session and be careful when driving through the school zones and neighborhoods.

Commissioner Vogt stated he wanted to thank all of his neighbors on Young Street and Linden Avenue for taking such pride in their properties and improving the neighborhood appearance.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 8:25 P.M. Voice vote, Aye: Terry, Martin, Fess, Wilson, and Vogt. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-115-13

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF KEVIN GROGEAN
AS A CITY EMPLOYEE**

WHEREAS, Kevin Grogean has retired as Underground Maintenance Worker with the Underground Utilities Department; and

WHEREAS, his retirement follows over 26 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Kevin Grogean as Underground Maintenance Worker with the Underground Utilities Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-116-13

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF WIL BENSON
AS A CITY EMPLOYEE**

WHEREAS, Wil Benson has retired as Police Officer with the Police Department;
and

WHEREAS, his retirement follows over 19 years of faithful and dedicated service
to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Wil Benson
as Police Officer with the Police Department, this Commission tenders its unanimous and
respectful tribute by this Resolution, which shall be a matter of public and permanent
record.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 10-13

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS
TO PAY FOR THE COST OF NUISANCE ABATEMENT
ASSESSMENT**

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

SEC. 1: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the offices of the Clerk of this Commission, the Director of Health, and the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation.

SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in two equal semiannual installments. All cash payments of assessments and installments shall be made to the Director of Health. All assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

SEC. 3: This Ordinance is required to be effective immediately in order to submit assessment to the County Auditor's office by September 9, 2013; wherefore; this ordinance shall be in full force and effect immediately upon it's passage.

1st Reading 8-6-2013
2nd Reading 8-20-2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 6, 2013		
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance to Levy Special Assessments to Pay for the Cost of Nuisance Abatement Assessment		
SUBMITTED BY	Name & Title: Amy Welker, Director of Health & Sanitation		
	Department: Health		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	The city abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. The cost of the abatement is charged back to the property owner. If the property owner fails to pay the abatement cost then the costs are certified to the county auditor to be placed on the property taxes. The auditor accepts these assessments once per year. This year the assessments are due to the auditor by September 9, 2013.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:	Reimbursement of \$35,597.44	
	Narrative:	This ordinance will allow for the collection of \$35,597.44 which includes the cost to the city to hire contractors to complete the abatements and also administrative costs.	
OPTIONS (Include Deny /Approval Option)	1.	Pass the ordinance to assess the abatement costs.	
	2.	Do not pass the ordinance.	
	3.	Provide further direction to staff.	
	4.		
PROJECT TIMELINE	First reading at the 8-6-13 meeting. Second reading at the 8-20-13 meeting. Third reading at the 9-3-13 meeting.. Assessments sent to county auditor 9-9-13 (if passed)		
STAFF RECOMMENDATION	Pass the ordinance to assess the abatement costs.		
ATTACHMENTS	Exhibit A		

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Jackson Rental Prop	081-13	614 Beal Avenue	N44-029510	Grass	PAID		
Kindell Mary	937	610 BOONE STREET	N44-011110	Grass	\$ 87.50	\$ 43.75	\$ 43.75
Sue Wheaton	038-13	726 BOONE STREET	N44-018120	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Sue Wheaton	088-13	726 BOONE STREET	N44-018120	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Sue Wheaton	121-13	726 BOONE STREET	N44-018120	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Joyce Jones	107-13	210 Brentwood Avenue	N44-061020	Grass	\$ 135.00	\$ 67.50	\$ 67.50
Michael Barhorst	023-13	523 BRICE AVENUE	N44-029600	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Michael Barhorst	079-13	523 BRICE AVENUE	N44-029600	Grass	\$ 600.00	\$ 300.00	\$ 300.00
Swarts Tara	657	166 BROADWAY	N44-048970	Grass	\$ 135.00	\$ 67.50	\$ 67.50
James Botts	051-13	319 BROADWAY	N44-008590	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Hemm Kenneth J	935	513 BROADWAY	N44-008730	Grass	\$ 80.00	\$ 40.00	\$ 40.00
Hope Chapel	044-13	624 BROADWAY	N44-005663	Grass	\$ 620.00	\$ 310.00	\$ 310.00
Hope Chapel	008-13	624 BROADWAY	N44-005663	Grass	\$ 560.00	\$ 280.00	\$ 280.00
Hope Chapel	740	624 BROADWAY	N44-250450	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Hope Chapel	922	624 BROADWAY	N44-250450	Grass	\$ 552.50	\$ 276.25	\$ 276.25
Winsler Robert J	825	819 BROADWAY	N44-005440	Grass	\$ 157.50	\$ 78.75	\$ 78.75
Basye Robert L	767	823 BROADWAY	N44-005420	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Robert Basye	045-13	823 BROADWAY	N44-005420	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Robert L Basye	009-13	823 BROADWAY	N44-005420	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Robert L Basye	090-13	823 BROADWAY	N44-005420	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Jeffrey S Young	006-13	1011 BROADWAY	N44-005930	Grass	PAID		
Beair Delores	1041	1230 BROADWAY	N44-033720	Trash	\$ 110.00	\$ 55.00	\$ 55.00
Delores Beair	035-13	1230 BROADWAY	N44-033720	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Catherine MacKellar	089-13	1505 BROADWAY	N44-097900	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Kenneth F & Cathryn A Stambaugh	007-13	1606 BROADWAY	N44-049020	Grass	\$ 85.00	\$ 42.50	\$ 42.50
Kenneth Stambaugh	070-13	1606 BROADWAY	N44-049020	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Bayman Anthony M	1023	1408 Brook St	N44-039000	Trash	\$ 65.00	\$ 32.50	\$ 32.50
Cordle James E	698	906 Camp St	N44-052090	Grass	\$ 174.76	\$ 87.38	\$ 87.38
Keoka Barnes Anthony	011-13	815 CLARK AVENUE	N44-040630	Grass	\$ 135.00	\$ 67.50	\$ 67.50
Keoka Barnes Anthony	096-13	815 CLARK AVENUE	N44-040630	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Debra Ritchie	110-13	1013 CLARK AVENUE	N44-036150	Grass	\$ 175.00	\$ 87.50	\$ 87.50

