

AMENDED AGENDA 4-15-2014

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, APRIL 15, 2014
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the April 1, 2014 Regular Piqua City Commission Meeting
2. **RES. NO. R-50-14**
A Resolution of Appreciation for the Public Service of Kirt Huemmer as a City Employee
3. **RES. NO. R-51-14**
A Resolution of Appreciation for the Public Service of Larry Picklesimer as a City Employee
4. **RES. NO. R-52-14**
A Resolution appointing a member to the Board of Zoning Appeals
5. **RES. NO. R-53-14**
A Resolution appointing a member to the Board of Zoning Appeals
6. **RES. NO. R-54-14**
A Resolution appointing a member to the Income Tax Board of Review
7. **RES. NO. R-55-14**
A Resolution appointing a member to the Downtown District Design Review Board
8. **RES. NO. R-56-14**
A Resolution appointing a member to the Park Board
9. **RES. NO. R-57-14**
A Resolution appointing a member to the Park Board

NEW BUSINESS

10. **RES. NO. R-58-14**
A Resolution authorizing the City Manager to enter into an agreement to permit the usage of a portion of public parks and city owned property for Adventures on the Great Miami to operate a non-motorized watercraft rental business

11. RES. NO. R-59-14

A Resolution authorizing an application to the Ohio Department of Transportation for funding to make improvements to Hartzell Field at the Piqua Municipal Airport

12. RES. NO. R-60-14 Amended 4-15-14

A Resolution requesting authorization to enter into contract with CDM-Smith for amendment No: 1 to the engineering services for a Wastewater Treatment Plant preliminary engineering report

13. RES. NO. R-61-14

A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a portion of Lock Nine Park and Linear Park to the Piqua Arts Council and Mainstreet Piqua

14. RES. NO. R-62-14

A Resolution of Intent to vacate Public Right-of-Way

15. RES. NO. R-63-14

A Resolution of Intent to vacate Public-Right-of-Way

16. RES. NO. R-64-14

A Resolution urging Ohio Voters to support State Issue 1, renewal of the State Capital Improvements Program, on the May 6, 2014 ballot

17. RES. NO. R-65-14

A Resolution requesting authorization to enter into an agreement with Access Engineering Solutions, Inc., for professional engineering services as related to the Ridge Street, Garbry Road and Hemm Road water main improvements

18. RES. NO. R-66-14

A Resolution authorizing a purchase order to Valley Ford Truck, Inc., for the purchase of four trucks for the Public Works Department

MONTHLY REPORTS

Monthly Reports for February 2014

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, April 1, 2014
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

PRESENTATION Cindy Bach – Solid Waste Coordinator for Miami County

Ms. Bach presented an update on House Bill 592 stating there will be changes made but she is not sure what the changes are going to be at this time. Ms. Back passed out information regarding several upcoming events in the future within Miami County. Several include: Composting materials will now be accepted, a Prescription Pill Drug Take Back Program, and a Shred Fest. Police Chief Jamison explained how RX drugs are accepted within the City of Piqua.

EXECUTIVE SESSION

Moved by Commissioner Wilson, seconded by Commissioner Terry to move into Executive Session at 7:40 P.M. to consider the purchase or sale of property for public purposes. Roll call, Aye: Martin, Vogt, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from Executive Session at 7:51 P.M. and move into the Regular City Commission Meeting. Voice vote, Aye: Terry, Martin, Wilson, Vogt, and Fess. Nay: None. Motion carried unanimously.

Consent Agenda

Approval of Minutes

Approval of the minutes from the February 4, 2014, and the March 18, 2014 Regular Piqua City Commission Meetings, and the minutes from the March 13, 2014 Piqua City Commission Work Session.

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

OLD BUSINESS

ORD. NO. 2-14 (3rd Reading)

An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule IV of the Piqua Code, relating to four-way stop intersections pertaining to the Park Avenue/Lambert Drive intersection

City Engineer, Amy Havenar stated a study was completed warranting a multi-way stop at this intersection based on the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). The Transportation Committee unanimously recommended that this intersection be made a four –way Stop and forwarded the request to the City Commission.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Ordinance No. 2-14 be adopted. Roll call, Aye: Martin, Vogt, Terry, Wilson, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 2-14 adopted.

NEW BUSINESS

RES. NO. R-47-14

A Resolution authorizing a purchase order to John Deere Company for the purchase of lawn mowers for the Public Works Department-Street and Parks

Assistant Street Superintendent Brian Brookhart provided a brief overview on the eight new mowers including the fuel type, size, and the warranties for the various mowers. Mr. Brookhart did a very extensive research on the various mowers and explained the reason for choosing these particular mowers. Mr. Brookhart stated they would be using the State Bid Contract to purchase these mowers, and further explained what the plans are for the current mowers.

Several question were raised concerning the mulching capability, and the difference between the 60 inch and the 72 inch mowing deck, and if there is any trade in value on the old mowers. Mr. Brookhart provided the information.

Public Comment

No one came forward to speak for or against Res. No. R-47-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-47-14 be adopted. Roll call, Aye: Terry, Wilson, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-47-14 adopted.

RES. NO. R- 48-14

A Resolution approving the purchase of Parcel N44-000560

City Manager Huff stated the City has been in the pre-planning stages creating the development of the Riverfront Area. Parcel N44-000560 - 117 E. Water Street is a critical piece of the proposed development, and the City would like to purchase the parcel for an amount not to exceed \$48,000.

Public Comment

No one came forward to speak for or against Resolution No. R-48-14.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-48-14 be adopted. Roll call, Aye: Martin, Terry, Wilson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-49-14 adopted.

RES. NO. R-49-14

A Resolution approving the purchase of Parcel N44-017270

City Manager Huff stated this is the second property the City has been working with in the pre-planning stages creating the development of the Riverfront Area. Parcel N44-017270 - 111 S. Main Street is also a critical piece of the proposed development, and the City would like to purchase the parcel for an amount not to exceed \$50,000.

The purchase of these two properties was discussed previously at an Executive Session stated Commissioner Vogt.

Public Comment

No one came forward to speak for or against Resolution No. R-49-14.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-49-14 be adopted. Roll call, Aye: Terry, Wilson, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-49-14 adopted.

PUBLIC COMMENT

Brad Boehringer, Mound Street, came forward and welcomed Clerk of Commission Becky Cool back after her extended illness, stating he was glad to have her back.

Mr. Boehringer stated Bill Lutz, Development Program Director, and eleven of the Citizens Government Academy graduates will be touring the State House, and sit in on a Ohio Senate Session with Senator Beagle on Tuesday April 8, 2014.

Jeannine Pratt, candidate for Miami County Common Pleas Court Judge came forward and introduced herself to the Commission, and asked Piqua residents for their vote in the May Primary.

City Manager's Report

City Manager Huff stated he provided a copy to the Commissioners of the letter he sent to the FAA regarding the inclusion of the Piqua Municipal Airport into the National Plan of Integrated Airport Systems (NPIAS). This is important as it allows the City to have access to federal funding for capital improvements and maintenance for the Municipal Airport. City Manager Huff further stated the letter is being supported by Speaker John Boehner's Office and various Companies, and explained the reason for the letter. The City of Piqua is the headquarters of Hartzell Propeller who is the international leader in advanced propeller design and manufacturing technology. Seventy-five percent of the aircraft in the world utilize propellers from Hartzell Propeller, and Hartzell engineers are working to convert engines from AV gas to Jet A fuel for environmental concerns and worldwide availability, stated City Manager Huff.

Mayor Fess stated City Manager Huff wrote a great letter, further stating she counted sixty-eight different companies who fly into the Piqua Municipal Airport for various reasons and service.

City Manager Huff announced MainStreet Piqua Beautification Committee is accepting donations for the downtown flower planters, and if anyone would like to donate they can contact Lorna Swisher at MainStreet Piqua. Commissioner Wilson noted that the donations are tax deductible.

Commissioners Comments

Commissioner Wilson stated he would like to welcome Becky Cool, Commission Clerk back and asked her not to leave again!

Commissioner Terry also welcomed Becky Cool back stating she missed her!

Commissioner Martin also welcomed Becky Cool back and to think spring!

Commissioner Vogt also welcomed Becky Cool back, stating he did not have anyone to bug!!!

Commissioner Vogt announced the Piqua Municipal Golf Course is open and offering memberships with no increase in fees this year. This is the finest golf course in the State, stated Commissioner Vogt.

Mayor Fess made it unanimous by welcoming Becky Cool back after being out 6 weeks, further stating she has never been out that long before. Glad to have her back.

Mayor Fess also thanked Kim Hebb, Law Director's Executive Assistant for attending the Commission Meetings during Becky's absence, and for doing a great job for the Commission!

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-50-14

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF KIRT HUEMMER
AS A CITY EMPLOYEE**

WHEREAS, Kirt Huemmer has retired as Golf Working Supervisor with the Golf Course; and

WHEREAS, his retirement follows 27 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 Kirt Huemmer as Golf Working Supervisor with the Golf Course, 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-51-14

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF LARRY PICKLESIMER
AS A CITY EMPLOYEE**

WHEREAS, Larry Picklesimer has retired as Firefighter/Paramedic with the Fire Department; and

WHEREAS, his retirement follows over 20 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 Larry Picklesimer as Firefighter/Paramedic with the Fire 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-52-14

**A RESOLUTION APPOINTING A MEMBER
TO THE BOARD OF ZONING APPEALS**

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: Earl Slater is hereby appointed as a member of the Board of Zoning Appeals for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-53-14

**A RESOLUTION APPOINTING A MEMBER
TO THE BOARD OF ZONING APPEALS**

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: Dustin Davis is hereby appointed to fill the unexpired term of Daniel Patrizio as a member of the Board of Zoning Appeals for a term to expire on March 1, 2018 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-54-14

**A RESOLUTION APPOINTING A MEMBER
TO THE INCOME TAX BOARD OF REVIEW**

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: Earl Slater is hereby appointed as a member of the Income Tax Board of Review for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-54-14

**A RESOLUTION APPOINTING A MEMBER
TO THE INCOME TAX BOARD OF REVIEW**

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: Earl Slater is hereby appointed as a member of the Income Tax Board of Review for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-56-14

**A RESOLUTION APPOINTING A MEMBER
TO THE PARK BOARD**

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: Steve Frazier is hereby appointed as a member of the Park Board for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-57-14

**A RESOLUTION APPOINTING A MEMBER
TO THE PARK BOARD**

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: Kevin Pryfogle is hereby appointed as a member of the Park Board for a term to expire on March 1, 2019 or until his successor is confirmed and qualified;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-58-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PERMIT THE USAGE OF A PORTION OF PUBLIC PARKS AND CITY OWNED PROPERTY FOR ADVENTURES ON THE GREAT MIAMI TO OPERATE A NON-MOTORIZED WATERCRAFT RENTAL BUSINESS

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

SEC. 1: The City Manager is hereby authorized to permit the Adventures on the Great Miami to use a portion of certain public parks and city owned property to operate a non-motorized watercraft rental business in accordance with the terms of the attached License Agreement. The rental fee for this lease shall be \$1.00 and other valuable consideration.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #10

MEETING DATE	April 15, 2014		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PERMIT THE USAGE OF A PORTION OF PUBLIC PARKS AND CITY OWNED PROPERTY FOR ADVENTURES ON THE GREAT MIAMI TO OPERATE A NON-MOTORIZED WATERCRAFT RENTAL BUSINESS		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to rent canoes and kayaks available for public use on the Great Miami River and desires to utilize city property for put-in/take-out locations and to conduct the rental transactions. The applicant would execute a license agreement with the City to define the terms under which this activity would be permitted and the City would execute a Permit with the Miami Conservancy District that will allow the City's licensee to use adjacent Miami Conservancy District property as an extension to the City property being utilized.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	Approving the resolution will forward the request to the Planning Commission for study and recommendation.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the execution of the license agreement and securement of the permit.	
	2.	Defeat the resolution and deny the license agreement and the securement of the permit.	
PROJECT TIMELINE	April 10, 2014 – City Commission – Work Session		

	April 15, 2014 – City Commission – Action on Resolution
STAFF RECOMMENDATION	Approve the proposed resolution.
ATTACHMENTS	License Agreement

ADVENTURES ON THE GREAT MIAMI NON-MOTORIZED WATERCRAFT RENTAL BUSINESS

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 by and between the CITY OF PIQUA, OHIO, a municipal corporation (“City”) and ADVENTURES ON THE GREAT MIAMI (“Licensee”):

WHEREAS, City has an initiative to create economic development opportunities including developing its riverfront; and

WHEREAS, the Ohio Department of Natural Resources has designated the Great Miami River as a Water Trail, a network of publicly accessible facilities that provide opportunities to fish; launch canoes and kayaks, and other craft; and explore the natural and cultural heritage of the river; and

WHEREAS, the City also promotes quality of life through use of its recreational trails and parks, and bodies of water, as a means of experiencing nature and enhancing physical and emotional health and well-being; and

WHEREAS, the accessibility and availability to kayaks and canoes to the Great Miami River is in accordance with the City’s initiatives and benefits the Piqua community and surrounding area.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. **Premises.** City does hereby agree to permit Licensee to utilize certain space within public parks and or City owned properties, as more particularly shown on the diagram attached hereto as Exhibit A (the “Premises”), for put-in/take-out, rental, and storage of watercraft, and subject to section 7 below, for access as needed by Licensee. In no event shall Licensee use the Premises for the storage of Hazardous Materials as generally defined in state and federal environmental laws, or in a manner that will cause the City’s insurance or liability on the public parks and or City owned properties to increase. City may at all times continue to use the other portions of the public parks and or City owned properties for any purpose the City deems necessary or desirable.

2. **Term.** The initial term of this Agreement shall be one year, but shall automatically renew for additional one year terms until terminated by either party.

3. **Fee.** Licensee shall pay to City an annual fee for the use of such space in the amount of One Dollar (\$1.00) per year.

4. **Utilities.** City shall not be responsible for the provision of any utilities services at the Premises to be utilized by the Licensee. If Licensee desires utilities for the Premises, or have climate control, (heat and/or air conditioning) at the Premise, it may do so upon receiving written permission from the City and in accordance with all applicable standards and regulations and at its sole cost and expense. City shall, in its sole discretion, determine what maintenance, infrastructure, or repairs are required for the access of utilities at the Premises and shall have no obligation to make any repairs, or construction at the City’s expense.

5. **Taxes.** Licensee shall not be responsible for any real estate taxes, but shall be responsible for any taxes on its own property and equipment at the Premises.

6. **Termination.** Either party may terminate this Agreement upon one (1) month’s written notice.

Upon termination of this Agreement for any reason, Licensee shall remove its property and any equipment and restore the Premises to substantially the same condition in which the Premises were at the time Licensee occupied the Premises. Provided, however, any authorized improvements made by Licensee pursuant to section 7 below shall not be removed, and shall become the property of City.

7. **Alterations.** Licensee shall not make alterations, modifications, additions, or improvements to any part of the Premises without the prior written consent of the City Manager. Licensee acknowledges any requirement for public restrooms to support the Licensee use is the sole responsibility of the Licensee and the City is under no obligation to provide them. Licensee may provide restrooms serviceable at its sole cost and expense.

8. **Insurance.** Licensee shall insure its own personal property and any structure that is erected. Further, Licensee shall keep and maintain liability insurance and shall provide a copy thereof to City. Said insurance shall be in an amount acceptable to City and insure against claims for injury, property damage or other loss arising from or in connection with Licensee's occupancy of the Premises. Such insurance must protect the interest of City by providing that City is a named insured for primary and non-contributing coverage, and the policy must require fifteen (15) days written notice to City prior to cancellation. Further, Licensee shall indemnify City and hold City harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by the use and occupancy of the Premises by Licensee or from any act or omission of any representative, agent, customer, and/or employee of Licensee.

9. **Assignment/Subleasing.** Licensee may not assign or transfer this Agreement or any portion thereof, or sublet any portion of the Premises.

10. **Use.** It is agreed that Licensee, its agents, customers, guests, and invitees, shall have the right to use the Premises for purposes necessary to the operations of the Licensee, within the area limits and on the dates and within the hours specifically authorized by the City Manager and as permitted by City Ordinance, and provided all use of the Premises is in accordance with all applicable City, State, and Federal laws. City shall not be responsible for any maintenance or security of the Premises solely for the benefit of or necessary to the operations of the Licensee.

11. **Miscellaneous.** One or more waivers of any covenant or condition by the City shall not be construed as a waiver of a further breach of the same covenant or condition. The captions are provided for the convenience of the parties and are not to be used in the construction of any paragraph. The covenants, conditions, obligations and agreements made and entered into by the parties hereto are binding upon the heirs, successors, and representatives and assigns of the respective parties hereto. There are no other written or oral understandings regarding the premises. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

CITY

LICENSEE

City of Piqua

Adventures on the Great Miami

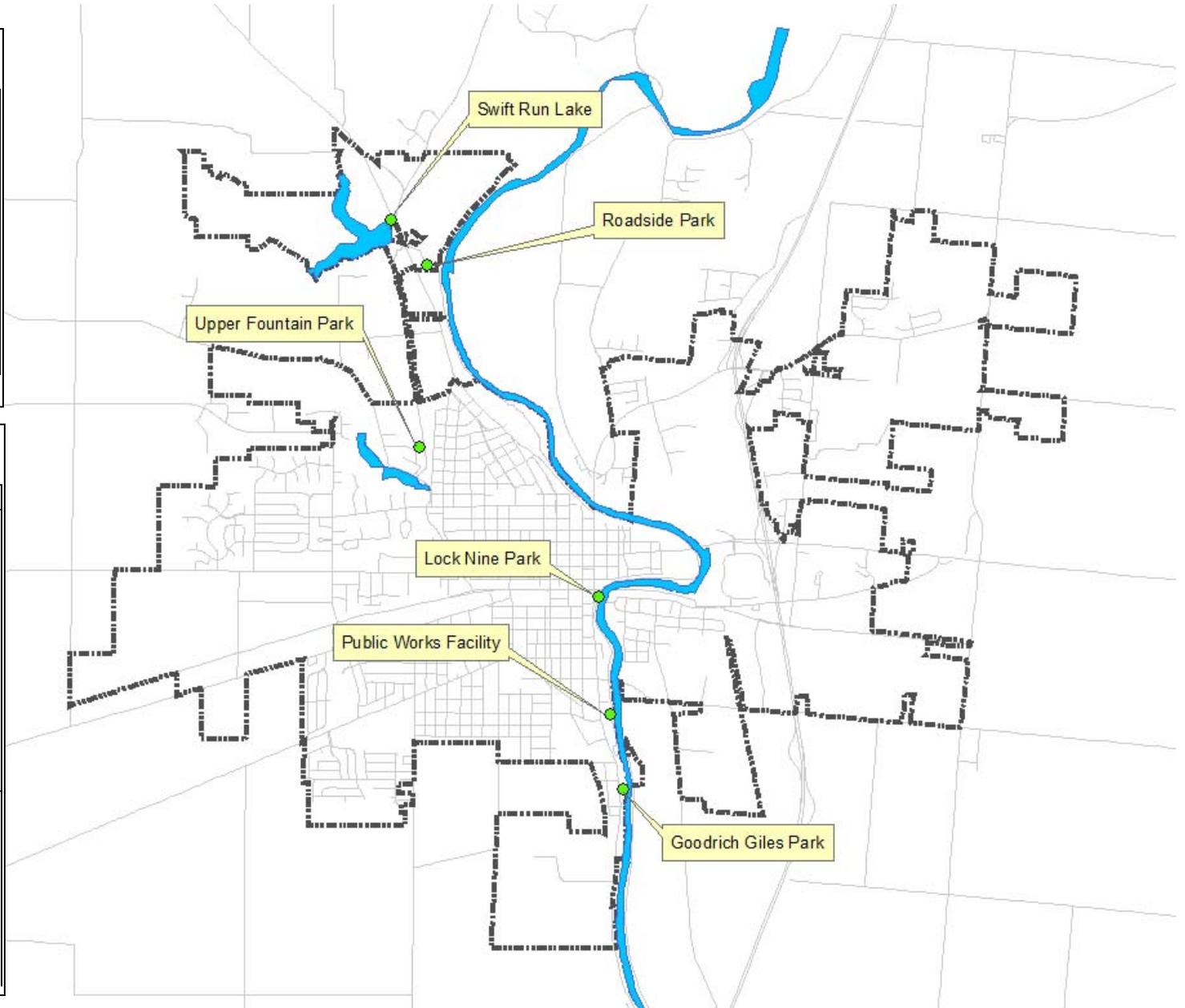
Gary A. Huff, City Manager

Chris Jackson, Owner

Exhibit 'A'

PREMISES	
Location	Use
Swift Run Lake, Goodrich Giles Park	Put-in/take-out
Roadside, Upper Fountain Park, Lock Nine Park	Put-in/take-out, rental operations, and watercraft, trailer, and vehicle storage during permitted hours
Public Works Facility	Watercraft, trailer, and vehicle storage

DATES AND HOURS	
Location	Dates/Hours
Swift Run Lake, Roadside Park, Goodrich Giles Park, Upper Fountain Park, Lock Nine Park	January 1 to December 31, Dawn to Dusk, Except when any conditions make watercraft operations or the use unsafe, or when temporary suspension of the use is ordered by the City Manager
Public Works Facility	January 1 to December 31, Unrestricted hours, Provided regular and routine use operations continue at other Premises locations



RESOLUTION NO. R-59-14

A RESOLUTION AUTHORIZING AN APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR FUNDING TO MAKE IMPROVEMENTS TO HARTZELL FIELD AT THE PIQUA MUNICIPAL AIRPORT

WHEREAS, the State of Ohio, through the Ohio Department of Transportation, administers financial assistance programs for small public airports; and

WHEREAS, the City of Piqua desires financial assistance for such a project;

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

SEC. 1: The City of Piqua approves filing an application for assistance from the Ohio Department of Transportation.

SEC. 2: The City Manager is hereby authorized and directed to execute and file an application through the Ohio Department of Transportation and to provide all information and documentation required to become eligible for possible funding assistance.

SEC. 3: If awarded the grant funding, the City of Piqua agrees to obligate the funds required to satisfactorily complete the proposed project under the terms and conditions of the Ohio Department of Transportation.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 15, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution authorizing an application to the Ohio Department of Transportation for funding to make improvements to Hartzell Field at the Piqua Municipal Airport		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	Each year, the Ohio Department of Transportation requests proposals for their Ohio Airport Grant Program. This program, funded at \$1 million each year, provides Ohio's small airports funding for obstruction removal and runway improvements. The City is submitting funding for crack sealing and repairs and new pavement markings.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$18,000	
	Expenditure \$:	\$8,545 (10% local match)	
	Source of Funds:	101-113-864-7553 (Street Dept.)	
	Narrative	Each year, the City of Piqua budgets \$18,000 for improvements at the Piqua Municipal Airport. Through the Ohio Airport Grant Program, the City of Piqua will request \$76,905, which is 90% of the total project cost. They City must provide 10% of the project cost, which is \$8,545.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and submit an application to the Ohio Department of Transportation for the airport funding.	
	2.	Do not approve the resolution and provide guidance as to additional funding sources.	
PROJECT TIMELINE	The anticipated schedule is for the work to being in March of 2015.		
STAFF RECOMMENDATION	Approve the resolution and submit application to the Ohio Department of Transportation.		
ATTACHMENTS	None		

AMENDED 4-15-2014

RESOLUTION NO. R-60-14

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO CONTRACT WITH CDM-SMITH FOR AMENDMENT NO: 1 TO THE ENGINEERING SERVICES FOR A WASTEWATER TREATMENT PLANT PRELIMINARY ENGINEERING REPORT

WHEREAS, On May 21st 2013 Piqua City Commission approved A contract with CDM-Smith to Start Engineering by performing a Preliminary Engineering Report for the Wastewater Treatment Plant's removal of the SSO ; and

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

WHEREAS, CDM has prepared the Master Plan and has finished the High Rate Treatment Study, which has already been approved by the OEPA, along with, provides the procedure that the City must follow to meet all of the EPA requirements; and

WHEREAS, the PER(Report) needs to be amended to reflect changes to the Master Plan along with cost to perform these changes; and

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

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

SEC. 1: The City Manager is authorized to enter into a contract with CDM-Smith to perform Professional Engineering Services for the Preliminary Engineering Report (PER) Amendment NO: 1;

SEC. 2: The cost involved is not to exceed \$290,000 and will be funded by Wastewater Plant Budget for 2014 & 15/DEFA Design loan.

SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate

account of the City treasury in payment according to contract terms, not exceeding a total of \$290,000;

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

SEC. 5: 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	April 15 th , 2014		
REPORT TITLE (Should match resolution/ordinance title)	Amendment to Agreement Between City of Piqua and CDM-Smith to Prepare Preliminary Engineering Report.		
SUBMITTED BY	Name & Title: Dave Davis, Wastewater Plant Supt.		
	Department: Wastewater Plant		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In May of 2013 Commission approved to have CDM-Smith perform a Preliminary Engineering Report for the Wastewater Treatment Plant. Due to the findings of the BioActiflo Pilot Testing, CDM-Smith has recommended and OEPA approved to Amend The Plant Facility Plan and Preliminary Engineering Report.</p> <p>The recommendations of the BIOACTIFLO Basis of Design Report prepared by CDM-Smith on the system's ability to perform in our WWTP are attached and will explain why we are asking to amend the current PER Scope of Service.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0.00	
	Expenditure \$:	\$263,300 additional, to make a total of \$352,600. Also added a 10+% contingency to make \$290,000.	
	Source of Funds:	OEPA-WPCLF-DEFA Loan	
	Narrative:	OEPA would be contacted to amend Loan amount for Planning and Design of WWTP Rehab to remove the SSO.	
OPTIONS (Include Deny /Approval Option)	1.	Approve and continue to move forward on WWTP Preliminary Engineering Report	
	2.	Deny and OEPA could force the City of Piqua with Findings and Orders from Attorney General and increase the pace of work being performed.	
	3.		
	4.		
PROJECT TIMELINE	The PER started in June of 2013, the new amended plan would continue immediately and Finish the PER in August of 2015. Detailed Design would then follow, thus pushing the entire schedule back to completion in 2020.		

STAFF RECOMMENDATION	Basis of Design Report for the BIOACTIFLO treatment system was Finished in February 2014, OEPA was informed of these findings and was agreeable to this course of action to Amend the Facility Plan and continue with the PER before going into Detailed Design(which is the next phase before construction). I myself would not feel comfortable continuing with the PER and then Design on a system that we do not know will work. Recommend to Amend PER.
ATTACHMENTS	March 5 th , 2014 Letter from Mr. Burtner to OEPA Rep. Glen Vonderembse, CDM-Smith Amendment to PER Contract with Scope of Services, Letter from OEPA Glen Vonderembse to Dave Burtner on February 25 th , 2014, Recommendations from Basis of Design Report for the BIOACTIFLO System. Letter from Glen Vonderembse on March 28 th , 2014.

AMENDMENT TO AGREEMENT BETWEEN OWNER AND ENGINEER
PIQUA WASTEWATER TREATMENT PLANT FACILITY PLAN (AMENDED)
DRAFT TEXT FOR REVIEW

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Project Description

ENGINEER will provide professional engineering services to amend the Wastewater Treatment Plant Facility Plan dated April 2013 (hereinafter, 2013 Facility Plan). The Scope of Services contained herein is based on ENGINEER's understanding of the OWNER's needs, familiarity with the work to be performed, and discussions with OWNER's staff.

The 2013 Facility Plan recommended that the BIOACTIFLO™ process be implemented for the WWTP liquids stream process expansion by performing pilot testing before full-scale design and implementation. Pilot testing was performed and the BIOACTIFLO™ Pilot Testing Basis of Design Report was prepared. The results of the BIOACTIFLO™ Pilot Testing Basis of Design Report recommended that the BIOACTIFLO™ process be re-evaluated along with the other alternatives originally considered, and potentially other alternative liquid stream processes. ENGINEER will incorporate the findings of the BIOACTIFLO™ Pilot Testing Basis of Design Report into the Amended Facility Plan. Accordingly, the 2013 Facility Plan will be amended as described below.

1. Amended Wastewater Treatment Plant Facility Plan, Phase 1

1.1 Data Collection and Evaluation completed under the 2013 Facility Plan will not be re-developed under this amended scope of services (Amended Facility Plan).

- Existing flow records, collection system condition assessments, and WWTP capacities and condition as determined by the 2013 Facility Plan will be acknowledged and will be the basis of the re-evaluation of liquid stream treatment alternatives.
- Projected future wastewater flow and strength based on potential development and service area expansion (in conjunction with the completed Sanitary Sewer System Master Plan) will be the same as projected in the 2013 Facility Plan.
- The results of the already-completed Task 1 - Data Collection and Evaluation will be incorporated into the Amended Facility Plan by reference.

1.1.1 Existing Facility Operational Assessment and Optimization

ENGINEER assessed the condition of existing facilities and equipment to determine what should be saved and integrated into the improvements and what should be abandoned and replaced as part of the 2013 Facility Plan. That assessment included the review of the general structural condition, equipment, electrical, and instrumentation components.

The operational assessment and optimization for the amended Facility Plan will be focused on improving the secondary treatment process operations in an effort to promote better sludge settleability. ENGINEER will first meet with the OWNER's management, operations, and maintenance staff during the kick-off meeting to gain information that will aid in the ENGINEER's understanding of the ability of each of the secondary treatment processes to be optimized for incorporation into a long-range plan for the treatment plant.

ENGINEER will begin the operational assessment by updating the Biowin process model already created for the plant. The Biowin model will be used to assess impacts of varying influent loadings and flow rates and variations in treatment approach. It will also be used to simulate adjustments in existing sludge return rates and aeration within the aeration tanks and the biological selector tank, leading to recommendations for process modifications.

ENGINEER will provide an operations specialist onsite periodically to make observations and assess the

performance of the secondary treatment system. The operations specialist will work with the OWNER's operations staff to review operational procedures related to the plant's aeration system, mixed liquor suspended solids (MLSS) concentration, biological selector, return sludge rate, sludge settleability, and secondary settling tank performance. Adjustments to the aeration rate, return sludge rate, and preserving and/or re-establishing the anoxic zone in the biological selector will be some of the means of assessing the plant's performance. The MLSS concentration will be adjusted, if possible, to determine the variability of solids inventory that can be maintained without causing solids overflow in the final clarifiers.

The operations specialist will provide input to OWNER's staff related to data collection and record-keeping that may be necessary to complete the facility assessment. After review of operational data and on-site observation, ENGINEER will work with the OWNER in making agreed-upon process modifications for improving secondary treatment performance.

1.1.2 Technical Memorandum No. 1

ENGINEER will develop and document recommendations for improvement of the secondary treatment system, and their results, in Technical Memorandum No. 1, which will be submitted to the OWNER as a reference document to be utilized throughout the rest of the project.

1.2 Alternatives Analysis

The screening evaluation as part of the scope of services will consider alternative improvements for increasing the plant's overall hydraulic capacity, along with increased biosolids treatment and disposal, to meet projected future NPDES Permit requirements. In consideration of the Sanitary Sewer System Master Plan completed in 2013, the goal will be to provide an effective solution for increased treatment capacity and reduced SSO discharges. ENGINEER will reconsider process options that were previously screened in the 2013 Facility Plan, along with other potential options. Results of the screening evaluation will be summarized and presented in a workshop with the OWNER.

1.2.1 Alternatives Screening Workshop (Workshop No. 1)

The ENGINEER and OWNER will compare the WWTP's capabilities to anticipated NPDES effluent limits and discuss potential capital and operational treatment modifications to meet future needs. The goal of this workshop is to shortlist up to four treatment process alternatives or combination of alternatives that could be used to expand the plant, and agree-on objective and subjective evaluation criteria to be used for comparing the alternatives. These four process alternatives will then be evaluated in greater detail under Task 2.2. ENGINEER will prepare meeting minutes and distribute them to those in attendance.

1.2.2 Plant Expansion Alternatives Evaluation

The four treatment plant expansion scenarios identified during Workshop No. 1 will be evaluated on a conceptual planning level basis, utilizing the findings of the 2013 Facility Plan and the BIOACTIFLO™ Basis of Design Report. This will include a revised non-cost rating system with a more in-depth evaluation of existing WWTP components, whether they are to be continued in operation, upgraded, or eliminated. The general advantages and disadvantages of the existing WWTP components and their applicability to each new process alternative will be noted. The evaluations and the findings from the recently completed BIOACTIFLO™ Basis of Design Report will result in revised assessments of the four WWTP expansion scenarios. A new composite non-cost rating system that accounts for the above will be developed. Based on projected treatment capacities of each process alternative, ENGINEER's preliminary Opinion of Probable Construction Cost of each alternative will then be developed. A recommendation for a preferred alternative will then be adopted for implementation.