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Charles Dodd	808	318 CLEVELAND STREET	N44-043180	Grass	\$ 657.50	\$ 328.75	\$ 328.75
Charles Dodd	020-13	318 CLEVELAND STREET	N44-043180	Grass	\$ 160.00	\$ 80.00	\$ 80.00
Charles Dodd	058-13	318 CLEVELAND STREET	N44-043180	Grass	\$ 580.00	\$ 290.00	\$ 290.00
Charles Dodd	115-13	318 CLEVELAND STREET	N44-043180	Grass	\$ 540.00	\$ 270.00	\$ 270.00
OH SEVEN LLC	057-13	410 CLEVELAND STREET	N44-043220	Grass	\$ 180.00	\$ 90.00	\$ 90.00
OH Seven LLC	019-13	410 CLEVELAND STREET	N44-043220	Grass	\$ 75.00	\$ 37.50	\$ 37.50
OH Seven LLC	108-13	410 CLEVELAND STREET	N44-043220	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Charlotte Petty	050-13	624 COTTAGE AVENUE	N44-028970	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Carnes Investments IV LLC	078-13	702 COTTAGE AVENUE	N44-029070	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Carnes Mark	904	1011 Covington Ave	N44-029980	Grass	\$ 141.26	\$ 70.63	\$ 70.63
Mary Dipadova	042-13	1230 COVINGTON AVE	N44-078640	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Jennifer Rue	036-13	1417 GOVINGTON AVE	N44-073426	Grass	PAID		
Federal Home Loan Mortgage	770	211 E Greene St	N44-000290	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Clement Joyce A	759	415 E Greene St	N44-009710	Grass	\$ 168.00	\$ 84.00	\$ 84.00
Rose Tracey	094-13	309 E. Greene St.	N44-016730	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Cindy Bennett Locker	103-13	434 E. Greene St.	N44-051150	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Buckeye Properties	118-13	203-205 E. North St.	N44-002790	Grass	\$ 65.00	\$ 32.50	\$ 32.50
Sandra Gerling Polselli Trustee	031-13	ECHO LAKE DRIVE	N44-055880	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Williams Fred	722	1411 Edge St	N44-035480	Grass	\$ 58.10	\$ 29.05	\$ 29.05
Fred C Williams	001-13	1411 EDGE STREET	N44-035480	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Atkins Mary C	642	Ellerman	N44-031320	Grass	\$ 523.10	\$ 261.55	\$ 261.55
Mary Atkins	053-13	ELLERMAN STREET	N44-031320	Grass	\$ 75.00	\$ 37.50	\$ 37.50
McLain David	892	Fairfax Ave	N44-072657	Grass	PAID		
Courtland G Egerton	047-13	910 FALMOUTH AVENUE	N44-070690	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Amy J Laughman	037-13	911 FALMOUTH AVENUE	N44-070820	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Timothy Good	018-13	204 FOURTH STREET	N44-043760	Grass	\$ 105.00	\$ 52.50	\$ 52.50
Timothy Good	072-13	204 FOURTH STREET	N44-043760	Grass	\$ 160.00	\$ 80.00	\$ 80.00
Timothy Good	117-13	204 FOURTH STREET	N44-043760	Grass	\$ 270.00	\$ 135.00	\$ 135.00
Wackler Jason D	749	205 FOURTH STREET	N44-043900	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Jared Huelskamp	026-13	323 GARNSEY STREET	N44-028210	Maintenance	PAID		
PNC Bank	085-13	411 GLENWOOD AVENUE	N44-061540	Grass	\$ 65.00	\$ 32.50	\$ 32.50

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Raymond Brewer	021-13	415 GLENWOOD AVENUE	N44-061560	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Raymond Brewer	080-13	415 GLENWOOD AVENUE	N44-061560	Grass	\$ 195.00	\$ 97.50	\$ 97.50
Douglas Liette	082-13	423 GLENWOOD AVENUE	N44-061600	Grass	\$ 65.00	\$ 32.50	\$ 32.50
Angela Mayer	077-13	309 Gordon St	N44-014090	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Mayer Angela	790	309 Gordon St	N44-014090	Grass	\$ 154.00	\$ 77.00	\$ 77.00
Gary Ditmer	723	507 GRAY STREET	N44-035460	Grass	\$ 523.10	\$ 261.55	\$ 261.55
Gary Ditmer	918	507 GRAY STREET	N44-035460	Grass	\$ 543.76	\$ 271.88	\$ 271.88
Gary Ditmer	014-13	507 GRAY STREET	N44-035460	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Gary Ditmer	114-13	507 GRAY STREET	N44-035460	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Mary Elkin	060-13	511 HARNEY DRIVE	N44-063630	Grass	\$ 95.00	\$ 47.50	\$ 47.50
F O E Piqua Aerie #614 Inc	073-13	301 KIENLE DRIVE	N44-074755	Grass	\$ 155.00	\$ 77.50	\$ 77.50
Martin Forest M	727	706 Leonard St	N44-032030	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Martin Forest M	879	706 Leonard St	N44-032030	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Martin Forest M	098-13	706 Leonard St	N44-032030	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Forest Martin	048-13	706 LEONARD STREET	N44-032030	Grass	\$ 530.00	\$ 265.00	\$ 265.00
Forest Martin	002-13	706 LEONARD STREET	N44-032030	Grass	\$ 530.00	\$ 265.00	\$ 265.00
Donna Mishnick	052-13	712 LEONARD STREET	N44-032000	Grass	\$ 82.00	\$ 41.00	\$ 41.00
Grilliot Daniel J	1025	510 Lincoln St	N44-022610	Trash	\$ 60.00	\$ 30.00	\$ 30.00
Burns Robert	775	919 Madison Ave	N44-025690	Grass	\$ 552.50	\$ 276.25	\$ 276.25
Monbeck Edward L	694	1308 Madison Ave	N44-027130	Trash	\$ 105.00	\$ 52.50	\$ 52.50
Robert C Burns	015-13	919 MADISON AVENUE	N44-025690	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Ralph Blue	030-13	228 MANNING STREET	N44 035740	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Ralph E Blue	075-13	228 MANNING STREET	N44-035740	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Ralph E Blue	101-13	228 MANNING STREET	N44-035740	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Terrace Creek Apartments LLC	069-13	90 MARYVILLE LANE	N44-093760	Grass	PAID		
Mary Lou Kindell	043-13	427 MCKINLEY AVENUE	N44-033620	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Mary Lou Kindell	099-13	427 MCKINLEY AVENUE	N44-033620	Grass	\$ 550.00	\$ 275.00	\$ 275.00
Kindell Mary	925	427 MCKINLEY AVENUE	N44-033620	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Huber Kenneth E	654	500 MCKINLEY AVENUE	N44-035320	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Kenneth E Huber	066-13	500 MCKINLEY AVENUE	N44-035320	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Kenneth Huber, Jr.	005-13	500 MCKINLEY AVENUE	N44-035320	Grass	\$ 160.00	\$ 80.00	\$ 80.00

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Kenneth Huber, Jr.	105-13	500 MCKINLEY AVENUE	N44-035320	Grass	\$ 550.00	\$ 275.00	\$ 275.00
Roger Sullivan	033-13	521 MCKINLEY AVENUE	N44-033550	Grass	\$ 135.00	\$ 67.50	\$ 67.50
Jane Cotrell	084-13	534 MCKINLEY AVENUE	N44-035530	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Crowell Delmar L	771	707 MCKINLEY AVENUE	N44-038450	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Hicks Jackoline	645	625 MIAMI STREET	N44-031090	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Lee County Investment Group LL	027-13	625 MIAMI STREET	N44-031090	Grass	\$ 210.00	\$ 105.00	\$ 105.00
Lee County Investment Group LL	091-13	625 MIAMI STREET	N44-031090	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Brumbaugh Barbara L	909	N Co Rd 25A	N44-078446	Grass	\$ 260.00	\$ 130.00	\$ 130.00
Henrice Edelyne	679	650 N Downing St	N44-004180	Grass	\$ 122.50	\$ 61.25	\$ 61.25
Fifth Third Mortgage	028-13	200 Race Street	N44-017000	Grass	\$ 55.00	\$ 27.50	\$ 27.50
Fifth Third Mortgage	102-13	200 Race Street	N44-017000	Grass	\$ 55.00	\$ 27.50	\$ 27.50
Olds John S	828	1208 Recker Rd	N44-072868	Grass	\$ 176.25	\$ 88.13	\$ 88.13
Michael Boggs	025-13	208 RENCHE STREET	N44-072978	Grass	\$ 220.00	\$ 110.00	\$ 110.00
Michael Boggs	097-13	208 RENCHE STREET	N44-072978	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Ronald Anthony	093-13	117 Riverside Dr	N44-003530	Grass	\$ 374.00	\$ 187.00	\$ 187.00
Curtner Alan K	754	510 Riverside Dr	N44-018480	Grass	\$ 87.50	\$ 43.75	\$ 43.75
Douglas Harshbarger	059-13	524 RIVERSIDE DRIVE	N44-039520	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Douglas Harshbarger	111-13	524 RIVERSIDE DRIVE	N44-039520	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Flaugher Sharon E	796	529 S Downing St	N44-007490	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Lois & George Emerson	056-13	701 S DOWNING STREET	N44-013060	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Lois & George Emerson	012-13	701 S DOWNING STREET	N44-013060	Grass	\$ 160.00	\$ 80.00	\$ 80.00
Lois & George Emerson	104-13	701 S DOWNING STREET	N44-013060	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Hattie M Helton	010-13	428 S MAIN	N44-004740	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Helton Hattie M	680	428 S Main St	N44-004740	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Helton Hattie M	850	428 S Main St	N44-004740	Grass	\$ 210.25	\$ 105.13	\$ 105.13
Smith Ashton	748	535 S Main St	N44-016450	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Ashton P Smith	071-13	535 S MAIN STREET	N44-016450	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Carnes Mark	782	303 S Roosevelt Ave	N44-013200	Grass	\$ 70.00	\$ 35.00	\$ 35.00
Penrod Four Seasons LLC	067-13	1214 S Roosevelt Ave	N44-071180	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Federal National Mortgage	003-13	1000 S ROOSEVELT AVENUE	N44-041420	Grass	\$ 140.00	\$ 70.00	\$ 70.00
Little Tommy G	810	1210 S Roosevelt St	N44-071160	Grass	\$ 535.00	\$ 267.50	\$ 267.50