1.2.3 Alternatives Evaluation Workshop (Workshop No. 2)

ENGINEER will present the findings of the Plant Expansion Alternatives Evaluation at Workshop No. 2. The goal of this workshop is to evaluate the shortlisted treatment process alternatives that could be used to expand the plant and compare them based on objective and subjective evaluation criteria. The shortlisted process alternatives and the recommended alternative will then be described in the Amended Wastewater Treatment Plant Facility Plan, Task 3, below. ENGINEER will prepare meeting minutes and distribute them to those in attendance.

1.2.4 Liquids Treatment Recommended Alternative Optimization Analysis

An alternative optimization analysis will be performed on the recommended liquids treatment process alternative, which will include upgrades to the existing WWTP or connections from existing facilities to a new WWTP (depending on the recommended alternative), upgrades to equalization storage, and a new wet weather pump station. The combination of influent storage, wet weather pumping, and WWTP capacity that is projected to reduce discharges from and/or eliminate the SSO will be evaluated and optimized to develop specific improvement capacities and preliminary design.

The recommended alternative optimization analysis will determine the optimum capacity and cost-effectiveness of the combination of the existing plant, any expanded or new plant improvements, and equalization storage capacity, to the extent that each of these components is included in the recommended alternative.

1.2.5 Wastewater Treatment Plant Visits

ENGINEER will accompany OWNER to visit other wastewater treatment plants for the purpose of consideration and evaluation of treatment processes and technologies applicable for OWNER's WWTP upgrades. An allowance of 24 hours is included in the Scope of Services for plant visits.

1.3 Prepare Amended Wastewater Treatment Plant Facility Plan Report

ENGINEER will develop an Amended Wastewater Treatment Plant Facility Plan Report, the culmination of Phase 1 of this Agreement, that summarizes the results of the evaluation of treatment alternatives, including descriptions of each alternative along with supporting conceptual-level graphics and ENGINEER'S preliminary Opinion of Probable Construction Cost for each alternative, and an implementation schedule for the recommended alternative. ENGINEER will compile and summarize all relevant project data and analytical results used to develop the findings, conclusion, and project recommendations within the Amended Facility Plan Report. The Report will reference known deficiencies of the existing WWTP and recommended WWTP improvements. ENGINEER, with input from OWNER, will develop a proposed Capital Improvement Plan (CIP) schedule for recommended plant improvements. ENGINEER will prepare and deliver a draft version of the Amended Wastewater Treatment Plant Facility Plan Report in both electronic and hard copy format for review and comment.

ENGINEER will attend a review meeting with OWNER to receive and review comments provided by OWNER. Upon inclusion of review comments, ENGINEER will update the Report and deliver four final draft copies to the OWNER in hard copy format and one copy in electronic file (pdf) format. An additional hard copy will be submitted to Ohio EPA for review and approval.

ENGINEER will attend a City Commission meeting to present the Amended Facility Plan and respond to questions from the Commissioners.

1.3.1 Coordination with Ohio EPA

After review of the Amended Wastewater Treatment Plant Facility Plan Report, ENGINEER will meet with OWNER and Ohio EPA to discuss the recommendations in the Report. The primary topic for the meeting with the Ohio EPA will be the updated WWTP process recommendations to meet projected future treatment demands and deal with future SSO discharges. ENGINEER will address comments from the OWNER/Ohio EPA meeting and coordinate responses with OWNER into the final Amended Facility Plan Report.

2. Preliminary Engineering Report (PER), Phase 2

Upon its acceptance of the Amended Wastewater Treatment Plant Facility Plan by the OWNER and approval by Ohio EPA, ENGINEER will begin development of the Preliminary Engineering Report (PER) of WWTP improvements, Phase 2 of this Agreement, which will establish the basis of design for the Project. The PER will more fully identify the improvements that were recommended in the approved Amended Facility Plan (Phase 1), and will provide more details and equipment selections to implement the needed upgrades and their

associated costs.

The PER, Phase 2, will be based on the recommended liquids and solids process alternatives from Phase I. The development of the PER will include the following tasks:

2.1 WWTP Upgrade – Preliminary Design

ENGINEER will develop calculations, design data, and drawings that will serve as preliminary design documents related to the selected treatment process from the Amended Facility Plan. Preliminary design will include in-depth evaluation and identification of required equipment and capacities of the treatment process, such as preliminary treatment, pumping/conveyance, primary treatment, secondary treatment, tank volumes, effluent disinfection, biosolids management, and in-plant piping systems. A preliminary site plan will be developed along with other drawings, listed below.

Coordination of proposed new treatment processes with upgraded existing treatment plant facilities will be addressed, with connecting infrastructure proposed and shown on the preliminary site plan. Preliminary calculations of system hydraulics will show how wastewater must be conveyed and/or pumped through the treatment plant.

ENGINEER will identify specific upgrades necessary to enhance the operability and efficiency of the existing WWTP facilities and to meet regulatory requirements consistent with the recommendations in the Amended Facility Plan Report. WWTP improvements will be consistent with Ten States Standards, 2004 Edition, including the following treatment processes and facilities, as applicable to the selected treatment process:

1. Raw Sewage Pump Station, including screening facilities
2. Grit and Grease removal facility
3. Primary Settling Tanks, including flow splitting
4. Aeration Tanks, including blowers and aeration system
5. Activated sludge operational control
6. Secondary Settling Tanks, including flow splitting and weir brushes and covers
7. Hydraulic Wasting Tank
8. Disinfection
9. Effluent flow meter
10. Post-aeration
11. Biosolids management
12. Pumps
 - a. Drainage pumps
 - b. Hydraulic wasting pumps
 - c. Return activated sludge pumps
 - d. Supernatant oxidation effluent and return sludge pumps
 - e. Effluent pumps
13. Plant flushing water system
14. Waste streams from sludge thickening, sludge dewatering, and other sources
15. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, storm water, and interconnecting piping
16. SCADA system for the WWTP, including remote monitoring and control, and the human/machine interface (HMI)
 - a. Development of a preliminary Process and Instrumentation Diagram (P&ID) to serve as a process flow diagram and general basis for treatment process control.
 - b. Development of a preliminary I&C system architecture describing the proposed programmable logic controllers (PLCs), SCADA/HMI approach, and control networks.
 - c. Description of proposed SCADA system.
17. Natural gas supply
18. Building heating system
 - a. Evaluation of the condition of the system, ventilation code compliance of affected spaces, and central heating system's potential for expansion to serve new proposed facilities.
19. Electrical power feed to and between facilities and replacement of obsolete electrical equipment

2.1.1 Preliminary Design Drawings

Preliminary design drawings will be developed for the PER. The following 12 drawings are anticipated:

1. Site Plan
2. Piping Plan
3. Equalization Basin Pump Station Plan
4. Headworks Building Plan
5. Hydraulic Profile
6. Liquids Treatment System – Partial Site Plan
7. Biosolids Processing – Partial Site Plan
8. UV Disinfection Facilities Layout
9. Electrical Conceptual One-Line Diagram
10. Electrical Classification Site Plan
11. Automation System Architecture including SCADA/HMI, and Networks
12. Process and Instrumentation Diagram (P&ID)

2.2 Prepare PER

ENGINEER will develop the draft PER that compiles and summarizes all relevant project data and analytical results used to develop the findings, conclusion, and project recommendations. The Report will include a description of recommended plant improvements. ENGINEER, with input from the OWNER, will develop a preliminary Engineer's Opinion of Probable Construction Cost for the recommended plant improvements.

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

ENGINEER will attend one City Commission meeting to present the PER and respond to questions from the Commissioners.

The PER shall not include the following items that are covered by the Amended Facility Plan, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER:

- Analysis of current or historic WWTP raw sewage data.
- Evaluation of treatment process alternatives other than the recommended alternative.
- Condition assessment of existing facilities and/or other wastewater system assets.
- Analysis of other facilities not listed under Task 4.1 above.
- Evaluation of alternative biosolids processes, dewatering, or disposal practices.

3. Kick-off Meeting, Project Management, and Quality Control

3.1 Kick-off Meeting

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

3.2 Project Management and Quality Control

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

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

- Coordinate with ENGINEER's Operations Specialist during the Existing Facility Operational Assessment to adjust treatment parameters and procedures and to keep records of treatment plant

performance.

- Review data and drafts of Technical Memoranda No. 1, the Draft Amended Wastewater Treatment Plant Facility Plan, and Draft PER prepared by ENGINEER, and provide review comments in a timely manner, and attend project meetings.
- Perform any sampling and laboratory analyses deemed necessary for assessing plant performance.

The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Task Description	Estimated Start Date	Estimated Completion Date
Task 1 - Amended Wastewater Treatment Plant Facility Plan, Phase 1	March 31, 2014	December 2, 2014
1.1 – Data Collection and Evaluation	March 31, 2014	August 5, 2014
1.1.1 – Existing Facility Operational Assessment and Optimization	March 31, 2014	August 5, 2014
1.1.2 – Technical Memo No. 1	June 30, 2014	July 25, 2014
1.2 – Alternatives Analysis	March 31, 2014	July 18, 2014
1.2.1 – Alternatives Screening – Workshop No. 1	April 28, 2014	
1.2.2 – Plant Expansion Alternatives Evaluation	April 29, 2014	July 3, 2014
1.2.3 – Alternatives Evaluation – Workshop No. 2	July 11, 2014	
1.2.4 – Liquids Treatment Recommended Alternative Optimization Analysis	July 14, 2014	July 18, 2014
1.3 – Prepare Amended Wastewater Treatment Plant Facility Plan Report	July 14, 2014	December 2, 2014
Draft Report Review Meeting	September 5, 2014	
1.3.1 – Coordination with Ohio EPA	September 8, 2014	September 12, 2014
Ohio EPA Amended Facility Plan Approval	September 8, 2014	November 7, 2014
Submit Final Amended Facility Plan	November 21, 2014	
Presentation of Amended Facility Plan to City Commission	December 2, 2014	
Task 2 – Preliminary Engineering Report (PER), Phase 2	December 1, 2014	August 28, 2015
2.1 – WWTP Upgrade – Preliminary Design	December 1, 2014	February 13, 2015
2.2 – Prepare PER	February 16, 2015	May 8, 2015
Draft PER Review Meeting	May 15, 2015	
Ohio EPA PER Approval	May 22, 2015	August 14, 2015
Submit Final PER	August 28, 2015	
Task 3 – Kick-off Meeting, Project Management & Quality Control	March 31, 2014	August 28, 2015
Kick-off Meeting	March 31, 2014	

The payment for services rendered by ENGINEER shall be as set forth below:

The total estimated "not-to-exceed" fee for the Amended Scope of Services is \$352,600. The table below shows the total estimated fee for each task, including the total amended "not-to-exceed" amount.

Task Description	Estimated Fee
Task 1 – Amended Wastewater Treatment Plant Facility Plan	\$142,400
1.1 – Data Collection & Evaluation, Existing Facility Operational Assessment & Optimization, & Technical Memorandum No. 1	\$35,200
1.2 – Alternatives Analysis	\$67,900
1.3 – Prepare Amended Wastewater Treatment Plant Facility Plan	\$39,300
Task 2 – Preliminary Engineering Report	\$132,700
2.1 – WWTP Preliminary Design	\$77,200
2.2 – Prepare PER	\$55,500
Task 3 – Kick-off Meeting, Project Management & Quality Control	\$22,900
Total Estimated Amount for Amended Services	\$298,000
Original Agreement Amount	\$89,300
Amount Expended on Original Agreement	\$54,600
Amount Remaining from Original Agreement	\$34,700
Additional Amount Required to Complete Amended Services	\$263,300
Amendment No. 1 Agreement Amount	\$352,600

ENGINEER will invoice the services performed based on Exhibit C, ENGINEER's Fee Schedule for Professional Services (attached).

Section 4

Recommendations

The BIOACTIFLO™ pilot testing at the Piqua WWTP was successful in demonstrating the effectiveness of the BIOACTIFLO™ process for wet weather wastewater treatment in general. It is a proven treatment process when and where environmental conditions are favorable for its implementation. These include influent wastewater characteristics that are representative of local conditions, tested and proven brands and dosages of coagulant and polymer, facilities sized for the valid testing process, feasible incorporation into the overall wastewater treatment processes at the plant, and a solids inventory within the existing WWTP sufficient to feed the BIOACTIFLO™ process with an ongoing volumetric flow rate of biomass to sustain the treatment process over an extended period of time during a major storm event.

High rate treatment at Piqua's WWTP was previously anticipated to be the most cost-effective means of treating wastewater to eliminate the SSO; however, scaling up the pilot testing findings to full-scale application presents a significant constraint to successfully implement BIOACTIFLO™. After extended review of the pilot data and historical plant data of WWTP performance, CDM Smith has determined that the biomass required for successful operation of the BIOACTIFLO™ process will likely not be consistently available in sufficient quantities at the WWTP.

The WWTP has been successfully operated in compliance with its NPDES permit at a lower MLSS concentration than what is required by the BIOACTIFLO™ process. Operational modifications that could be proposed to increase the solids inventory would not be adequate to meet the fairly high design conditions for this process, as documented in Section 3.4.

4.1 Recommendations

The BIOACTIFLO™ pilot testing program has demonstrated that the biomass requirements of this process may not be met at Piqua's WWTP unless a change in operational strategy can be made at the plant.

The pilot test accomplished what it was intended to do – provide an answer to whether BIOACTIFLO™ remains as a viable treatment alternative for wet weather flows in Piqua. Because of the limitations at the existing WWTP (due to a combination of the existing loading and the processes in place), this alternative should be re-evaluated and compared to other liquid treatment alternatives previously considered, and possibly others. It is necessary to re-evaluate the City of Piqua's options with regard to future wastewater treatment requirements and SSO elimination to determine the best, most cost-effective alternative. This would entail a review of the design criteria, and advantages and disadvantages, of the remaining three alternatives. Another review process may also identify a further unnamed alternative for consideration.

At least two or three of the alternatives evaluated during development of the Facility Plan included significant improvements to the existing WWTP – either for expansion or for upgrade for more effective treatment. These alternatives should be evaluated in more depth to document in more detail the improvements that may be applicable to more than one alternative. This review will shed more light on the specific upgrades and their projected cost that would lead toward preliminary design.

It is our recommendation that an Amendment to the Facility Plan be authorized considering the results of the BIOACTIFLO™ pilot test and impacts to the existing plant, to develop a final recommendation for WWTP improvements. The Facility Plan Amendment project scope could be developed to acknowledge the needed re-evaluation for the project, and to reaffirm the goal of compliance with the terms of Piqua's NPDES permit. Further, based on an agreed-upon project approach, the Facility Plan Amendment could be a report that combines the goals of the original Facility Plan and the Preliminary Engineering Report (PER) that has already been authorized by the City, such that the Facility Plan Amendment would replace the originally planned PER. There may not be a need for an additional report (the PER); instead, there would be an updated Facility Plan that incorporates the preliminary engineering scope and features that were intended for the PER. The Facility Plan Amendment could become the basis for final design of WWTP improvements.



John R. Kasich, Governor
 Mary Taylor, Lt. Governor
 Craig W. Butler, Director

March 28, 2014

RE: City of Piqua
 General Correspondence
 Correspondence
 NPDES
 Miami
 1PD00008*SD

Mr. Dave Burtner, Director of Utilities
 City of Piqua
 201 West Water Street
 Piqua, Ohio 45356

**Subject: City of Piqua Wastewater Treatment Plan
 NPDES Schedule of Compliance Extension**

Dear Mr. Burtner:

Ohio EPA has reviewed your March 5, 2014 letter regarding a Compliance Schedule Extension Request for the city of Piqua's Wastewater Treatment Plant (WWTP). In this letter, you provided the following revised schedule milestone achievement dates for items identified in Part I, C – Schedule of Compliance of the city of Piqua's NPDES Permit. These dates are given in the last column of Table 1, below. The proposed dates are consistent with those discussed at our meeting in the city of Piqua on February 7, 2014.

NPDES Schedule of Compliance Activity	Part I, C – Schedule of Compliance ¹	Proposed Milestone Achievement
Ohio EPA approval of Permit to Install Application for WWTP Improvements	October 1, 2015	October, 2017
Begin Construction of WWTP Improvements	May 31, 2016	March, 2018
End Construction of WWTP Improvements	April 30, 2018	February, 2020

Table 1 – Revised SSO Elimination Milestones. ¹Source: NPDES Permit 1PD00008*SD.

After consideration of the proposal of an extension to the compliance dates, Ohio EPA requested three priority items be considered as interim projects in a letter dated February 25, 2014 (see Table 2). These projects were proposed to be completed by the end of 2014. In your March 5th letter, it was requested that the project that enables the full use of the existing equalization basin be permitted to be completed beyond 2014.

Additionally, an alternative schedule for flow equalization basin(s) improvement was presented. The rationale provided for an alternative schedule included: operational challenges, obtaining funding, and an unknown selected alternative. This proposed schedule does reflect a commitment by the city of Piqua to implement final solution(s) for flow equalization considerations prior to completion of other upgrades identified/selected in the Amended Facility Plan. These interim activity items along with their respective completion targets are provided in Table 2 below as proposed in your letter.

Item No. ¹	Interim Activity	Ohio EPA Requested Interim Activity Completion	Proposed Interim Activity Achievement
1	Installation of third siphon barrel under the Great Miami River on the City's West Interceptor	December 31, 2014	December 2104
2b	Evaluation of internal bottlenecks and process improvement alternatives and implementation of cost-effective process improvements at the WWTP	December 31, 2014	December 2104
3	Installation of influent screens that meet or exceed the requirements for land application of biosolids	December 31, 2014	December 2014
2a	Full use of existing Flow Equalization Basin's 3 million gallon storage capacity.	December 31, 2014	<i>(See the following bulleted items.)</i>
Alternative Flow Equalization Schedule	<ul style="list-style-type: none"> Ohio EPA approval of Amended Facility Plan 	----	December 2014
	<ul style="list-style-type: none"> Detailed design of Equalization Basin Improvements 	----	January 2015 - December 2015
	<ul style="list-style-type: none"> Ohio EPA approval of Equalization Basin detailed design documents (Permit to Install)² 	----	September 2015 – December 2015
	<ul style="list-style-type: none"> Bidding, award, and construction of Equalization Basin improvements 	----	January 2016 thru December 2016.

Table 2 – Interim Milestones for granting an extension to the current NPDES Schedule of Compliance in 1PD00008*SD. ¹Item numbers correspond to those in Ohio EPA letter dated February 25, 2014. ²New NPDES Part I, C- Schedule of Compliance Milestone to be included in a modification of 1PD00008*SD for Compliance Schedule Extension.

The time extension request for the remaining Compliance Milestones in Part I, C – Schedule of Compliance relating to the Elimination of the SSO (as indicated in Table 1 of this letter) is acceptable provided that the Interim Activities identified in Table 2, inclusive of the Alternative Flow Equalization Schedule, are implemented. Please note that Ohio EPA's approval of Equalization Basin detailed design documents or approvable Permit-to-Install Item will become a specific milestone in a NPDES modification extending the current compliance schedule. In order for Ohio EPA to initiate this modification request to the city of Piqua's NPDES permit, submit an NPDES modification request form with the appropriate fee. The modification request form can be obtained at the following link:

http://www.epa.ohio.gov/Portals/35/permits/NPDES_ModForm.pdf

If you have any comments and/or questions, please do not hesitate to call me at (937) 285-6033 or write me at glen.vonderembse@epa.ohio.gov.

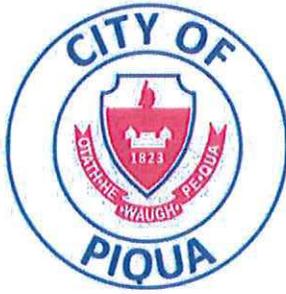
Sincerely,



Glen Vonderembse, PE
Environmental Engineer II
Division of Surface Water

GV/tb

ec: Amy Havenar, PE, City of Piqua
Dave Davis, City of Piqua
Todd Brandenburg, City of Piqua
Mark George, PE, CDM-Smith
Bob Yoxthimer, PE, CDM-Smith
Jeff Macomber, PE, CDM-Smith



CITY OF PIQUA, OHIO

David T. Burtner – Director of Utilities
201 West Water Street • Piqua, Ohio 45356
(937) 778-2054 • FAX (937) 778-5165
E-Mail: dburtner@piquaoh.org

March 5, 2014

Mr. Glen Vonderembse, PE
Environmental Engineer II
Division of Surface Water
Ohio EPA
Southwest District Office
401 East Fifth Street
Dayton OH 45402-2911

Subject: NPDES Permit 1PD00008*SD Compliance Schedule Extension Request

Dear Mr. Vonderembse:

Thank you for responding to the City of Piqua's request for revisions to the City's Wastewater Treatment Plant NPDES Permit Compliance Schedule and for discussing this topic with us during our conference call on Tuesday, March 4, 2014. The City of Piqua is pleased to demonstrate our commitment to optimize the performance of our municipal wastewater treatment plant (WWTP) and to maintain consistent compliance with our NPDES Permit.

Our original request was discussed during our meeting with you on February 7, 2014, and included the following revisions to the NPDES Permit Compliance Schedule:

Activity	Proposed Date of Achievement
Ohio EPA approval of PTI application for WWTP improvements	October 2017
Begin construction of WWTP improvements	March 2018
Complete construction of WWTP improvements	February 2020

Your letter dated February 25, 2014, indicated preliminary approval of the above compliance schedule extension revisions, contingent upon demonstrated progress in achieving the following environmental goals related to the wastewater treatment and collection system:

1. Installation of the third siphon barrel across the Great Miami River on the City's West Interceptor to eliminate a collection system bottleneck at that location;

Mr. Glen Vonderembse, PE
March 5, 2014

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2. Maximizing the utilization of the existing treatment works, including the following:
 - a. Full use of the existing Flow Equalization Basin's 3.0-million-gallon (MG) storage capacity;
 - b. Evaluation of internal bottlenecks and process improvement alternatives and implementation of cost-effective process improvements at the WWTP;
3. Installation of influent screens that meet or exceed the requirements for screening for land application of sewage sludge.

Your letter stated that all of the above goals should be achieved by the end of 2014. The City of Piqua is already making progress on the above goals, and is requesting a timetable revision to one of them.

Regarding item no. 1 above, we are in the design phase of the third siphon project for the West Interceptor. Construction is expected to begin by late summer this year, and construction completion is expected by the end of the year.

Regarding item no. 3, we have already ordered a new influent screen to replace the existing screen. This screen should be installed by the end of this summer, and revisions to the screen bypass channel are also planned.

Item no. 2a as described in your letter is not achievable by the end of this year, and we are requesting further consideration of a revised timetable for its completion. We agree that full use of the existing Equalization Basin's 3.0-MG capacity is desirable, and it is one of several wastewater treatment and storage alternatives that we are evaluating. However, the amended Facility Plan that we are proposing may include an evaluation of other alternatives that could impact a final decision on how much equalization storage the City will need, including the possibility of a second Equalization Basin. This would affect the needed capacity of the wet weather pump station that would be used to fill both Equalization Basins.

The amended Facility Plan will also include evaluation of treatment alternatives that could affect the volume of storage needed versus the treatment capacity of the main WWTP, and it is still too early to know the recommended volume that we will install. Further, the City has based its project financing plans on the construction of the WWTP improvements at a later date than what is suggested by your letter; the financing for even a temporary improvement is not in place at this time.

Installation of a temporary pump station and piping to fill the existing Equalization Basin has potential negative consequences, such as freezing of pipes and pumps during extended cold weather such as has occurred this winter. It would also be a significant cost to the City, only to be replaced by a properly designed, permanent facility later.

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March 5, 2014

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Because of the above facts, the City of Piqua is requesting reconsideration of a revised timetable for completion of Equalization Basin improvements. Evaluation of improvement alternatives planned for the amended Facility Plan would delay the implementation of Equalization Basin improvements. The amended Facility Plan recommendations are not yet known. *However, the City proposes to prioritize the recommendations from the amended Facility Plan to allow Equalization Basin improvements to be completed prior to completion of other WWTP improvements.* The following table outlines this proposal:

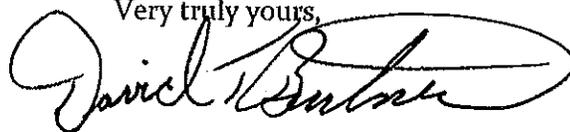
Activity	Proposed Dates of Achievement
Ohio EPA approval of Amended Facility Plan	December 2014
Detailed design of Equalization Basin improvements	January 2015 – August 2015
Ohio EPA approval of Equalization Basin detailed design documents	September 2015 – December 2015
Bidding, award, and construction of Equalization Basin improvements	January 2016 – December 2016

Regarding item 2b of the activities requested by Ohio EPA, the evaluation of WWTP internal bottlenecks and process improvement alternatives and implementation of cost-effective process improvements, we intend to complete and implement this task in 2014.

Summarizing, the City of Piqua intends to achieve compliance with goals listed above in items 1, 2b, and 3 by the end of 2014. We request approval for compliance with item 2a according to the timetable presented in the above table, including completion of construction of Equalization Basin improvements by the end of 2016.

Thank you for your attention to this important matter.

Very truly yours,



David T. Burtner
Director of Utilities
City of Piqua

cc: David Davis
Amy Havenar
Robert Yoxthimer
Jeff Macomber
Mark George

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this ____ day of _____, 2014 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the City of Piqua, Ohio ("OWNER") dated May 31, 2013, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wastewater Treatment Plant, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Project Description

ENGINEER will provide professional engineering services to amend the Wastewater Treatment Plant Facility Plan dated April 2013 (hereinafter, 2013 Facility Plan). The Scope of Services contained herein is based on ENGINEER's understanding of the OWNER's needs, familiarity with the work to be performed, and discussions with OWNER's staff.

The 2013 Facility Plan recommended that the BIOACTIFLO™ process be implemented for the WWTP liquids stream process expansion by performing pilot testing before full-scale design and implementation. Pilot testing was performed and the BIOACTIFLO™ Pilot Testing Basis of Design Report was prepared. The results of the BIOACTIFLO™ Pilot Testing Basis of Design Report recommended that the BIOACTIFLO™ process be re-evaluated along with the other alternatives originally considered, and potentially other alternative liquid stream processes. ENGINEER will incorporate the findings of the BIOACTIFLO™ Pilot Testing Basis of Design Report into the Amended Facility Plan. Accordingly, the 2013 Facility Plan will be amended as described below.

1. Amended Wastewater Treatment Plant Facility Plan, Phase 1

1.1 Data Collection and Evaluation completed under the 2013 Facility Plan will not be re-developed under this amended scope of services (Amended Facility Plan).

- Existing flow records, collection system condition assessments, and WWTP capacities and condition as determined by the 2013 Facility Plan will be acknowledged and will be the basis of the re-evaluation of liquid stream treatment alternatives.
- Projected future wastewater flow and strength based on potential development and service area expansion (in conjunction with the completed Sanitary Sewer System Master Plan) will be the same as projected in the 2013 Facility Plan.
- The results of the already-completed Task 1 - Data Collection and Evaluation will be incorporated into the Amended Facility Plan by reference.

1.1.1 Existing Facility Operational Assessment and Optimization

ENGINEER assessed the condition of existing facilities and equipment to determine what should be saved and integrated into the improvements and what should be abandoned and replaced as part of the 2013 Facility Plan. That assessment included the review of the general structural condition, equipment, electrical, and

instrumentation components.

The operational assessment and optimization for the amended Facility Plan will be focused on improving the secondary treatment process operations in an effort to promote better sludge settleability. ENGINEER will first meet with the OWNER's management, operations, and maintenance staff during the kick-off meeting to gain information that will aid in the ENGINEER's understanding of the ability of each of the secondary treatment processes to be optimized for incorporation into a long-range plan for the treatment plant.

ENGINEER will begin the operational assessment by updating the Biowin process model already created for the plant. The Biowin model will be used to assess impacts of varying influent loadings and flow rates and variations in treatment approach. It will also be used to simulate adjustments in existing sludge return rates and aeration within the aeration tanks and the biological selector tank, leading to recommendations for process modifications.

ENGINEER will provide an operations specialist onsite periodically to make observations and assess the performance of the secondary treatment system. The operations specialist will work with the OWNER's operations staff to review operational procedures related to the plant's aeration system, mixed liquor suspended solids (MLSS) concentration, biological selector, return sludge rate, sludge settleability, and secondary settling tank performance. Adjustments to the aeration rate, return sludge rate, and preserving and/or re-establishing the anoxic zone in the biological selector will be some of the means of assessing the plant's performance. The MLSS concentration will be adjusted, if possible, to determine the variability of solids inventory that can be maintained without causing solids overflow in the final clarifiers.

The operations specialist will provide input to OWNER's staff related to data collection and record-keeping that may be necessary to complete the facility assessment. After review of operational data and on-site observation, ENGINEER will work with the OWNER in making agreed-upon process modifications for improving secondary treatment performance.

1.1.2 Technical Memorandum No. 1

ENGINEER will develop and document recommendations for improvement of the secondary treatment system, and their results, in Technical Memorandum No. 1, which will be submitted to the OWNER as a reference document to be utilized throughout the rest of the project.

1.2 Alternatives Analysis

The screening evaluation as part of the scope of services will consider alternative improvements for increasing the plant's overall hydraulic capacity, along with increased biosolids treatment and disposal, to meet projected future NPDES Permit requirements. In consideration of the Sanitary Sewer System Master Plan completed in 2013, the goal will be to provide an effective solution for increased treatment capacity and reduced SSO discharges. ENGINEER will reconsider process options that were previously screened in the 2013 Facility Plan, along with other potential options. Results of the screening evaluation will be summarized and presented in a workshop with the OWNER.

1.2.1 Alternatives Screening Workshop (Workshop No. 1)

The ENGINEER and OWNER will compare the WWTP's capabilities to anticipated NPDES effluent limits and discuss potential capital and operational treatment modifications to meet future needs. The goal of this workshop is to shortlist up to four treatment process alternatives or combination of alternatives that could be used to expand the plant, and agree-on objective and subjective evaluation criteria to be used for comparing the alternatives. These four process alternatives will then be evaluated in greater detail under Task 2.2. ENGINEER will prepare meeting minutes and distribute them to those in attendance.

1.2.2 Plant Expansion Alternatives Evaluation

The four treatment plant expansion scenarios identified during Workshop No. 1 will be evaluated on a conceptual planning level basis, utilizing the findings of the 2013 Facility Plan and the BIOACTIFLO™ Basis of Design Report. This will include a revised non-cost rating system with a more in-depth evaluation of existing WWTP components, whether they are to be continued in operation, upgraded, or eliminated. The

general advantages and disadvantages of the existing WWTP components and their applicability to each new process alternative will be noted. The evaluations and the findings from the recently completed BIOACTIFLO™ Basis of Design Report will result in revised assessments of the four WWTP expansion scenarios. A new composite non-cost rating system that accounts for the above will be developed. Based on projected treatment capacities of each process alternative, ENGINEER's preliminary Opinion of Probable Construction Cost of each alternative will then be developed. A recommendation for a preferred alternative will then be adopted for implementation.

1.2.3 Alternatives Evaluation Workshop (Workshop No. 2)

ENGINEER will present the findings of the Plant Expansion Alternatives Evaluation at Workshop No. 2. The goal of this workshop is to evaluate the shortlisted treatment process alternatives that could be used to expand the plant and compare them based on objective and subjective evaluation criteria. The shortlisted process alternatives and the recommended alternative will then be described in the Amended Wastewater Treatment Plant Facility Plan, Task 3, below. ENGINEER will prepare meeting minutes and distribute them to those in attendance.

1.2.4 Liquids Treatment Recommended Alternative Optimization Analysis

An alternative optimization analysis will be performed on the recommended liquids treatment process alternative, which will include upgrades to the existing WWTP or connections from existing facilities to a new WWTP (depending on the recommended alternative), upgrades to equalization storage, and a new wet weather pump station. The combination of influent storage, wet weather pumping, and WWTP capacity that is projected to reduce discharges from and/or eliminate the SSO will be evaluated and optimized to develop specific improvement capacities and preliminary design.

The recommended alternative optimization analysis will determine the optimum capacity and cost-effectiveness of the combination of the existing plant, any expanded or new plant improvements, and equalization storage capacity, to the extent that each of these components is included in the recommended alternative.

1.2.5 Wastewater Treatment Plant Visits

ENGINEER will accompany OWNER to visit other wastewater treatment plants for the purpose of consideration and evaluation of treatment processes and technologies applicable for OWNER's WWTP upgrades. An allowance of 24 hours is included in the Scope of Services for plant visits.