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Woods-Edge-Development	049-13	637 S-WAYNE STREET	N44-012720	Grass	PAID		
Frank Pulfer	086-13	207 S. Wayne Street	N44-003950	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Rosalia Kruse	109-13	318 S. Wayne Street	N44-004370	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Angela K Young	013-13	342 SOUTH	N44-020000	Grass	\$ 160.00	\$ 80.00	\$ 80.00
Angela Young	054-13	342 SOUTH	N44-020000	Grass	\$ 560.00	\$ 280.00	\$ 280.00
Angela Young	092-13	342 SOUTH	N44-020000	Grass	\$ 560.00	\$ 280.00	\$ 280.00
Carnes Investments IV LLC	065-13	813 SOUTH	N44-028740	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Frederick & Linda Galbreath	017-13	817 SOUTH	N44-028750	Grass	\$ 105.00	\$ 52.50	\$ 52.50
Fredrick R Galbreath	064-13	817 SOUTH	N44-028750	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Frederick L Hall	004-13	1312 SOUTH	N44-033500	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Frederick L Hall	063-13	1312 SOUTH	N44-033500	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Frederick L Hall	113-13	1312 SOUTH	N44-033500	Grass	\$ 540.00	\$ 270.00	\$ 270.00
Young Angela K	669	342 South St	N44-020000	Grass	\$ 152.50	\$ 76.25	\$ 76.25
Hall Fred	853	1312 South St	N44-033500	Grass	\$ 636.50	\$ 318.25	\$ 318.25
Dale R Tiderington	034-13	815 VINE STREET	N44-027230	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Payne Nicole R	724	317 Virginia St	N44-019157	Grass	\$ 70.00	\$ 35.00	\$ 35.00
Payne Nicole R	095-13	317 Virginia St	N44-019157	Grass	\$ 137.00	\$ 68.50	\$ 68.50
Nicole Payne	024-13	317 VIRGINIA STREET	N44-019157	Grass	\$ 65.00	\$ 32.50	\$ 32.50
Bradley Ulbrich	119-13	521-523 W. HIGH STREET	N44-019450	Grass	PAID		
Tipp City Properties LLC	039-13	1715 W HIGH STREET	N44-100300	Grass	\$ 335.00	\$ 167.50	\$ 167.50
Gober Nathan R	839	529 W Water St	N44-008735	Grass	\$ 535.00	\$ 267.50	\$ 267.50
Bank of America NA	116-13	715 W Water St.	N44-020370	Grass	\$ 265.00	\$ 132.50	\$ 132.50
Free Alex L	805	1126 W Water St	N44-021170	Grass	\$ 61.26	\$ 30.63	\$ 30.63
Bank of America NA	046-13	715 W WATER STREET	N44-020370	Grass	\$ 75.00	\$ 37.50	\$ 37.50
Gertrude R Flynn	029-13	510 WALKER STREET	N44-022460	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Gertrude R Flynn	112-13	510 WALKER STREET	N44-022460	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Liette Realty	498	1521 Washington Ave	N44-027810	Trash	\$ 60.00	\$ 30.00	\$ 30.00
Shirley Stonerock	100-13	715 Willard St	N44-031910	Grass	\$ 155.00	\$ 77.50	\$ 77.50
Dawn Mahrt	068-13	1712 WILLIAMS PLACE	N44-071975	Grass	\$ 275.00	\$ 137.50	\$ 137.50
Dawn Mahrt	083-13	1712 WILLIAMS PLACE	N44-071975	Grass	\$ 68.00	\$ 34.00	\$ 34.00
Sharon Ferree	061-13	809 WILSON AVENUE	N44-038680	Grass	\$ 65.00	\$ 32.50	\$ 32.50

2013 NUISANCE ABATEMENT ASSESSMENTS
 UPDATED EXHIBIT "A"

SEPTEMBER 3, 2013

Owner	Invoice #	Location	Parcel ID	Type	Total Amount	Due Dec 2013	Due June 2014
Montgomery Ramona J	656	419 Y St	N44-098560	Grass	\$ 528.00	\$ 264.00	\$ 264.00
Montgomery Ramona J	866	419 Y St	N44-098560	Grass	\$ 552.50	\$ 276.25	\$ 276.25
Edward McCrossin & Ramona Mc	022-13	419 Y STREET	N44-098560	Grass	\$ 180.00	\$ 90.00	\$ 90.00
Edward McCrossin & Ramona Mc	076-13	419 Y STREET	N44-098560	Grass	\$ 530.00	\$ 265.00	\$ 265.00
Edward McCrossin & Ramona Mc	120-13	419 Y STREET	N44-098560	Grass	\$ 600.00	\$ 300.00	\$ 300.00
Carnes Investments IV LLC	032-13	338 Young	N44-013380	Trash	\$ 185.00	\$ 92.50	\$ 92.50
Carnes Investments IV LLC	087-13	338 Young	N44-013380	Grass	\$ 95.00	\$ 47.50	\$ 47.50
Jason Wackler	055-13	431 Young	N44-045680	Grass	\$ 115.00	\$ 57.50	\$ 57.50
Bertie Coffee	016-13	434 Young	N44-022420	Grass	\$ 155.00	\$ 77.50	\$ 77.50
Wackler Jason D	663	429 Young St	N44-045680	Grass	\$ 523.10	\$ 261.55	\$ 261.55
Wackler Jason D	106-13	431 Young St	N44-045680	Grass	\$ 85.00	\$ 42.50	\$ 42.50
Bertie Coffee	074-13	434 YOUNG STREET	N44-022420	Grass	\$ 95.00	\$ 47.50	\$ 47.50

TOTAL \$ 38,564.94 \$ 19,282.47 \$ 19,282.47

ORDINANCE NO. 11-13

**AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS
TO PAY THE COST OF DEMOLITION ASSESSMENTS
PER TERMS OF MOVING OHIO FORWARD GRANT
AGREEMENT**

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

SEC. 1: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as defined under the Moving Ohio Forward Program, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the office of the Clerk of this Commission and in the office of the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation.

SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in one annual installment. All cash payments of assessments and installments shall be made to the Director of Finance. All assessments and installments thereof remained unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

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

1st Reading 8-6-2013

2nd Reading 8-20-2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	August 6, 2013		
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance to Levy Special Assessment to Pay the Cost of Demolition Assessments Per Terms of the Moving Ohio Forward Grant Agreement (Ordinance #11-13)		
SUBMITTED BY	Name & Title: William Lutz Development Program Manager		
	Department: Community Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In 2012 The City of Piqua entered into a grant agreement (Moving Ohio Forward) with the Miami County Board of Commissioners for the demolition of residential structures. The terms of this grant were that the City would demolish up to ten houses and assess ½ of the demolition costs to the property owner.</p> <p>To date, under the program, six properties have been demolished, two are under contract to be completed by August 30 and two more are currently being studies for asbestos contamination.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	No budget	
	Expenditure \$:	No expenditure	
	Source of Funds:	Moving Ohio Forward Grant	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt the ordinance which will put one half of the demolition costs on the tax duplicate in accordance with the agreement with the Board of County Commissioners.	
	2.	Deny the ordinance and provide further guidance.	
	3.		
	4.		
PROJECT TIMELINE	Must be completed by December 31, 2013		
STAFF RECOMMENDATION	Staff would recommend that the ordinance be adopted by the City Commission.		
ATTACHMENTS			

Moving Ohio Forward Assessemnts Appendix A Ordinance 11-13

Name	Location	Lot No	Parcel No	Type	Amount	Due Dec-13
Nathan Gober	529 W. Water	435	N44-008735	Demolition	11,487.72	11,487.72
Fred Williams	1411 Edge St	2804-50	N44-035480	Demolition	4,258.22	4,258.22
Gary Ditmer	507 Gray St	2802-50	N44-035460	Demolition	2,902.72	2,902.72
Patricia Young	622 First St	4747 S End	N44-054230	Demolition	3,712.72	3,712.72
Ann Wead	114 Cassell St	1459-50	N44-022330	Demolition	4,867.22	4,867.22
Delmar Crowell	707 McKinley	3103-45	N44-038450	Demolition	5,289.72	5,289.72
Total					<u>32,518.32</u>	<u>32,518.32</u>

RESOLUTION NO. R-117-13

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC., FOR PROFESSIONAL ENGINEERING SERVICES AS RELATED TO THE MIAMI RIVER INTERCEPTOR SIPHON LINE IMPROVEMENTS

WHEREAS, In April 2013, the City of Piqua received the Sanitary Sewer System Master Plan Final Report prepared by CDM Smith; and

WHEREAS, Section 8 of the Master Plan details a recommended Capital Improvement Plan that includes augmentation of Miami River Siphon Line; and

WHEREAS, On January 30, 2013 the City of Piqua issued a Request For Qualifications for professional engineering services related to the design of this improvement; and

WHEREAS, On February 27, 2013, responses to the City's request were received; and

WHEREAS, upon careful review of the responses, it has been determined that ARCADIS U.S., Inc., has the desired experience and qualifications to perform the professional engineering services related to the design of this improvement.

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 ARCADIS U.S., Inc., to perform Professional Engineering Services for the design of the Miami River Siphon Improvements;

SEC. 2: The cost involved is not to exceed \$166,000 and will be funded by Wastewater Plant Budget in 2013 and 2014, \$90,000 and \$76,000 respectively.

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 \$166,000;

SEC. 4: In accordance with section 34.19 of the Piqua Municipal Code, this professional service does not need to be bid.

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	September 3, 2013			
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting authorization to enter into an agreement with ARCADIS U.S., Inc. for professional engineering services as related to the Miami River Interceptor Siphon Line Improvements.			
SUBMITTED BY	Name & Title: Todd Brandenburg, Superintendent			
	Department: Underground Utilities			
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 (Includes description, background, and justification)	<p>As a critical element of the Sanitary Sewer System Master Plan (April 2013) performed by CDM Smith, it has been recommended and is agreed upon by the Underground Utilities Department, that the Great Miami River Siphon Line be augmented by an additional 16” siphon line as stated in Section 8.1 Capital Improvement Plan – Phase 1.</p> <p>This necessary improvement is vital to the City’s efforts in eliminating the current Sanitary Sewer Overflow (SSO) located on the west side of the Great Miami River. Through flow monitoring and system modeling, it has been determined that the City’s existing siphon capacity is creating a “hydraulic bottleneck” during wet weather events. This improvement will allow for greater flow rates to be conveyed to the Wastewater Treatment Plant for equalization and treatment, thus reducing the risk of surcharging into the collection system and subsequently creating an SSO event.</p> <p>On January 30, 2013, the City of Piqua Underground Utilities Department issued a Request For Qualifications (RFQ) to retain professional engineering services for the City’s Miami River Interceptor Siphon Line Improvements and received the RFQs on February 27, 2013. The Underground Utilities Department received 8 responses from various consulting firms with offices in Southwest Ohio.</p> <p>Careful review of all 8 responses by City Staff concluded in a decision to pursue negotiations with ARCADIS U.S., Inc., largely based upon the firms’ experience with similar successful projects along with their environmental compliance and permitting qualifications. City Staff and representatives from ARCADIS U.S., Inc., have met on several occasions since and developed a proper scope, contract and fee schedule based upon the City’s desired outcomes for this project. This contract has been reviewed and approved by the Law Director.</p>			

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$90,000 in 2013 – Remaining \$76,000 in 2014
	Expenditure \$:	\$166,000
	Source of Funds:	Local (Wastewater Dept. 404 Fund)
	Narrative	The design of this project is scheduled to take place during the remainder of 2013 with expenditures not to exceed \$90,000 while the remaining \$76,000 will be expended in 2014 and will take the project through the bidding process as stated in Exhibit “A”. This project budget does include a 10% contingency.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ARCADIS U.S., Inc., to provide professional engineering services.
	2.	Deny the resolution and continue to operate the Miami River Siphon under existing conditions that risk SSO occurrences and raise concerns with the Ohio EPA.
PROJECT TIMELINE	The design portion of this project will commence immediately with bidding and construction planned to occur during the second quarter of 2014.	
STAFF RECOMMENDATION	Approval of the Resolution to enter into an agreement with ARCADIS U.S., Inc., to provide professional engineering services as related to the Miami River Siphon Improvements.	
ATTACHMENTS	Exhibit “A” - ARCADIS U.S., Inc., Design Services Agreement	

This is an **Agreement** effective as of _____, 2013 [**Effective Date**] between The City of Piqua, Ohio [**Client**], a municipal corporation chartered under the laws of the State of Ohio, having its principal place of business at 201 West Water Street, Piqua, Ohio 45356, and ARCADIS U.S., Inc., [**ARCADIS**] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 4665 Cornell Road, Suite 350, Cincinnati, Ohio 45241.

The Client intends to design and construct the Great Miami River Interceptor Siphon Improvements [**Project**].

Client engages ARCADIS to provide professional engineering services related to the design and construction administration in support of its Project [**Services**].

The location of the Project is at the existing Great Miami River Siphon located immediately north of the City's Wastewater Treatment Plant – 121 Bridge Street, Piqua [**Site**], Ohio [**State**].

ARCADIS's Services for the Project are described generally as follows:

Design phase services for the Great Miami River Interceptor Siphon Improvements. See attached Schedule A for Basic Engineering Services and Related Matters.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 **Scope.** ARCADIS shall provide the **Basic Services** described in Schedule A. ARCADIS's obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** ARCADIS shall perform the professional engineering Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the services are provided [**Standard of Care**]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [**Service Instruments**] and other services provided under this Agreement.
- 1.4 **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5 **Indemnification.** ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.6 **Contract Documents.** The Service Instruments shall incorporate ARCADIS's standard construction documents [**Contract Documents**]. In any event, ARCADIS shall be an additional insured on all liability and property damage insurance policies which the construction contractor(s) for the Project [**Contractor**] shall be required to provide. All contracts between Client and Contractor for the Project shall require the Contractor to indemnify and hold Client and ARCADIS harmless from any and all legal actions and liabilities arising out of the construction of the Project including, but not limited to, injury to or death of any person or injury or destruction of tangible property, not caused by the sole negligence of the party to be indemnified.
- 1.7 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.
- 1.8 **Hazardous Wastes.** Client represents that the Project does not contemplate the performance of services, professional or otherwise, related to hazardous or toxic wastes, material, or substances and other pollutants. ARCADIS shall not be responsible for and, to the fullest extent permitted by law, shall be held harmless from all costs and other liabilities arising from the presence in or about the

Project of hazardous or toxic wastes, material or substances and other pollutants, whether or not designated as such by law or regulation.