1.3 Prepare Amended Wastewater Treatment Plant Facility Plan Report

ENGINEER will develop an Amended Wastewater Treatment Plant Facility Plan Report, the culmination of Phase 1 of this Agreement, that summarizes the results of the evaluation of treatment alternatives, including descriptions of each alternative along with supporting conceptual-level graphics and ENGINEER'S preliminary Opinion of Probable Construction Cost for each alternative, and an implementation schedule for the recommended alternative. ENGINEER will compile and summarize all relevant project data and analytical results used to develop the findings, conclusion, and project recommendations within the Amended Facility Plan Report. The Report will reference known deficiencies of the existing WWTP and recommended WWTP improvements. ENGINEER, with input from OWNER, will develop a proposed Capital Improvement Plan (CIP) schedule for recommended plant improvements. ENGINEER will prepare and deliver a draft version of the Amended Wastewater Treatment Plant Facility Plan Report in both electronic and hard copy format for review and comment.

ENGINEER will attend a review meeting with OWNER to receive and review comments provided by OWNER. Upon inclusion of review comments, ENGINEER will update the Report and deliver four final draft copies to the OWNER in hard copy format and one copy in electronic file (pdf) format. An additional hard copy will be submitted to Ohio EPA for review and approval.

ENGINEER will attend a City Commission meeting to present the Amended Facility Plan and respond to questions from the Commissioners.

1.3.1 Coordination with Ohio EPA

After review of the Amended Wastewater Treatment Plant Facility Plan Report, ENGINEER will meet with OWNER and Ohio EPA to discuss the recommendations in the Report. The primary topic for the meeting with the Ohio EPA will be the updated WWTP process recommendations to meet projected future treatment demands and deal with future SSO discharges. ENGINEER will address comments from the OWNER/Ohio EPA meeting and coordinate responses with OWNER into the final Amended Facility Plan Report.

2. Preliminary Engineering Report (PER), Phase 2

Upon its acceptance of the Amended Wastewater Treatment Plant Facility Plan by the OWNER and approval by Ohio EPA, ENGINEER will begin development of the Preliminary Engineering Report (PER) of WWTP improvements, Phase 2 of this Agreement, which will establish the basis of design for the Project. The PER will more fully identify the improvements that were recommended in the approved Amended Facility Plan (Phase 1), and will provide more details and equipment selections to implement the needed upgrades and their associated costs.

The PER, Phase 2, will be based on the recommended liquids and solids process alternatives from Phase 1. The development of the PER will include the following tasks:

2.1 WWTP Upgrade – Preliminary Design

ENGINEER will develop calculations, design data, and drawings that will serve as preliminary design documents related to the selected treatment process from the Amended Facility Plan. Preliminary design will include in-depth evaluation and identification of required equipment and capacities of the treatment process, such as preliminary treatment, pumping/conveyance, primary treatment, secondary treatment, tank volumes, effluent disinfection, biosolids management, and in-plant piping systems. A preliminary site plan will be developed along with other drawings, listed below.

Coordination of proposed new treatment processes with upgraded existing treatment plant facilities will be addressed, with connecting infrastructure proposed and shown on the preliminary site plan. Preliminary calculations of system hydraulics will show how wastewater must be conveyed and/or pumped through the treatment plant.

ENGINEER will identify specific upgrades necessary to enhance the operability and efficiency of the existing WWTP facilities and to meet regulatory requirements consistent with the recommendations in the Amended Facility Plan Report. WWTP improvements will be consistent with Ten States Standards, 2004 Edition, including the following treatment processes and facilities, as applicable to the selected treatment process:

1. Raw Sewage Pump Station, including screening facilities
2. Grit and Grease removal facility
3. Primary Settling Tanks, including flow splitting
4. Aeration Tanks, including blowers and aeration system
5. Activated sludge operational control
6. Secondary Settling Tanks, including flow splitting and weir brushes and covers
7. Hydraulic Wasting Tank
8. Disinfection
9. Effluent flow meter
10. Post-aeration
11. Biosolids management
12. Pumps
 - a. Drainage pumps
 - b. Hydraulic wasting pumps
 - c. Return activated sludge pumps
 - d. Supernatant oxidation effluent and return sludge pumps
 - e. Effluent pumps
13. Plant flushing water system
14. Waste streams from sludge thickening, sludge dewatering, and other sources

15. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, storm water, and interconnecting piping
16. SCADA system for the WWTP, including remote monitoring and control, and the human/machine interface (HMI)
 - a. Development of a preliminary Process and Instrumentation Diagram (P&ID) to serve as a process flow diagram and general basis for treatment process control.
 - b. Development of a preliminary I&C system architecture describing the proposed programmable logic controllers (PLCs), SCADA/HMI approach, and control networks.
 - c. Description of proposed SCADA system.
17. Natural gas supply
18. Building heating system
 - a. Evaluation of the condition of the system, ventilation code compliance of affected spaces, and central heating system's potential for expansion to serve new proposed facilities.
19. Electrical power feed to and between facilities and replacement of obsolete electrical equipment

2.1.1 Preliminary Design Drawings

Preliminary design drawings will be developed for the PER. The following 12 drawings are anticipated:

1. Site Plan
2. Piping Plan
3. Equalization Basin Pump Station Plan
4. Headworks Building Plan
5. Hydraulic Profile
6. Liquids Treatment System – Partial Site Plan
7. Biosolids Processing – Partial Site Plan
8. UV Disinfection Facilities Layout
9. Electrical Conceptual One-Line Diagram
10. Electrical Classification Site Plan
11. Automation System Architecture including SCADA/HMI, and Networks
12. Process and Instrumentation Diagram (P&ID)

2.2 Prepare PER

ENGINEER will develop the draft PER that compiles and summarizes all relevant project data and analytical results used to develop the findings, conclusion, and project recommendations. The Report will include a description of recommended plant improvements. ENGINEER, with input from the OWNER, will develop a preliminary Engineer's Opinion of Probable Construction Cost for the recommended plant improvements.

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

ENGINEER will attend one City Commission meeting to present the PER and respond to questions from the Commissioners.

The PER shall not include the following items that are covered by the Amended Facility Plan, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER:

- Analysis of current or historic WWTP raw sewage data.
- Evaluation of treatment process alternatives other than the recommended alternative.
- Condition assessment of existing facilities and/or other wastewater system assets.
- Analysis of other facilities not listed under Task 4.1 above.
- Evaluation of alternative biosolids processes, dewatering, or disposal practices.

3. Kick-off Meeting, Project Management, and Quality Control

3.1 Kick-off Meeting

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

3.2 Project Management and Quality Control

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

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:
 - Coordinate with ENGINEER's Operations Specialist during the Existing Facility Operational Assessment to adjust treatment parameters and procedures and to keep records of treatment plant performance.
 - Review data and drafts of Technical Memoranda No. 1, the Draft Amended Wastewater Treatment Plant Facility Plan, and Draft PER prepared by ENGINEER, and provide review comments in a timely manner, and attend project meetings.
 - Perform any sampling and laboratory analyses deemed necessary for assessing plant performance.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Task Description	Estimated Start Date	Estimated Completion Date
Task 1 - Amended Wastewater Treatment Plant Facility Plan, Phase 1	March 31, 2014	December 2, 2014
1.1 – Data Collection and Evaluation	March 31, 2014	August 5, 2014
1.1.1 – Existing Facility Operational Assessment and Optimization	March 31, 2014	August 5, 2014
1.1.2 – Technical Memo No. 1	June 30, 2014	July 25, 2014
1.2 – Alternatives Analysis	March 31, 2014	July 18, 2014
1.2.1 – Alternatives Screening – Workshop No. 1	April 28, 2014	
1.2.2 – Plant Expansion Alternatives Evaluation	April 29, 2014	July 3, 2014
1.2.3 – Alternatives Evaluation – Workshop No. 2	July 11, 2014	
1.2.4 – Liquids Treatment Recommended Alternative Optimization Analysis	July 14, 2014	July 18, 2014
1.3 – Prepare Amended Wastewater Treatment Plant Facility Plan Report	July 14, 2014	December 2, 2014
Draft Report Review Meeting	September 5, 2014	
1.3.1 – Coordination with Ohio EPA	September 8, 2014	September 12, 2014
Ohio EPA Amended Facility Plan Approval	September 8, 2014	November 7, 2014
Submit Final Amended Facility Plan	November 21, 2014	
Presentation of Amended Facility Plan to City Commission	December 2, 2014	
Task 2 – Preliminary Engineering Report (PER), Phase 2	December 1, 2014	August 28, 2015
2.1 – WWTP Upgrade – Preliminary Design	December 1, 2014	February 13, 2015
2.2 – Prepare PER	February 16, 2015	May 8, 2015
Draft PER Review Meeting	May 15, 2015	
Ohio EPA PER Approval	May 22, 2015	August 14, 2015
Submit Final PER	August 28, 2015	
Task 3 – Kick-off Meeting, Project Management & Quality Control	March 31, 2014	August 28, 2015
Kick-off Meeting	March 31, 2014	

4. The payment for services rendered by ENGINEER shall be as set forth below:

The total estimated “not-to-exceed” fee for the Amended Scope of Services is \$352,600. The table below shows the total estimated fee for each task, including the total amended “not-to-exceed” amount.

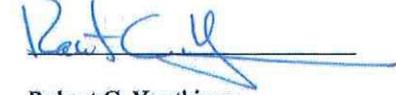
Task Description	Estimated Fee
Task 1 – Amended Wastewater Treatment Plant Facility Plan	\$142,400
1.1 – Data Collection & Evaluation, Existing Facility Operational Assessment & Optimization, & Technical Memorandum No. 1	\$35,200
1.2 – Alternatives Analysis	\$67,900
1.3 – Prepare Amended Wastewater Treatment Plant Facility Plan	\$39,300
Task 2 – Preliminary Engineering Report	\$132,700
2.1 – WWTP Preliminary Design	\$77,200
2.2 – Prepare PER	\$55,500
Task 3 – Kick-off Meeting, Project Management & Quality Control	\$22,900
Total Estimated Amount for Amended Services	\$298,000
Original Agreement Amount	\$89,300
Amount Expended on Original Agreement	\$54,600
Amount Remaining from Original Agreement	\$34,700
Additional Amount Required to Complete Amended Services	\$263,300
Amendment No. 1 Agreement Amount	\$352,600

ENGINEER will invoice the services performed based on Exhibit C, ENGINEER’s Fee Schedule for Professional Services (attached).

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER



Robert C. Yoxthimer

DATE: 3/21/14

OWNER

Gary A. Huff

DATE: _____

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

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

<u>LABOR CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES</u>	
Professional I	\$110.00
Professional II	\$130.00
Senior Professional	\$165.00
Principal	\$185.00
Associate/ Officer	\$245.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
Technician	\$75.00
Drafter	\$100.00
Senior Drafter	\$125.00
<u>FIELD SERVICES</u>	
Professional	\$100.00
Senior Professional	\$125.00
<u>PROJECT SUPPORT SERVICES</u>	
Project Administration	\$90.00

2. Direct Costs:

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

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

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

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

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

Reproduction:

\$0.10/copy for standard page-sized documents

\$1/copy for blueprints

\$2/copy for sepias

\$10/copy for Mylars

\$6/sheet for CADD Vellum

\$16/sheet for CADD Mylars

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

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

3. In the event that performance of the services under this Agreement is delayed past December 31, 2014, for reasons beyond the control of ENGINEER or because the scope of such services is changed, the amounts set forth herein shall be subject to adjustment.



John R. Kasich, Governor
 Mary Taylor, Lt. Governor
 Craig W. Butler, Director

February 25, 2014

Mr. Dave Burtner
 Director of Utilities
 City of Piqua
 201 West Water Street
 Piqua, Ohio 45356

**RE: City of Piqua Wastewater
 Treatment Plant
 Letter
 NPDES Program
 Miami County
 1PD00008*SD**

Subject: City of Piqua, Compliance Schedule Extension Request

Dear Mr. Burtner:

In a meeting held on February 7, 2014, between the city of Piqua, CDM-Smith and Ohio EPA, a time extension request of the Schedule of Compliance in Part I – C of the city of Piqua Wastewater Treatment Plant's NPDES Discharge Permit, 1PD00008*SD was received by Ohio EPA. The requested extension affects only the Municipal Sanitary Sewer Overflow (SSO) Schedule. This section of the Facility's NPDES permit provides the following milestones and achievement dates for items yet to be completed.

Activity	Date of Achievement
Approvable Permit-to-Install submission to eliminate the SSO.	October 1, 2015
Begin construction on projects to eliminate the SSO.	May 31, 2016
End construction on projects to eliminate the SSO.	April 30, 2018

NPDES Permit 1PD00008*SD, Part I, C – Schedule of Compliance Current Compliance Milestone Dates

The proposed revision to the NPDES Compliance Schedule result in the following proposed dates of achievement to fully eliminate the SSO.

Activity	Proposed Date of Achievement
Ohio EPA PTI Approval	October, 2017
Begin Construction	March, 2018
End Construction	February, 2020

Proposed Revisions to the Part I, C – Schedule of Compliance of NPDES Permit 1PD00008*SD,

Ohio EPA has considered the request by the city of Piqua for a time extension for completion of items identified in the above tables. If Ohio EPA is willing to grant approval to such a request; it is imperative that certain progress be made. Ohio EPA's expectation is that, at minimum, the following three items need to be completed by the end of 2014:

1. Complete the installation of a third siphon barrel on the existing West Interceptor to eliminate an identified collection system bottleneck.
2. Maximize the utilization of the existing treatment works, to include:
 - a. Full use of the existing Flow Equalization basin storage capacity.
 - b. Evaluate internal bottlenecks and find opportunities for process improvements. Also, implement straightforward/cost effective process improvements.
3. Install screens that can meet or exceed the requirements for screening for land application of sewage sludge.

Also, a modification request must be submitted to this office of Ohio EPA for proposed Schedule of Compliance changes. This modification request shall contain the necessary forms and any associated fees for processing this request. Along with your modification request, provide a response to this letter with a schedule for the above items.

If you have any comments and/or questions, please do not hesitate to call me at (937) 285-6033 or write me at glen.vonderembse@epa.ohio.gov.

Sincerely,



Glen Vonderembse, PE
Environmental Engineer II
Division of Surface Water

GV/tb

cc: Amy Havenar, PE, City of Piqua
Dave Davis, City of Piqua
Todd Brandenburg, City of Piqua
Bob Yoxthimer, PE, CDM-Smith
Mark George, PE, CDM-Smith
Jeff Macomber, PE, CDM-Smith

RESOLUTION NO. R-61-14

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE
OF A PORTION OF LOCK NINE PARK AND LINEAR PARK TO
THE PIQUA ARTS COUNCIL AND MAINSTREET PIQUA**

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

SEC. 1: The City Manager is hereby authorized to permit the Piqua Arts Council and Mainstreet Piqua on June 14, 2014, June 28, 2014, and July 28, 2014 to use Lock Nine Park and Linear Park (including a portion of E. Water Street from Spring Street to Harrison Street) as the location of the Rock Piqua! Riverfront Concert Series, upon the condition that the Piqua Arts Council and Mainstreet Piqua obtains liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000 and complies with the terms of the attached Lease Agreement. The rental fee for this lease shall be \$1.00 and other valuable consideration.

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

ROCK PIQUA! RIVERFRONT CONCERT SERIES

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____ 2014, by and between the City of Piqua (CITY) and the Piqua Arts Council and Mainstreet Piqua (ASSOCIATION) as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Association on the days of June 14, 2014, June 28, 2014, and July 26, 2014 the Lock Nine Park and portions of the Linear Park public park facilities, and a portion of the Water Street public right of way from Spring Street to Harrison Street, as more specifically shown on the attached Exhibit 'A'.

Section 2: The Association shall occupy and use the leased premises solely for the purposes of the Rock Piqua! Riverfront Concert Series and related activities, as more specifically shown on the attached Exhibit 'B'.

Section 3: The Association shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000 per event or \$3,000,000 aggregate for bodily injury or property damage or for liability for acts of the Association or its agents, employees, licensees, or invitees, including operations, products and contemplated operations. Proof of coverage shall be provided to the City of Piqua.

The association will include the following as additional insureds: The City of Piqua, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

The City of Piqua shall be issued a certificate of insurance in the amount not less than stated above. The certificate of insurance shall specify that the City of Piqua, its elected of and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members including employees, agents and volunteers thereof are added by endorsement as additional insureds.

All performers and vendors at the celebration shall provide proof of liability coverage in the same amount and include the City of Piqua as an additional insured. The Association shall not permit any performer or vendor without the proper liability insurance coverage.

Section 4: The Association shall indemnify, hold harmless and defend the City of Piqua, Ohio, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Piqua, Ohio, its officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Association, the City of Piqua, Ohio, their officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Association's or City of Piqua's obligations pursuant to this contract.

ROCK PIQUA! RIVERFRONT CONCERT SERIES

LEASE AGREEMENT

Section 5: The Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Section 6: This agreement shall not be assignable.