1.9 Construction Phase Services. ARCADIS shall provide construction phase Services in accordance with Schedule A and act as Client's representative at the Site in accordance with the General Conditions of the Contract Documents as modified by Schedule D.

1.9.1 In the event the construction phase services are provided by another party, ARCADIS shall not be responsible for all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing or sample approval or modifications of such documentation issued or carried out by Client or others or construction observation carried out by others. Nothing contained in this paragraph shall be construed to release ARCADIS or ARCADIS's consultants from liability for failure to perform in accordance with professional standards any duty or responsibility which ARCADIS has undertaken or assumed under this Agreement.

2 ADDITIONAL SERVICES

2.1 Scope. ARCADIS will provide the **Additional Services** described in Schedule B when authorized in writing by Client.

3 CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Project.
- 3.2 Project Criteria.** Provide all criteria and information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. Furnish copies of all design and construction standards which Client will require to be included in the Service Instruments.
- 3.3 Data.** Provide all available information, including previous reports and any other data in the possession of Client relevant to design or construction of the Project. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.
- 3.4 Surveys.** Provide engineering surveys to define construction reference points to enable Contractor to lay out Project construction.
- 3.5 Access.** Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.6 Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time.
- 3.7 Permits.** Furnish approvals and permits from governmental authorities and other entities having jurisdiction over the Project and approvals from others as may be necessary for the timely completion of the Project.
- 3.8 Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Project including any documents submitted by ARCADIS. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.9 Site Representative.** If Client designates a person other than ARCADIS to represent Client at the Site, specify the duties, responsibilities and limitations of authority of such other person and the effect on ARCADIS's duties and responsibilities in a schedule attached to this Agreement.
- 3.10 Ancillary Costs.** If the Construction Cost includes the cost of the activities described in 3.7 through 3.10, provide an estimate of such costs to ARCADIS for Project cost estimating purposes.
- 3.11 Meetings.** Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and Final Payment inspections.
- 3.12 Project Developments.** Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services, or any defect or non-conformance in the work of any Contractor.

4 PERIODS OF SERVICE

- 4.1 Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services through completion of construction. The time of performance is the period reasonably expected to be required for the design, award of contracts, construction and initial operation of the Project, including any necessary Client or regulatory agency review and approval.
- 4.2 Delays.** If Schedule A specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance.** ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and ARCADIS will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the Services had been performed after both parties signed the Agreement.
- 4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of ARCADIS's Services will occur:
- 4.4.1 for a study, investigation or planning activity: upon delivery of the final report as specified in Schedule A or B, as appropriate;
 - 4.4.2 for a design activity: when the Bid Set of Contract Documents is delivered as specified in Schedule A;
 - 4.4.3 for a bidding or construction contract negotiation activity: upon issuance by Client of notice of award of the construction contract;
 - 4.4.4 for a construction activity: when written recommendation of final payment for the last prime construction contract of the Project is issued; and
 - 4.4.5 for a startup or operations activity: upon the earlier of successful completion of acceptance testing by the Contractor or beneficial occupancy by Client but, in any event, not later than one year after Substantial Completion.
- 4.5 Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

- 5.1 Basic Services.** Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [**Pricing Schedule**] for work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.
- 5.2 Remittance Information.** Bank of America ACH Bank routing (ABA) number: 071 000 039; or Wire Transfer routing (ABA) number: 026 009 593, Account number: 8188093937, Account name: ARCADIS US, Inc. Lockbox Account, SWIFT Code for international payments: BOFAUS3N. Send eMail notifications of payment to: Remit-Mailbox@arcadis-us.com. To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY) - ARCADIS US, Inc., 62638 Collections Center Drive, Chicago, IL 60693-0626.
- 5.3 Additional Services.** Client shall pay ARCADIS for Additional Services performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.4 Litigation Services.** If Client requires ARCADIS's services either as a witness in, or in support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services.
- 5.5 Delay or Termination.**
- 5.5.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.
 - 5.5.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.
- 5.6 Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.

6 OPINIONS OF CONSTRUCTION COST

- 6.1 Construction Cost.** The cost of constructing the Project [**Construction Cost**] means the total cost to Client of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties unless specified in Schedule A. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraphs 3.6 and 3.8 unless otherwise specified in Schedule A.
- 6.2 Opinions of Cost.** ARCADIS 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. ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

- 7.1 Changes.** By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.
- 7.2 Confidentiality.** ARCADIS will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. ARCADIS will not reveal Confidential Information to a third party unless:
- 7.2.1 Client consents in writing;
 - 7.2.2 the information is or becomes part of the public domain;
 - 7.2.3 ARCADIS lawfully possessed the information before receipt from Client;
 - 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
 - 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.3 Professional Service.** The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's Services for the Project and ARCADIS shall have the right to use or reuse and retain the copyright of such Service Instruments for its purposes, at its sole risk and without liability to Client. Client may retain copies in connection with the use or occupancy of the Project.
- 7.3.1 **Reuse.** ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.
 - 7.3.2 **CADD.** ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format [**CADD**] to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.
 - 7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the 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 document's creator.
- 7.4 Insurance.** ARCADIS will maintain **insurance** against the following risks during the term of the Agreement:
- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Project-related injuries or disease;
 - 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
 - 7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 Interpretation and Forum.** This Agreement shall be interpreted in accordance with the laws of the State. Any litigation shall be brought in Miami County, Ohio.

- 7.6 Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 Independent Contractor.** ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.
- 7.10 Applicable Law.** If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
 - 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
 - 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8 SECTION 8 -- SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

- 8.1 Special Provisions.** This Agreement is subject to the following special provisions:
- 8.1.1 (None)
- 8.2 Schedules.** The following **Schedules** are attached to and made a part of this Agreement:
- 8.2.1 **Schedule A** "Scope of Basic Engineering Services and Related Matters"
 - 8.2.2 **Schedule B** "Additional or Optional Engineering Services"
 - 8.2.3 **Schedule C** "Pricing Schedule"
 - 8.2.4 **Schedule D** "Construction Phase Services"
 - 8.2.5 **Exhibit C.1** "Cost Summary"

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

ARCADIS U.S., INC.

By _____

By _____

Title _____

Title _____

Where applicable to the jurisdiction:
Engineer License or Certificate No. _____

State of _____

Witness _____

Witness _____

Date Signed: _____

Date Signed: _____

Address for Giving Notices:

201 West Water Street
Piqua, Ohio 45356

Address for Giving Notices:

4665 Cornell Road, Suite 350
Cincinnati, Ohio 45241

Schedule A
Scope of Basic Engineering Services and Related Matters

- A.1 Preliminary Work Schedule: ARCADIS shall use reasonable efforts to complete its work by December 31, 2013.
- A.2 Subcontractors required for activities under this Schedule A are identified hereafter.
- A.3 The scope of Basic Services¹ are described hereafter.

The basic services to be performed by ARCADIS under this Agreement include environmental permitting, preparation of detailed design documents, and bidding assistance for the Great Miami River Interceptor Siphon Line Improvements. This project generally consists of approximately 400 linear feet 24-inch-diameter siphon pipe that crosses the Great Miami River with connections and modifications to existing siphon structures.

1. PROJECT PLANNING AND MANAGEMENT

- a. Develop a Project Plan.
- b. Develop a Project Schedule
- c. Conduct internal ARCADIS staff meetings.
- d. Monitor and control the project staffing, budget, and schedule.
- e. Conduct quality assurance and quality control reviews.

2. PROJECT COORDINATION AND MEETINGS

- a. Conduct a project kickoff meeting with the Client at the beginning of the project.
- b. Conduct three progress meetings with the Client for preliminary design, 30% design, and 90% design. ARCADIS will furnish meeting agendas and meeting minutes for each progress meeting. The purpose of the meetings will be to keep the Client informed throughout the project, seek input on applicable issues, and ensure that that input is incorporated into the project. Discussions will also focus on the selection of construction materials and providing more reliable and flexible operation and maintenance of the facilities.
- c. ARCADIS will coordinate project requirements among subconsultants, regulatory agencies and the City of Piqua.
 - 1) WPCLF Coordination – ARCADIS will coordinate with Ohio EPA to provide the necessary documents and approval required for WPCLF funding.
- d. Attend one City Council meeting for the reading of this contract.

3. PRELIMINARY ENGINEERING

- a. ARCADIS will review the SWMM modeled flows at the siphon to confirm the pipe size and level of service for proposed Miami River Interceptor Siphon.
- b. Structural investigation and inspection work will be performed to determine the condition of the East Side and West Side Siphon Chambers.
- c. Preliminary Design Memorandum - ARCADIS will prepare a Preliminary Design Memorandum that includes the results of the structural investigation, confirms the level of service being provided with the additional 24-inch-diameter pipe, identifies and evaluates methods for installing the pipe across the river, and recommends the most cost effective option for detailed design.

¹ Construction phase services under this Agreement shall be performed in accordance with Schedule D insofar as applicable and appropriate.

- d. ARCADIS will meet with the City of Piqua to discuss the detailed alternatives presented in the report and may evaluate any additional alternatives discussed in the meeting. ARCADIS will incorporate the recommendations from the report and meeting into the detailed design.

4. DETAIL DESIGN SERVICES

- a. ARCADIS will prepare drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") Drawings will be prepared to show the site plans, piping plan and profiles, and detailed connections and modifications to existing siphon chamber.
- b. Construction specifications will be prepared to supplement the detailed design drawings. The specifications will be in ARCADIS's Standard Construction Specifications Institute (CSI) Specification format.
- c. ARCADIS will prepare for review and approval by Client, ARCADIS Standard Front-End Documents including Contract Bond, Bid Guaranty and Contract Bond, Owner-Contractor Agreement forms, General Conditions, Bid Forms, Notice to Bidders, and Instructions to Bidders, and other related documents.
- d. ARCADIS will provide review submittals to the client at approximately the 30%, 60% and 90% design completion stages.
- e. Design Assumption – The design fee assumes the east and west side siphon chambers are structurally sound and do not require rehabilitation or replacement.
- f. Permit-to-Install - ARCADIS will prepare and submit an Ohio EPA Permit-to-Install (PTI) application for the project that includes drawings, specifications, design criteria, and other pertinent data as required to supplement the application. The City of Piqua will pay for the Permit-to-Install application and plan review fees.

5. COST ESTIMATING

- a. An opinion of probable construction costs will be developed at various stages of the project for the items under our scope of work. Unit costs will be based on manufacturer's quotes, cost estimating manuals, and recent ARCADIS construction cost estimating experience. These costs will include allowances for contractor overhead and profit including contingency. Additionally, the costs will be broken down by construction trade by specification division.
- b. It is anticipated that estimates will be made at the following milestones:
 - 1) Initial estimate at completion of 30% design.
 - 2) Update at completion of 60% design.
 - 3) Update at completion of 90% design.
 - 4) Finalize at the initial advertisement date.

6. BIDDING ASSISTANCE SERVICES

- a. ARCADIS will prepare and issue bidding documents to potential bidders and keep a record of their issuance. A maximum of 15 sets of "unpaid" bidding documents are included for distribution to, and/or use by, ARCADIS, the Client, Ohio EPA, other potential permitting agencies, and various construction industry plan holders. It is assumed that all other sets will be sold to potential bidders at a cost that will be close to the cost of reproduction and delivery.
- b. Prepare and issue addenda to each procurer of the bidding documents.
- c. Provide non-binding information on the general scope as requested by procurers of bidding documents.
- d. Attend a pre-bid conference.
- e. Attend the opening and reading of the bids.
- f. Review the bids and make recommendations to the Client regarding the award of the contract.

7. ENVIRONMENTAL PERMITTING

- a. ARCADIS will provide correspondence for state and federal threatened and endangered species. ARCADIS will perform habitat surveys but assumes that detailed species surveys will not be necessary.

- b. U.S. Army Corps of Engineers Section 404 Nationwide Permit Pre-Construction Notification (PCN) preparation. ARCADIS assumes that individual permits (404 and/or 401) and wetland or stream mitigation will not be necessary for the project.
- c. Site visit with the U.S. Army Corps of Engineers and response to comments from the regulatory agencies.
- d. Local floodplain approval. ARCADIS will correspond with the local floodplain authority to obtain approval for temporary construction in the floodplain. ARCADIS assumes no modeling will be necessary for the project and that FEMA approval will not be necessary.
- e. Cultural Resources investigation. ARCADIS will subcontract with Weller and Associates to perform a desktop review of the project and a Phase I Survey. ARCADIS assumes that a Phase II/III Survey is not required.
- f. Miami Conservancy District – Prepare the permit application to be submitted to the Miami Conservancy District.
- g. The City of Piqua will pay any permit or application fees.

8. SURVEYING AND EASEMENTS

- a. ARCADIS will procure the services of a subconsultant (The Kleingers Group) to conduct a topographic surveying for the project. The surveying work will result in the development of a topographic map of the project area. In general, the map will include contours, existing utilities, structures, property lines, rights-of-way, easements, and all other significant topographic features within the designated area.
- b. Based on existing information, it is assumed that easement acquisition is not required for this project.

9. GEOTECHNICAL SERVICES

- a. ARCADIS will procure the services of a subconsultant (Bowser-Morner) to provide geotechnical work related to subsurface conditions, and analyses of the proposed siphon alignment.
- b. Borings samples will be classified in accordance with the unified soil and rock classification system, and prepare formal boring logs using the driller's logs and laboratory classification.
- c. Laboratory tests will be in accordance with ASTM or other recognized standard as necessary to provide information as required to form the basis for the analyses and recommendations as will be outlined in the report.
- d. Geotechnical Investigation Report will be provided that will include the data and boring logs and an interpretation of the project subsurface conditions.

Schedule B
Additional or Optional Engineering Services

B.1 The Scope of Additional Services consists of this page plus the following documents, attached and made part of this Agreement:

- a. N/A

B.2 If authorized in writing by Client, ARCADIS shall furnish Additional or Optional Engineering Services of the types described below. These services are not included as part of Basic Engineering Services except to the extent provided otherwise in this Schedule B.

- a. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings, or specifications when such revisions are due to causes beyond the control of ARCADIS.
- b. Construction Phase Services.
- c. Resident Project Representative Services.

Schedule C Pricing Schedule

C.1 The Pricing Schedule consists of this page plus the following documents, attached and made part of this Agreement:

a. N/A

C.2 Terms of Payment

C.2.1 **Rates.** For Basic Services under Section 1, Client shall pay ARCADIS on the basis of actual hourly rates plus overhead and profit for technical work actually performed.