Section 7: The Association and all performers and vendors shall comply with all inspections and obtain any permits required prior to operation, including any full time or on-site security, at the Association's expense.

Section 8: No Association contract with any performer or vendor shall place any liability upon the City.

Section 9: The Association shall be responsible for basic clean-up of the facilities after the conclusion of each Rock Piqua! Riverfront Concert Series event.

Executed as of the above-referenced date by:

CITY OF PIQUA

MAINSTREET PIQUA

Gary A. Huff, City Manager

Lorna Swisher, Executive Director

PIQUA ARTS COUNCIL

Jordan Knepper, Executive Director

EXHIBIT A

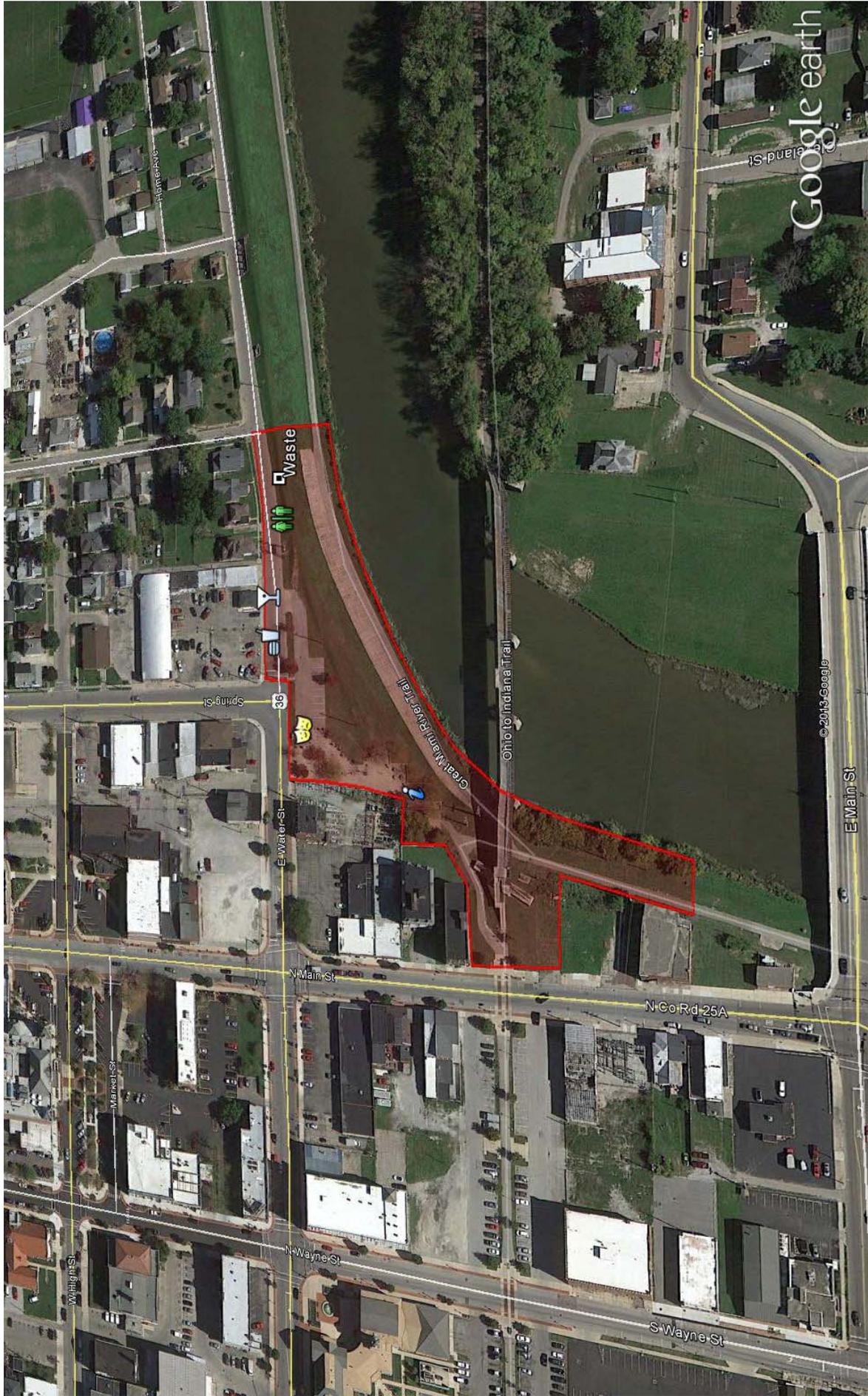


EXHIBIT B

ROCK PIQUA! Riverfront Concert Series

A Piqua Arts Council and Mainstreet Piqua Program

Vision

A series of summer music events that...

- Attracts people to the riverfront area to raise the profile of the river corridor and the recreational trail system.
- Includes performers who can appeal to a wide age group and attract an audience from within and beyond the local community; e.g., local up and coming bands/performers from throughout the region.
- Incorporates beer and wines sales and specialty food vendor items.
- Raises funds to support the Piqua Arts Council and Mainstreet Piqua organizations.

Program Concept

Piqua Arts Council and Mainstreet Piqua will collaborate with local supporters to organize and provide a high quality outdoor summer music series that includes food and drink offerings. The series of events will take place in an around the Lock Nine Park area near the Great Miami River for the purpose of highlighting the recreation opportunities that exist on and along the river corridor.

The Rock Piqua! Riverfront Concert Series Planning Committee will be responsible for the general coordination of the event and solicitation of proposals and sponsorships and the committee will include representation from Piqua Arts Council and Mainstreet Piqua and the community at large. For the purpose of facilitating the event Piqua Arts Council and Mainstreet Piqua will serve as the contracting and fiduciary agencies and more or less share equal responsibility and or recognition and or financial gain occurring as a result of the planning, promotion, production, and execution of the music series of events. The specific task and roles to be filled by each organization will be as determined by the Planning Committee and agreed to as reasonable and appropriate by the Executive Director of each agency.

It is envisioned the program scope and coordination efforts will work as follows:

Location

The location of the event will be at the bend in the Great Miami River near where the river intersects with the multi-use recreational trail and in close proximity to the downtown area (the Lock Nine Park and surrounding area).

Dates/Times

A series of music events will be held on multiple dates throughout the summer. The event will take place on Saturday and the music performance will begin at approximately 7:00 P.M. and end at approximately 11:00 P.M. In general the dates will begin in June and run through early August and attempt to avoid conflicts with other community events or other major attractions taking place within the immediate region. The determination of whether or not another event or attraction constitutes a conflict to be avoided will be at the discretion of the Planning Committee.

EXHIBIT B

ROCK PIQUA! Riverfront Concert Series

Performers

The Planning Committee will identify performers that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular act before any talent is contracted to perform at any of the music series event dates.

Food

The event will be used to showcase signature food items prepared and provided by locally owned and operated restaurants. Restaurateurs with experience pairing food items that pair well with alcoholic beverages will be the preferred choice to provide food service at the event. The goal is to cross promote local restaurant establishments that are most likely to appeal to the event audience so that the local business may realize financial gain and greater brand awareness as a result of participating in the event.

Should there be a lack of interest or desirable options available locally, other vendors providing quality food items deemed suitable for the event will be considered. Service clubs, church groups, and other not-for profit organizations that offer food items as a fundraiser for their organization are not necessarily the targeted food vendors for this event.

The number of food vendors permitted to provide food service and the types of foods to be offered at each event will be limited to ensure each participating vendor a greater probability of profitability. A participation fee and contract determined appropriate by the Planning Committee will be required of each participating food vendor. The Planning Committee will identify food vendors that may be suitable for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer food service at the music series event dates.

Drink

The event will include soda and water, and beer and wine sales, and the beverage sales will be used to provide a source of income to the event. The Planning Committee will identify the beverage vendor option or options best suited for the scale, location, and budget defined for the event and come to a consensus on the appropriateness of a particular vendor before any entity is contracted to offer beverage service at any of the music series event dates.

Other

The event will require a temporary liquor license, security services, stage and equipment rentals, advertising, portable restrooms, portable barricades, and other incidental items.

EXHIBIT B
ROCK PIQUA! Riverfront Concert Series

Sponsorships

The goal is to provide the event to the community without requiring an admission fee. To achieve that goal sponsorships and other monetary support may be required. The Planning Committee will seek financial support from the community as deemed necessary and appropriate.

Roles and Responsibilities

It is understood that for an event of this scale to be successful the roles and responsibilities of all involved in executing the event must be clearly defined and understood. The following outlines the anticipated duties that each of the identified roles is expected to fulfill.

Roles and Responsibilities

Authorized Agent – Duties include providing the authoring signature on contracts and other documents to be executed and or provided in conjunction with the event.

Assignment: Piqua Arts Council

Food Coordinator - Duties include coordination with food vendors, and oversight of planning and execution of food preparation, sales, and clean-up needs, incidental to the event.

Assignment: Mainstreet Piqua

Beverage Coordinator - Duties include coordination with beverage vendors, and oversight of planning and execution of beverage preparation, sales, and clean-up needs, incidental to the event.

Assignment: Piqua Arts Council

Entertainment Coordinator - Duties include coordination with performing artist and audio/lighting/stage engineers, and oversight of planning and execution of engineer's audio/lighting/stage set-up, operation, and tear-down, and artist's pre-show, in-show, and post show needs, and any other ancillary entertainment activities, incidental to the event.

Assignment: Piqua Arts Council

Facilities Coordinator - Duties include coordination with sanitation, refuse, security, and electric service vendors/providers, and oversight of planning and execution of the set-up, operation, and tear-down, and security personnel pre-show, in-show, and post show needs, incidental to the event.

Assignment: Mainstreet Piqua

Marketing Coordinator - Duties include coordination of creation and publishing of print and electronic promotion and advertising materials, and media communication needs, incidental to the event.

Assignment: Piqua Arts Council/Mainstreet Piqua

Event Volunteers - Volunteers will be assigned to work under the direction of an event coordinator to assist with the completion of the task incidental to the coordinator's responsibilities.

ROCK PIQUA! Riverfront Concert Series

Assignment: Mainstreet Piqua

Anticipated Schedule

<u>START</u>	<u>FINISH</u>	<u>TASK</u>
10:00 AM	NOON	STAGE/ROOF SET UP
NOON	3:00 PM	AUDIO/LIGHTING LOAD IN AND SET UP
3:00 PM	6:00 PM	BACKGROUND MUSIC/LIGHT PROGRAMING AND FOCUS
5:15 PM	6:00 PM	OPENING ACT LOAD IN AND SET UP (ON STAGE)
6:00 PM	6:20 PM	OPENING ACT SOUND CHECK
6:20 PM	7:00 PM	BACKGROUND MUSIC/PRE-SHOW ANNOUNCEMENTS
7:00 PM	8:30 PM*	OPENING ACT PERFORMANCE
7:45 PM *	8:30 PM*	HEADLINE ACT LOAD IN (OFF STAGE PREP AREA)
8:30 PM *	9:15 PM*	HEADLINE ACT SET UP AND SOUND CHECK
9:15 PM *	11:00 PM	HEADLINE ACT PERFORMANCE
11:00 PM	12:30 AM	AUDIO/LIGHTING STRIKE AND LOAD OUT
TBD		STAGE STRIKE

* ACTUAL PERFORMANCE TIMES TBD ONCE ARTISTS ARE CONFIRMED

RESOLUTION NO. R-62- 14

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

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

WHEREAS, a petition requesting the vacation and replatting of a portion of platted public right of way known as an alley located east of Nicklin Avenue in the vicinity of Ann Street, as shown in Exhibit "A" attached hereto, has been filed with the Clerk of Commission;

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

SEC. 1: This Commission hereby intends to vacate and replat a portion of platted public right of way known as an alley located east of Nicklin Avenue in the vicinity of Ann Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #14

MEETING DATE	April 15, 2014		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION OF INTENT TO VACATE PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to vacate a platted portion of an alley right of way in the vicinity of Nicklin Avenue and Ann Street. The subject right of way is bordered by property owned by the applicant on both sides.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	Approving the resolution will forward the request to the Planning Commission for study and recommendation.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to declare intent to vacate and forward the item to the Planning Commission for consideration.	
	2.	Defeat the resolution and deny the request to consider the petition to vacate the subject right of way.	
PROJECT TIMELINE	April 15, 2014 – City Commission – Declare Intent to Vacate May 13, 2014 – Planning Commission – Public Hearing May/June 2014 - City Commission – Reading of Ordinance		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	Site Plan Application petitioning to vacate the subject right of way		

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- 1. Applicant's Name PIQUA CITY SCHOOL DISTRICT
CURT SOUTH Phone # 937.773.4321
- Applicant's Address 719 E. ASH STREET
- 2. Owner's Name BOARD OF EDUCATION/PCSD Phone # 937.773.4321
- 3. Type of legal interest held by applicant PROPERTY OWNER
- 4. Location of Public Right-Of-Way Vacation request 807 NICKLIN AVE, PIQUA

5. Describe the reason for the requested Vacation of Public Right-Of-Way
REQUEST TO RE-ROUTE ALLEY TO ALLOW FOR THE
CONSTRUCTION OF A NEW INTERMEDIATE SCHOOL

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

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>RONALD BRANDYBERRY</u>		

Signature of Applicant  Date 04.09.14
CURT SOUTH, PIQUA CITY SCHOOLS

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

\$100.00 Fee Paid 100.00 Date Fee Paid 4-9-14
 Receipt No. 211293 Res. No. _____

Exhibit 'A'

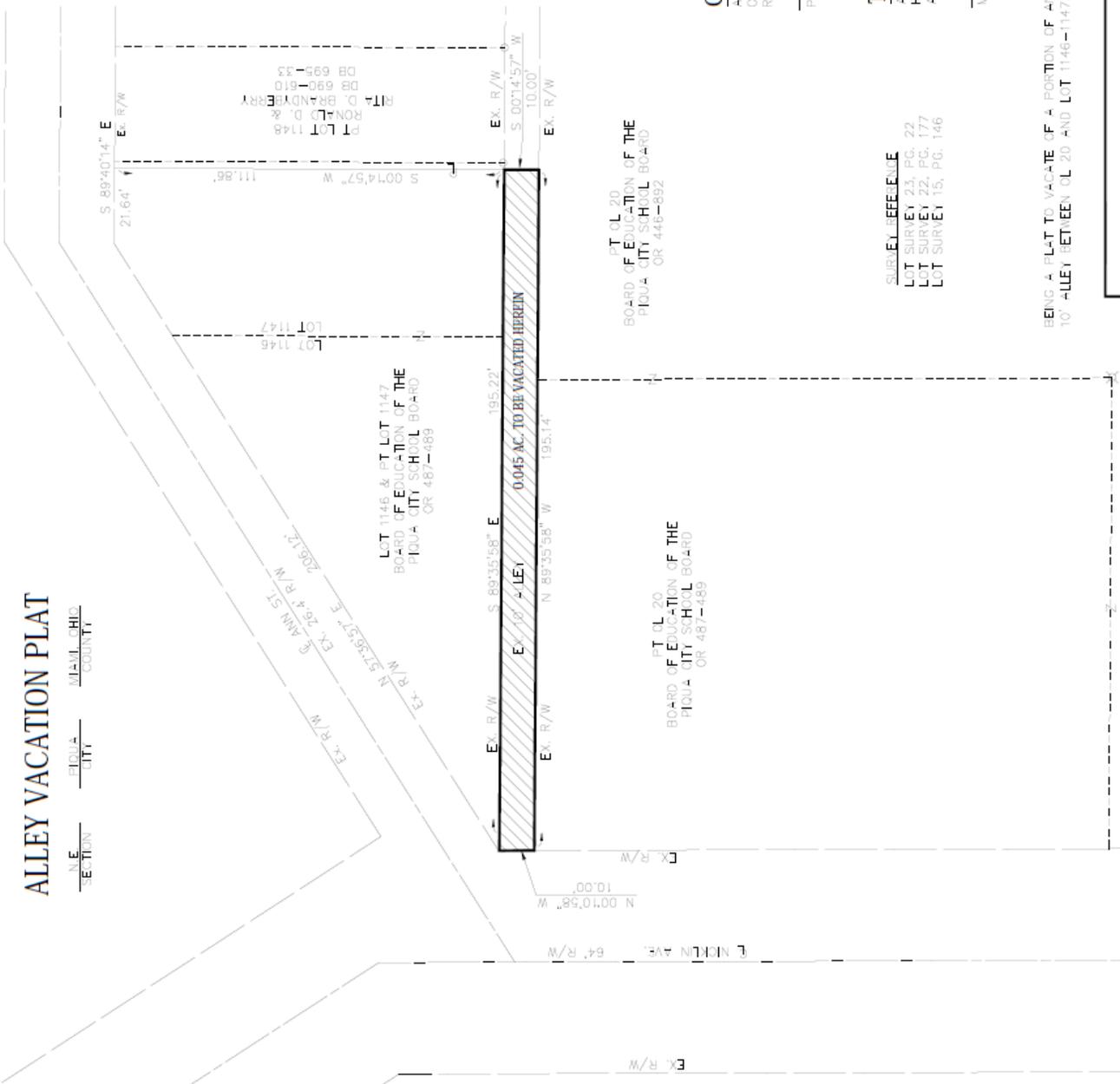
ALLEY VACATION PLAT

SECTION _____ CITY _____ COUNTY _____

PLAT BOOK _____ PLAT _____
 COUNTY RECORDS RECORD
 THIS PLAT IS TO BE
 FILED FOR RECORD THIS _____ DAY
 OF _____ 20____ AT _____ A.
 FILE No. _____ FEE _____

EXEMPT FROM RECORDING BY ORDER OF THE
 COUNTY CLERK

TRANSMITTED THIS _____ DAY OF _____ 20____
 BY _____ COUNTY CLERK



LEGEND

- 5/8" X 30" REBAR
- W/4" PILE
- IRON PIN FOUND
- MAG NAIL SET
- P.K. NAIL FOUND
- IRON PIPE FOUND
- ⊗ RAILROAD SPIRE FOUND
- ▨ ALLEY TO BE VACATED



THE BEARINGS ARE BASED ON
 NAD 83 CORRS 98 ADJUSTED
 (E.D. 2012, CHD SOUTH ZONE
 CDOT VRS CORRS NETWORK)



CITY OF PIQUA PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF PIQUA,
 OHIO, HELD THIS _____ DAY OF _____ 20____ THIS PLAT WAS
 REVIEWED AND APPROVED.