The estimated cost of the Consultant's services under Section 1 is \$150,900. The estimated rates per task are provided in Exhibit C.1, attached.

C.3 **Reimbursable Expenses.** Project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. In-house expenses not subject to handling costs may include, but are not limited to: shipping charges; printing; reproduction; supplies; equipment; traveling expenses; transportation; special insurance; licenses; permits; and subcontracted services. Traveling expenses shall be preapproved by Client.

In-house services not subject to handling costs are:

Transportation: \$0.56/mile

C.4 **Invoices.** ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

C.5 **Remittance Information.** Bank of America ACH Bank routing (ABA) number: 071 000 039; or Wire Transfer routing (ABA) number: 026 009 593, Account number: 8188093937, Account name: ARCADIS US, Inc. Lockbox Account, SWIFT Code for international payments: BOFAUS3N. Send eMail notifications of payment to: Remit-Mailbox@arcadis-us.com. To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY) - ARCADIS US, Inc., 62638 Collections Center Drive, Chicago, IL 60693-0626.

Schedule D Construction Phase Services

D.1 CONSTRUCTION PHASE SERVICES

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

1. **General Administration of Construction Contract.** ARCADIS shall consult with and advise Client and act as Client's representative as provided in this Agreement. All of Client's instructions to Contractor will be issued through ARCADIS who will have authority to act on behalf of Client to the extent provided in this Agreement.
2. **Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress:
 - 2.1 ARCADIS shall make visits to the site at intervals appropriate to the various stages of construction as ARCADIS deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, ARCADIS shall provide the services of a Resident Project Representative (Resident) at the site to provide more extensive inspection of the Work. Based on information obtained during such visits and on its inspections, ARCADIS shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. ARCADIS shall keep Client informed of the progress of the Work.
 - 2.2 The Resident will be ARCADIS's agent or employee and under ARCADIS's supervision. The duties and responsibilities of the Resident are set forth in Article D.2, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative," below.
 - 2.3 The purpose of ARCADIS's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.
 - 2.4 ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. **Defective Work.** During its visits, ARCADIS may disapprove of or reject the Work while it is in progress if ARCADIS believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
4. **Interpretations and Clarifications.** ARCADIS shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.
5. **Shop Drawings.** ARCADIS shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
6. **Substitutes.** ARCADIS shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.
7. **Inspections and Tests.** ARCADIS shall have authority, as Client's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, testings and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.
8. **Disputes between Client and Contractor.** ARCADIS shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.
9. **Applications for Payment.** Based on ARCADIS's on-site observations, on information provided by the Resident, and on review of applications for payment and the accompanying data and schedules, ARCADIS shall:

9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of ARCADIS's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

9.3 By recommending any payment ARCADIS will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to ARCADIS in this Agreement and the Contract Documents have been made by ARCADIS to check the quality or quantity of the Work as it is furnished and performed. ARCADIS is not responsible to examine how or for what purposes the Contractor has used the moneys paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

10. **Contractor's Completion Documents.** ARCADIS shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents ARCADIS shall transmit the documents to Client with written comments.

11. **Inspections.** ARCADIS shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that ARCADIS may recommend, in writing, final payment to Contractor. ARCADIS may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3.

12. **Limitation of Responsibilities.** ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCADIS's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by ARCADIS in the Contract Documents.

D.2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the Resident Project Representative (Resident) are limited to those of ARCADIS in Schedules A and B and are further described as follows:

1. **General.** The Resident is ARCADIS's agent at the site, will act as directed by and under the supervision of ARCADIS, and will confer with ARCADIS regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with ARCADIS and Contractor, but keeping Client advised as appropriate. Resident's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident shall generally communicate with Client with the knowledge of and under the direction of ARCADIS.

2. **Duties and Responsibilities.** The Resident shall:

2.1 *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ARCADIS concerning acceptability.

2.2 *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 *Liaison:*

2.3.1 Serve as ARCADIS's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Assist ARCADIS in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.2 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 *Shop Drawings and Samples:*

2.4.1 Record date of receipt of Shop Drawings and samples.

- 2.4.2 Receive samples which are furnished at the site by Contractor and notify ARCADIS of availability of samples for examination.
- 2.4.3 Advise ARCADIS and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by ARCADIS.
- 2.5 *Review of Work, Rejection of Defective Work, Inspections and Tests:*
- 2.5.1 Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.
- 2.5.2 Report to ARCADIS whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise ARCADIS of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.
- 2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to ARCADIS appropriate details relative to the test procedures and startups.
- 2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ARCADIS.
- 2.6 *Interpretation of Contract Documents:* Report to ARCADIS when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by ARCADIS.
- 2.7 *Modifications.* Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to ARCADIS with Resident's recommendations. Transmit ARCADIS's decisions to Contractor.
- 2.8 *Records:*
- 2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, ARCADIS's clarifications and interpretations of the Contract Documents, progress reports, and
- 2.8.2 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to ARCADIS at appropriate intervals.
- 2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.9 *Reports:*
- 2.9.1 Furnish reports at appropriate intervals to ARCADIS concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 2.9.2 Consult with ARCADIS in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to ARCADIS.
- 2.9.4 Report any accidents or unusual incidents to ARCADIS and Client immediately upon occurrence.
- 2.10 *Payment Requests:* Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to ARCADIS. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 2.11 *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to ARCADIS for review and forwarded to Client prior to final payment for the Work.
- 2.12 *Completion:*
- 2.12.1 Before ARCADIS issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- 2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise ARCADIS accordingly.
- 2.12.3 Conduct a final inspection of the Work in the company of ARCADIS, Client, and Contractor and prepare a final list of items to be completed or corrected.
- 2.12.4 Verify that all items on final list have been completed or corrected and make recommendations to ARCADIS concerning acceptance of the Work.

3. Limitations of Authority. The Resident:

- 3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ARCADIS.
- 3.2 Shall not exceed limitations of ARCADIS's authority as set forth in this Agreement or the Contract Documents.
- 3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- 3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.7 Shall not authorize Client to occupy the Project in whole or in part.
- 3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ARCADIS.

RESOLUTION NO. R-118-13

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FINFROCK CONSTRUCTION CO., INC., FOR CONSTRUCTION OF THE ELLERMAN, FISHER, GRANT, AND DOWNING WATER DISTRIBUTION IMPROVEMENTS

WHEREAS, On August 7, 2013 and August 12, 2013, the City of Piqua advertised the Ellerman, Fisher, Grant, & Downing Water Distribution Improvements project for bidding; and

WHEREAS, On August 26, 2013, at 10:00 A.M. bids were opened by the City Engineering Department; and

WHEREAS, Finfrock Construction Co., Inc., is the lowest and best bid; and

WHEREAS, Finfrock Construction Co., Inc., has a past history of working within the City of Piqua in a satisfactory manner that conforms to the City of Piqua Specifications for Construction.

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 Finfrock Construction Co., Inc. for construction of the Ellerman, Fisher, Grant, & Downing Water Distribution Improvements.

SEC. 2: The cost involved is not to exceed \$233,200 and will be funded by Water Plant Budget in 2013.