PREZIDENT _____ SECRETARY _____

THE CITY COMMISSION OF THE CITY OF PIQUA

AT A MEETING OF THE CITY COMMISSION OF THE CITY OF PIQUA, OHIO,
 HELD THIS _____ DAY OF _____ 20____ THIS PLAT WAS
 APPROVED BY ORDINANCE NO. _____

MAYOR _____ CLERK _____

SURVEY REFERENCE
 LOT SURVEY 23, PG. 22
 LOT SURVEY 22, PG. 177
 LOT SURVEY 15, PG. 146

LOT 20
 BOARD OF EDUCATION OF THE
 PIQUA CITY SCHOOL BOARD
 OR 446-892

LOT 20
 BOARD OF EDUCATION OF THE
 PIQUA CITY SCHOOL BOARD
 OR 487-489

BEING A PLAT TO VACATE A PORTION OF AN EXISTING
 10' ALLEY BETWEEN LOT 20 AND LOT 1146-1147.

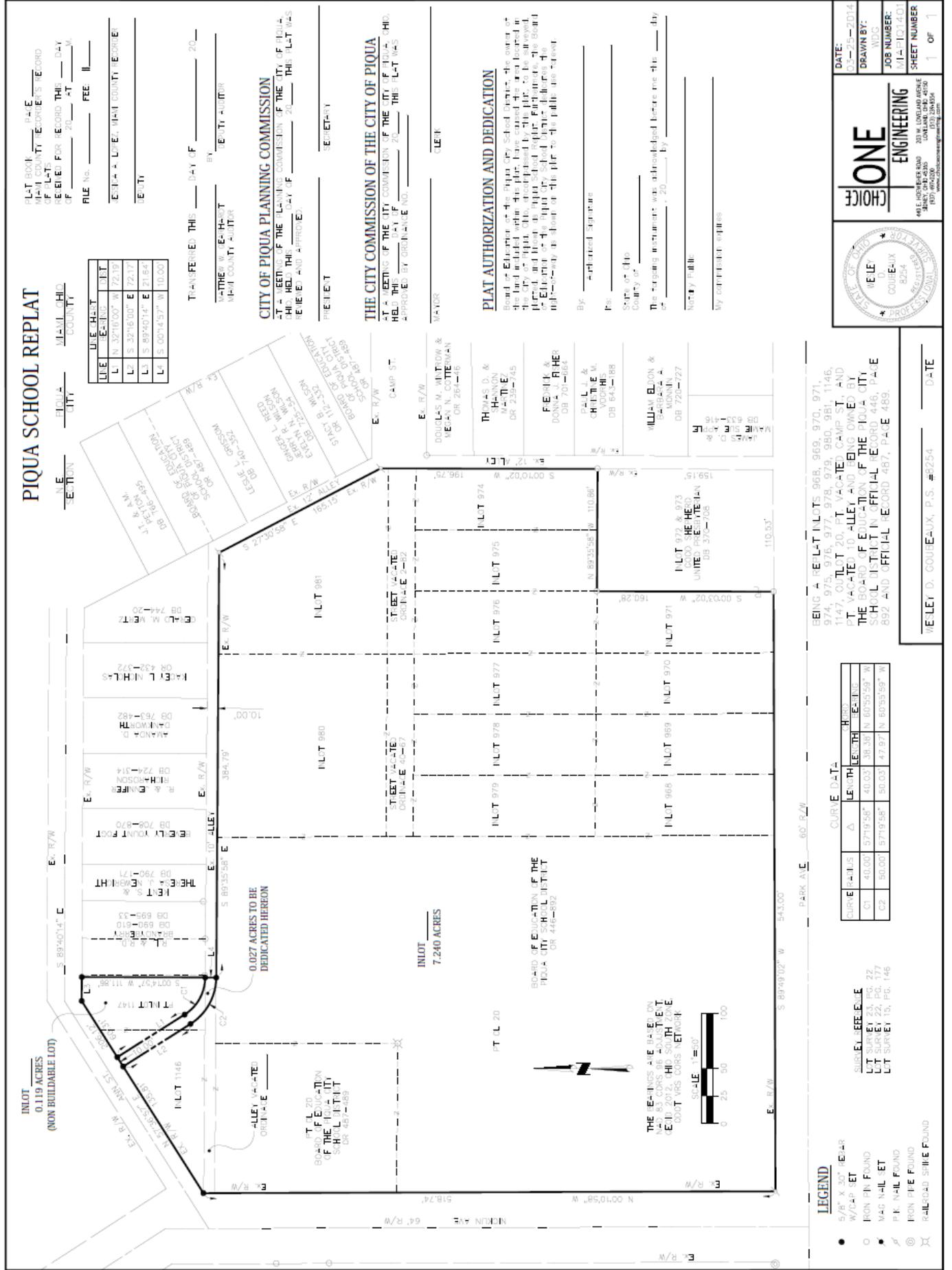


DATE: 03-20-2014
 DRAWN BY: WDG
 JOB NUMBER: 114701401
 SHEET NUMBER: 1 OF 1

ONE CHOICE ENGINEERING
 442 E. HANCOCK ROAD
 PIQUA, OHIO 45359
 (937) 472-2200
 www.onechoiceengineering.com

WESLEY D. GOUBEAUX, P.S. #8254 _____ DATE _____

Exhibit 'A'



RESOLUTION NO. R- 63-14

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

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

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

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

SEC. 1: This Commission hereby intends to vacate a portion of platted public right of way known as an alley located between Campbell Street and Downing Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #15

MEETING DATE	April 15, 2014		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION OF INTENT TO VACATE PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to vacate a platted portion of an alley right of way between Campbell Street and Downing Street. The subject right of way is bordered by property owned by the applicant on both sides.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:	Approving the resolution will forward the request to the Planning Commission for study and recommendation.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to declare intent to vacate and forward the item to the Planning Commission for consideration.	
	2.	Defeat the resolution and deny the request to consider the petition to vacate the subject right of way.	
PROJECT TIMELINE	April 15, 2014 – City Commission – Declare Intent to Vacate May 13, 2014 – Planning Commission – Public Hearing May/June 2014 - City Commission – Reading of Ordinance		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	Application petitioning to vacate the subject right of way		

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name Gary Febver, Adjutant
American Legion Post 184 Phone # 937-773-9085
 Applicant's Address 301 W. Water St., Piqua, Oh 45356
2. Owner's Name American Legion Post 184 Phone # 937-773-9085
3. Type of legal interest held by applicant Property owner
4. Location of Public Right-Of-Way Vacation request Alley between Campbell St. and Downing St (300 block of W. Water St., behind American Legion)
5. Describe the reason for the requested Vacation of Public Right-Of-Way
Minimize traffic and increase parking area.
6. Property owners adjacent to Right-Of-Way to be vacated.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>City of Piqua</u>	<u></u>	<u></u>
<u>American Legion Post 184</u>	<u>301 W. Water St.</u>	
<u></u>	<u></u>	<u></u>

Signature of Applicant  Date 3-31-14

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

\$100.00 Fee Paid _____ Date Fee Paid _____
 Receipt No. _____ Res. No. _____

Exhibit 'A'



RESOLUTION NO. R-64-14

**A RESOLUTION URGING OHIO VOTERS TO SUPPORT
STATE ISSUE 1, RENEWAL OF THE STATE CAPITAL
IMPROVEMENTS PROGRAM, ON THE MAY 6, 2014
BALLOT**

WHEREAS, Ohio local communities are in continuing need of support for vital road, bridge, sewer, water and other infrastructure projects, and;

WHEREAS, Ohio has in place a state program of support for local communities which not only helps to fund infrastructure projects, but also creates large numbers of construction and allied jobs, and;

WHEREAS, the Ohio State Capital Improvements Program has successfully provided support for more than 11,500 such projects and resulting job creation since its inception in 1987, and;

WHEREAS, Issue 1 on the May 6, 2014 statewide ballot provides Ohio voters with the opportunity to renew the program by authorizing issuance of \$1.875 billion in capital improvement bonds, and;

WHEREAS, no new taxes are required to fund repayment of the bonds;

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

SEC. 1: This City Commission declares its support for State Issue 1, and urges Ohio voters to cast their votes in support of continuing the infrastructure improvement and job creation Issue 1 will foster;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 15, 2014			
REPORT TITLE	A RESOLUTION URGING OHIO VOTERS TO SUPPORT STATE ISSUE 1, RENEWAL OF THE STATE CAPITAL IMPROVEMENTS PROGRAM, ON THE MAY 6, 2014 BALLOT.			
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Assistant City Manager & Finance Director			
	Department: Finance Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
BACKGROUND	<p>The Ohio Public Works Commission (OPWC) provides financing for local public infrastructure improvements through both the State Capital Improvement Program (SCIP) and the Local Transportation Improvement Program (LTIP).</p> <p>The SCIP has provided much needed support for the completion of badly needed road, bridge, sewer and other infrastructure projects in local Ohio communities, with no increase in taxes.</p> <p>Specifically in the City of Piqua, we have benefitted with 25 projects and over \$9 million in OPWC grants since 1990. The largest grant received was \$2.3 million for Phases 1-3 reconstruction of County Rd. 25-A. Other recent improvements to note that were paid for by this program are the E. Ash St. and Broadway/Riverside reconstruction projects.</p>			
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:			
	Expenditure \$:			
	Source of Funds:			
	Narrative:	<p>The current OPWC grant program has saved the City of Piqua over \$9 million in the last 24 years. It's impossible to know the future impact, but we can be sure it would be catastrophic to our community and the State of Ohio if Issue 1 does not pass on May 6, 2014. The statewide ballot provides authorizing issuance of \$1.875 billion in capital improvement bonds.</p>		

OPTIONS	1.	Approve Resolution R-64-14 as presented.
	2.	Deny Resolution R-64-14.
	3.	
PROJECT TIMELINE	We want to encourage our citizens to vote for Issue 1 on May 6, 2014. This will allow the State to continue running this program for another 10 years.	
STAFF RECOMMENDATION	The City of Piqua has greatly benefitted from the OPWC grant program since 1990. At this time, our community support is essential to maintaining this invaluable program. We encourage all voters to approve Issue 1 on May 6, 2014.	
ATTACHMENTS	<p>Exhibit "A" – State of Ohio Issue 1</p> <p>Exhibit "B" – City of Piqua OPWC Grant Awards</p>	

Issue One

Proposed Constitutional Amendment

TO FUND PUBLIC INFRASTRUCTURE CAPITAL IMPROVEMENTS BY PERMITTING THE ISSUANCE OF GENERAL OBLIGATION BONDS

**Proposed by Joint Resolution of the General Assembly
To enact Section 2s of Article VIII of the Constitution of the State of Ohio**

A majority yes vote is required for the adoption of Section 2s.

This proposed amendment would:

1. Authorize the state to issue bonds or other obligations to finance or assist in financing public infrastructure capital improvements for local governments and other governmental entities. Capital improvement projects would be limited to roads and bridges, waste water treatment systems, water supply systems, solid waste disposal facilities, storm water and sanitary collection, storage, and treatment facilities.
2. Determine that such capital improvements are necessary to preserve and expand the public infrastructure, ensure public health, safety and welfare, create and preserve jobs, enhance employment opportunities, and improve the economic welfare of the people of Ohio.
3. Limit the total principal amount of the state general obligations issued under the amendment to no more than \$1.875 billion over a ten-year period, with no more than \$175 million issued in each of the first five fiscal years and no more than \$200 million in each of the next five fiscal years. Any principal amount that could have been issued in any prior fiscal year, but was not issued, may subsequently be issued.
4. Require that obligations issued under this amendment mature no later than thirty (30) years after their date of issuance, and that any obligation issued to retire or refund other obligations mature no later than the permitted maturity date for the obligations being retired or refunded.
5. Authorize the General Assembly to pass laws implementing this amendment, including laws establishing procedures for incurring and issuing obligations, and laws providing for the use of Ohio products, materials, services and labor to the extent possible.

If approved, the amendment shall take effect immediately.

A "YES" vote means approval of the amendment.
A "NO" vote means disapproval of the amendment.

	YES	SHALL THE AMENDMENT BE APPROVED?
	NO	

CERTIFICATION

Acting in my capacity as the secretary of the Ohio Ballot Board, I hereby certify to the Secretary of the State of Ohio that the foregoing text is the explanation prescribed by the Ohio Ballot Board, acting pursuant to Article XVI, Section 1 of the Ohio Constitution and section 3505.062 of the Revised Code of Ohio, for this constitutional amendment proposed by the general assembly for submission to the Ohio electorate at the election to be held on May 6, 2014.

In testimony whereof, I have subscribed my name in Columbus, Ohio, this 19th day of February, 2014.



Jack Christopher
Secretary, Ohio Ballot Board

EXHIBIT "B"

OPWC GRANTS AWARDED TO THE CITY OF PIQUA

GRANT #	PROJECT NAME	AMOUNT	YEAR
CKA16	ROAD	\$69,587.00	1990
CK121	ROAD/SANITARY/STORM	\$205,000.00	1990
CKB12	GREENE ST. RECONSTRUCTION	\$300,000.00	1991
CKC05	CLARK AVE. RECONSTRUCTION	\$375,000.00	1992
CK230	Road	\$240,000.00	1992
CK621	LINCOLN STREET RECONSTRUCTION	\$125,000.00	1993
CK719	WALKER STREET RECONSTRUCTION	\$258,750.00	1993
CKE09	FOREST AVENUE RECONSTRUCTION	\$350,000.00	1994
CKF07	WASHINGTON/PARK AVENUES RECONSTRUCTION	\$150,000.00	1995
CK810	WEST HIGH STREET RECONSTRUCTION & EXPANSION	\$286,600.00	1995
CK907	BOAL AVENUE RECONSTRUCTION	\$180,000.00	1996
CKH09	ECHO LAKE DRIVE RECONSTRUCTION	\$273,000.00	1997
CK27A	BRICE/HANCOCK/SHERIDAN STREET RECONSTRUCTION	\$210,000.00	1998
CKK02	COVINGTON AVE RECONSTRUCTION - PHASE I	\$500,000.00	2000
CKL04	COVINGTON AVE RECONSTRUCTION - PHASE II	\$500,000.00	2001
CK10E	ADAMS STREET STORM SEWER	\$392,000.00	2002
CKN08	BROOK STREET AREA RECONSTRUCTION	\$200,000.00	2003
CKO10	MULBERRY, RENCHE, GLENN RECONSTRUCTION	\$420,000.00	2005
CK08I	MCKINLEY AVENUE RECONSTRUCTION	\$250,000.00	2006
CKR04	COUNTY RD 25-A RECONSTRUCTION - PHASE I	\$1,000,000.00	2007
CK14L	BROADWAY/RIVERSIDE RECONSTRUCTION, PH. I	\$400,000.00	2009
CK18M	BROADWAY (SR 66) RECONSTRUCTION PH I	\$525,000.00	2010
CKV05	EAST ASH STREET RECONSTRUCTION	\$532,568.00	2012
CK09Q	COUNTY ROAD 25-A PHASE II RECONSTRUCTION	\$950,000.00	2013
CKZ10	COUNTY ROAD 25-A PHASE III RECONSTRUCTION	\$400,000.00	2015
		<u>\$9,092,505.00</u>	

RESOLUTION NO. R-65-14

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ACCESS ENGINEERING SOLUTIONS, INC., FOR PROFESSIONAL ENGINEERING SERVICES AS RELATED TO THE RIDGE STREET, GARBRY ROAD, AND HEMM ROAD WATER MAIN IMPROVEMENTS

WHEREAS, The City of Piqua Underground Utilities Department has identified portions of the water distribution system as needing improvement; and

WHEREAS, The City of Piqua Engineering Department issued a Request For Qualifications for professional engineering services related to the design of miscellaneous improvements for the calendar year 2014; and

WHEREAS, Upon careful review of the responses, it has been determined that Access Engineering Solutions, Inc., has the desired experience and qualifications to perform the professional engineering services related to the design of these improvements.