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 \$233,200;

SEC. 4: In accordance with section 34.19 of the Piqua Municipal Code, this professional service does not need to be bid.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	September 3, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting authorization to enter into an agreement with Finfrock Construction Co., Inc. for construction of the Ellerman, Fisher, Grant, & Downing Water Distribution Improvements		
SUBMITTED BY	Name & Title: Todd Brandenburg, Superintendent		
	Department: Underground Utilities		
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 (Includes description, background, and justification)	<p>As a critical element of the Water Distribution System Master Plan (July 2012) performed by CDM Smith, it has been recommended and is agreed upon by the Underground Utilities Department, that multiple areas within the City of Piqua Water Distribution System, currently served through 2” galvanized piping be improved with a water main replacement of 8” ductile iron pipe.</p> <p>This necessary improvement is vital to the City’s efforts in providing high quality drinking water to our customers along with assistance in eliminating disinfection by-products that form in City’s water distribution network. These improvements will also increase the City’s reliability of service to these areas.</p> <p>City Underground Utilities Department Staff along with CDM Smith identified the following areas of known pipe deficiencies:</p> <ul style="list-style-type: none"> • Fisher • Grant and Ellerman • Grant and Downing <p>Upon identification of these areas City staff employed the services of Fanning and Howey through a professional service request for qualifications and began the design and permitting of this project.</p> <p>On August 7, 2013, the request for bidders for this improvement project was advertised and again advertised for a second time August 12, 2013. On August 26, 2013, at 10:00 A.M., bids were opened at the City Engineering Department through the bidexpress.com program.</p> <p>Three bids were received and analyzed by City staff and it was determined that Finfrock Construction Co., Inc., is the lowest and best bid for this project.</p>		
BUDGETING AND	Budgeted \$:	\$270,000	

FINANCIAL IMPACT (Includes project costs and funding sources)	Expenditure \$:	\$233,200
	Source of Funds:	Local (Water Dept. 403 Fund)
	Narrative	\$270,000 was originally budgeted in the 2013 Water Capital Improvement budget. Competitive bidding and proper project timing has resulted in an actual bid of \$233,200. This project budget does include a 10% contingency.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with Finfrock Construction Co., Inc., to provide watermain construction services for the Ellerman, Fisher, Grant, and Downing Water Distribution Improvements.
	2.	Deny the resolution and continue to operate portions of the water distribution system with known deficiencies, decreased water quality and reliability.
PROJECT TIMELINE	The construction of this project will commence as soon as possible with substantial completion scheduled for 180 calendar days from the notice to proceed.	
STAFF RECOMMENDATION	Approval of the Resolution to enter into an agreement with Finfrock Construction Co., Inc., for construction of the Ellerman, Fisher, Grant, & Downing Water Distribution Improvements	
ATTACHMENTS	Exhibit "A" – Bid Tab Report 13-12	

**City Of Piqua
13-12 Fisher, Ellerman, Grant, Downing
Water Distribution Improvements**

Bid Tab

Bid Date: August 26, 2013 (10:00 a.m.)

Item	Finrock Construction Co., Inc.		VTF Excavation, LLC		L.J. DeWeese Co., Inc.		
	Quantity	Price	Extension	Price	Extension	Price	Extension
Proposal Page - Item List							
1. - BONDING & INSURANCE - L.S.	1.00	\$	2,544.00	\$	2,013.32	\$	4,600.00
2. - MOBILIZATION - L.S.	1.00	\$	2,265.00	\$	9,441.64	\$	1,650.00
3. - CLEARING & GRUBBING - L.S.	1.00	\$	2,180.00	\$	575.00	\$	2,100.00
4. - COMPACTION/DENSITY TESTING - L.S.	1.00	\$	2,170.00	\$	575.00	\$	2,100.00
5. - SITE RESTORATION - L.S.	1.00	\$	2,180.00	\$	342.54	\$	3,800.00
6. - MAINTENANCE OF TRAFFIC - L.S.	1.00	\$	1,804.00	\$	6,072.18	\$	6,500.00
7. - CONSTRUCTION LAYOUT STAKING - L.S.	1.00	\$	1,900.00	\$	1,495.00	\$	3,000.00
8. - SEEDING - L.S.	1.00	\$	1,325.00	\$	2,995.20	\$	2,100.00
9. - 1-1/2" ASPHALT CONCRETE SURFACE COURSE, PG 64-22, TYPE 1 - C.Y.	25.00	\$	302.00	\$	336.44	\$	290.00
10. - 2-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, PG 64-22, TYPE 2 - C.Y.	40.00	\$	340.00	\$	330.20	\$	11,600.00
11. - BITUMINOUS PRIME COAT @ 0.40 GAL/S.Y. OVER BACKFILL - GAL	220.00	\$	5.00	\$	5.75	\$	1,210.00
12. - SIDEWALK REPLACEMENT - S.F.	1,200.00	\$	5.70	\$	5.27	\$	7,200.00
13. - CURB REPLACEMENT - L.F.	300.00	\$	22.00	\$	23.34	\$	9,000.00
14. - ASPHALT DRIVE REPLACEMENT - S.Y.	35.00	\$	59.00	\$	46.68	\$	962.50
15. - CONCRETE DRIVE REPLACEMENT - S.Y.	35.00	\$	58.00	\$	53.68	\$	2,240.00
16. - GRAVEL DRIVE REPLACEMENT - S.Y.	60.00	\$	12.50	\$	14.58	\$	1,080.00
17. - 8" DUCTILE IRON WATERLINE - L.F.	1,440.00	\$	67.00	\$	62.65	\$	116,640.00
18. - 8" WATER VALVE - EACH	1.00	\$	1,285.00	\$	1,040.44	\$	1,512.00
19. - 3/4" CHLORINATION TAP - EACH	4.00	\$	325.00	\$	400.59	\$	1,296.00
20. - 1" WATER SERVICES - OPEN CUT (NEAR SIDE OF STREET) - L.F.	120.00	\$	31.00	\$	48.06	\$	3,840.00
21. - 1" WATER SERVICES - DIRECTIONAL BORE (FAR SIDE OF STREET) - L.F.	240.00	\$	27.00	\$	47.19	\$	7,680.00
22. - WATER METER, PITS, ETC. - EACH	10.00	\$	600.00	\$	801.11	\$	7,300.00
23. - CURB VALVES, BOXES - EACH	10.00	\$	280.00	\$	232.31	\$	2,700.00
24. - 8" END PLUG - EACH	2.00	\$	280.00	\$	127.77	\$	320.00
25. - 22.5 DEGREE BEND - EACH	1.00	\$	525.00	\$	159.98	\$	216.00
26. - 45 DEGREE BEND - EACH	6.00	\$	267.00	\$	163.19	\$	1,296.00
27. - 8" X 8" TEE - EACH	1.00	\$	650.00	\$	305.44	\$	378.00
28. - 4" TAPPING SLEEVE AND VALVE - EACH	1.00	\$	2,200.00	\$	3,402.52	\$	2,700.00
29. - 8" X 4" REDUCER - EACH	2.00	\$	465.00	\$	127.78	\$	160.00
30. - 6" TAPPING SLEEVE AND VALVE - EACH	2.00	\$	2,500.00	\$	3,557.38	\$	6,480.00
31. - 8" X 6" REDUCER - EACH	2.00	\$	320.00	\$	135.01	\$	320.00
32. - 12" TAPPING SLEEVE WITH 8" TAP AND 8" VALVE - EACH	1.00	\$	3,640.00	\$	4,182.99	\$	3,888.00
33. - 16" TAPPING SLEEVE WITH 8" TAP AND 8" VALVE - EACH	1.00	\$	4,080.00	\$	4,871.15	\$	4,860.00
34. - 6" CAP - EACH	1.00	\$	350.00	\$	60.66	\$	81.00
35. - FIRE HYDRANT ASSEMBLY INCLUDING 6" VALVE AND 8" X 6" TEE - EACH	4.00	\$	4,330.00	\$	4,397.14	\$	17,700.00
Totals	35 Items	\$	212,320.00	\$	223,711.62	\$	245,759.50