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 contracts with Access Engineering Solutions, Inc., to perform Professional Engineering Services for the design of the Ridge Street, Garbry Road, and Hemm Road Water Main Improvements;

SEC. 2: The cost involved is not to exceed \$65,000 and will be funded by Water Plant budget in 2014;

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 \$65,000;

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 FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 15, 2014			
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting authorization to enter into an agreement with Access Engineering Solutions, Inc., for professional engineering services as related to the Ridge Street, Garbry Road, and Hemm Road water main 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>The three areas identified by the Underground Utilities Department in need of improvement within the City of Piqua Water Distribution System include Ridge Street, Garbry Road, and Hemm Road.</p> <p>Ridge Street was scheduled for improvement upon discovery that it is currently being serviced through a 2" galvanized "water main". In an effort to update the water distribution system to current construction standards, Underground Utilities has scheduled these areas to be replaced with a minimum 8" ductile iron water main ensuring adequate flow, water quality, and reliability.</p> <p>The Garbry Road improvements are necessary to improve flows to the east end of the water distribution system and ensure adequate pipe sizing for current and future development. This improvement will also create a loop for the recently installed US36 water main increasing the quality of water and reliability of service to the east side of Piqua.</p> <p>The Hemm Road water main improvements are critical to supplying adequate flows to the potential elevated water storage site. These improvements will include coordination with the Miami County Engineers Office as they are scheduled to replace the Hemm Road Bridge this Summer while the City of Piqua replaces and increases the size of the water main underneath.</p> <p>Although each of these project fee schedules are below the \$25,000 resolution threshold, the total of the three design projects will exceed \$25,000 and require a resolution.</p> <p>The City of Piqua Engineering Department accepted Requests For Qualifications (RFQs) for the calendar year 2014 at the beginning of the year for similar type projects. Underground Utilities has based its selection of Access Engineering Solutions, Inc., upon the RFQs received by the Engineering Department.</p>			

	<p>Careful review of the RFQs received by Engineering led Underground Utilities to select Access Engineering Solutions, Inc., based upon their experience and familiarity of projects with similar scopes and desired results. City Staff and representatives from Access Engineering Solutions, 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>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	\$65,000
	Expenditure \$:	\$65,000
	Source of Funds:	Local (Water Dept. 403 Fund)
	Narrative	Funding for the design of these three projects will be through the Water Department budget allocation for the "Short Drive – Ron Aire Loop Project" that will be tabled until 2015 as priorities within the distribution system have shifted. This budget amount includes a 30% contingency due to geotechnical services that may be need on Hemm Road and Garbry Road to determine the volume and location of limestone formations prior to bidding.
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve the resolution to enter into an agreement with Access Engineering Solutions, Inc., to provide professional engineering services.
	2.	Deny the resolution and continue to operate the water distribution system without these necessary improvements for water quality, flow, development, and reliability.
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 requesting authorization to enter into an agreement with Access Engineering Solutions, Inc., for professional engineering services as related to the Ridge Street, Garbry Road, and Hemm Road water main improvements.	
ATTACHMENTS	<p>Exhibit "A" – Access Engineering Solutions, Inc., Ridge Street Waterline Contract</p> <p>Exhibit "B" – Access Engineering Solutions, Inc., Hemm Road Waterline Extension</p> <p>Exhibit "C" – Access Engineering Solutions, Inc., Garbry Road Waterline Extension</p>	

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 2014 by and between the **CITY OF PIQUA**, 201 West Water Street, Piqua, Ohio 45356 (hereinafter referred to as "City") and **ACCESS ENGINEERING SOLUTIONS, INC**, 1200 Imscher Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the City is engaged in the **Ridge Street Waterline Improvement Project**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The City hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the City, for a period of **Nine (9)** months, commencing on **March 24, 2014** and ending on **Dec. 31, 2014** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties as necessary for completion of the Project, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 **Licensure**: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 Hours: Consultant is expected to work as necessary. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the City and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the City. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the City.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the City, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the City, regardless of how the injury or damage was caused, including negligence on the part of the City.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the City in an expedient manner. The Consultant agrees that any Change Order must be approved by the City in Writing.

2.7. Insurance and Indemnification: Consultant represents to the City that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the City harmless for any personal injury or property damage resulting from the performance of its services. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project. The City of Piqua shall be endorsed as an additional insured for this project and a copy of the endorsement shall be provided to the City.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by City shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates, which are pre-approved by the City.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the City's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the City shall compensate Consultant in a lump sum not to exceed **Four Thousand Two Hundred Fifty Dollars (\$4,250.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The City shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the City shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The City shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE CITY

5.1 Information: The City agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the City with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The City shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The City agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Contact: The City agrees to designate, in writing, a person or persons who shall serve as the City's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by the owner at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The City shall have the right to terminate Consultant's contract for services at any time for cause. The City shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the City that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the City.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If the contract is terminated, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.
- (b) If the City elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the City.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full

force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

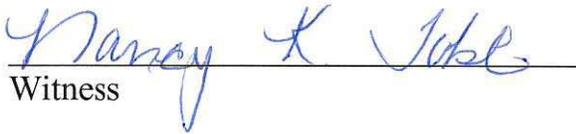
7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the City and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC



By: Brice D. Schmitmeyer, PE
President



Witness

Dated: March 25, 2014

The City of Piqua, Ohio

Signature

Name

Title

Dated: _____, 2014

Witness

Attachment "A"

Scope of Services

Field Investigation - \$1,250

- Work with the City to identify & map all existing utilities.
 - Complete a topographic survey and locate existing utilities, (storm sewer, sanitary sewer, water, electric, etc.) as needed. The topography will be picked up approximately 20 feet outside of the right-of way lines on both sides of the project area along Ridge Street from West Grant Street to South Street.

Preliminary Design - \$750

- In consultation with the village, determine the general scope, extent & character of the Project. The project is generally considered to be the replacement of existing 2" waterline, with new 8" waterline.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings & specifications for review by the City.
- Meet with the City to discuss Preliminary Design Documents and any changes that are needed prior to the development of Final Design Documents.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.

Final Design Documents - \$1,250

- On the basis of the accepted Preliminary Design Documents, prepare final construction drawings to show the general scope, extent and character of the work to be performed and furnished by the contractor. These drawings will be included with the Hemm Road Waterline Extension project.
- Plans will be designed to the City's Standards and Specifications.
- Provide the necessary technical criteria, written description and design data for the filing of permit applications to obtain any necessary governmental approvals for the Project. All permit review fees shall be paid by the City.
- Advise the City as to any adjustments or changes to the Opinion of Probable Construction Cost, based on the final drawings and specifications.
- Prepare for review and approval by the City, Construction Plans, Technical Specifications, Bid Forms, etc., which will be included in the Contract Documents and Specifications.
- Meet with the City to discuss Final Design Documents and any changes that are needed prior to bidding the project. Make the necessary changes and submit back to the City for final approval.
- Present the Final Drawings and Specifications with the City.
- Submit plans and PTI application to the Ohio EPA for approval, and make revisions as necessary to receive approval.

Bidding and Negotiation Phase - \$500

- Provide the necessary drawing sets to the City for bidding.

- Issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents
- Consult with the City concerning, and to determine, the acceptability of substitute materials and equipment proposed by the contractor.
- Attend the bid opening, and assist the city in evaluating the bids.

Construction Administration Assistance - \$500

- Attend preconstruction meeting between the City and the Contractor.
- Issue any necessary clarifications and interpretations of the construction plans and specifications as appropriate to the orderly completion of the work.

Not Included with this Proposal

- Assistance with land acquisitions outside of the existing right-of-way area.
- Geo-technical investigations at the proposed construction site for the purpose of determining sub-base design parameters or existing pavement thickness.
- All needed permit fees.
- Full or part time resident project representation services.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 2014 by and between the **CITY OF PIQUA**, 201 West Water Street, Piqua, Ohio 45356 (hereinafter referred to as "City") and **ACCESS ENGINEERING SOLUTIONS, INC**, 1200 Irmischer Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the City is engaged in the **Hemm Road Waterline Extension Project**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The City hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the City, for a period of **Nine (9)** months, commencing on **March 24, 2014** and ending on **December 31, 2014** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties as necessary for completion of the Project, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 Licensure: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 Hours: Consultant is expected to work as necessary. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the City and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the City. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the City.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the City, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the City, regardless of how the injury or damage was caused, including negligence on the part of the City.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the City in an expedient manner. The Consultant agrees that any Change Order must be approved by the City in Writing.

2.7. Insurance and Indemnification: Consultant represents to the City that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the City harmless for any personal injury or property damage resulting from the performance of its services. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project. The City of Piqua shall be endorsed as an additional insured for this project and a copy of the endorsement shall be provided to the City.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by City shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates, which are pre-approved by the City.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the City's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the City shall compensate Consultant in a lump sum not to exceed **Twenty-One Thousand Five Hundred Dollars (\$21,000.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The City shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the City shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The City shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE CITY

5.1 Information: The City agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the City with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The City shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The City agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Contact: The City agrees to designate, in writing, a person or persons who shall serve as the City's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by the owner at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The City shall have the right to terminate Consultant's contract for services at any time for cause. The City shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the City that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the City.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If the contract is terminated, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.
- (b) If the City elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the City.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full

force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

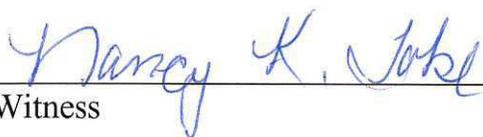
7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the City and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC



By: Brice D. Schmitmeyer, PE
President


Witness

Dated: March 25, 2014

The City of Piqua, Ohio

Signature

Name

Title

Dated: _____, 2014

Witness

Attachment "A"

Scope of Services

Field Investigation - \$4,500

- Work with the City to identify & map all existing utilities.
 - Complete a topographic survey and locate existing utilities, (storm sewer, sanitary sewer, water, electric, etc.) as needed. The topography will be picked up approximately 20 feet outside of the right-of way lines on both sides of the project area along Hemm Road from Roosevelt Street to County Road 25A.

Preliminary Design - \$3,500

- In consultation with the village, determine the general scope, extent & character of the Project. The project is generally considered to be the replacement of existing 10" waterline, where it exists, in the project area noted above, with new 12" waterline.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings & specifications for review by the City.
- Meet with the City to discuss Preliminary Design Documents and any changes that are needed prior to the development of Final Design Documents.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.

Final Design Documents - \$9,000

- On the basis of the accepted Preliminary Design Documents, prepare final construction drawings to show the general scope, extent and character of the work to be performed and furnished by the contractor.
- Plans will be designed to the City's Standards and Specifications.
- Provide the necessary technical criteria, written description and design data for the filing of permit applications to obtain any necessary governmental approvals for the Project. All permit review fees shall be paid by the City.
- Advise the City as to any adjustments or changes to the Opinion of Probable Construction Cost, based on the final drawings and specifications.
- Prepare for review and approval by the City, Construction Plans, Technical Specifications, Bid Forms, etc., which will be included in the Contract Documents and Specifications.
- Meet with the City to discuss Final Design Documents and any changes that are needed prior to bidding the project. Make the necessary changes and submit back to the City for final approval.
- Present the Final Drawings and Specifications with the City.
- Submit plans and PTI application to the Ohio EPA for approval, and make revisions as necessary to receive approval.

Bidding and Negotiation Phase - \$2,500

- Provide the necessary drawing sets to the City for bidding.

- Issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents
- Consult with the City concerning, and to determine, the acceptability of substitute materials and equipment proposed by the contractor.
- Attend the bid opening, and assist the city in evaluating the bids.

Construction Administration Assistance - \$1,500

- Attend preconstruction meeting between the City and the Contractor.
- Issue any necessary clarifications and interpretations of the construction plans and specifications as appropriate to the orderly completion of the work.

Not Included with this Proposal

- Assistance with land acquisitions outside of the existing right-of-way area.
- Geo-technical investigations at the proposed construction site for the purpose of determining sub-base design parameters or existing pavement thickness.
- All needed permit fees.
- Full or part time resident project representation services.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract made and entered into on this ____ day of _____, 2014 by and between the **CITY OF PIQUA**, 201 West Water Street, Piqua, Ohio 45356 (hereinafter referred to as "City") and **ACCESS ENGINEERING SOLUTIONS, INC**, 1200 Irmischer Boulevard, Suite B, Celina, Ohio 45822, a professional corporation registered in the State of Ohio, (hereinafter referred to as "Consultant")

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing engineering and design services; and

WHEREAS the City is engaged in the **Garbry Road Waterline Extension Project**, the services of a Consultant are necessary for the completion of said project and the Consultant desires to provide these services in exchange for the compensation as set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: DURATION OF CONTRACT

The City hereby contracts for the services of Consultant, and Consultant hereby accepts the terms of this contract with the City, for a period of **Twelve (12)** months, commencing on **March 24, 2014** and ending on **March 24, 2015** at midnight (hereinafter "contract period"). The duration of this Contract may be extended for additional time by mutual agreement of the parties as necessary for completion of the Project, and shall be subject to the same terms and provisions set forth herein unless otherwise modified in writing by the parties hereto.

ARTICLE 2: RESPONSIBILITIES OF CONSULTANT

2.1 Licensure: Consultant is hereby licensed as professional engineers. Consultant agrees to perform his duties to the best of his ability, at all times maintaining high ethical, moral and professional standards.

2.2 Hours: Consultant is expected to work as necessary. In addition to normal business hours, Consultant may also be required to attend meetings and site inspections as may be necessary to complete the project.

2.3 Records: Consultant is required to keep and maintain records relating to all services rendered pursuant to this contract in the form and manner dictated by the City and consistent with professional standards. Consultant shall also prepare reports, claims, correspondence or other documentation as necessary and required by the City. All records relating to services rendered, including all proposals, reports, briefs, drawings and site plans are the sole and exclusive property of the City.

2.4 Restrictions: Consultant expressly acknowledges that he has no right or authority at any time to make any contract or binding agreement of any nature on behalf of the City, whether oral or written.

2.5. Assumption of Risk: The parties acknowledge that the services agreed to be provided may involve hazardous conditions. Consultant assumes all risk of personal injury to its employees and any property damage to its equipment which may occur as a result of the work performed under this contract and hereby agrees to waive all such claims against the City, regardless of how the injury or damage was caused, including negligence on the part of the City.

2.6. Change Orders: The parties acknowledge that changes and deviations from the original plans and specifications may be required or requested in the course of the project. Consultant shall fully cooperate with the execution of Change Orders as requested by the City in an expedient manner. The Consultant agrees that any Change Order must be approved by the City in Writing.

2.7. Insurance and Indemnification: Consultant represents to the City that it has in effect all appropriate liability insurance, including Workers' Compensation Insurance, and shall indemnify and hold the City harmless for any personal injury or property damage resulting from the performance of its services. Consultant shall maintain professional liability insurance coverage sufficient to cover potential loss to the project. The City of Piqua shall be endorsed as an additional insured for this project and a copy of the endorsement shall be provided to the City.

2.8. Scope of Duties: See Attachment "A" for Scope of Work. Any additional work requested by City shall be in writing to the Consultant and will be billed at a time and expense basis based upon the Consultant's standard hourly rates, which are pre-approved by the City.

ARTICLE 3: POLICIES AND PROCEDURES

Unless otherwise provided herein, Consultant shall be subject to all policies and procedures governing the City's offices.

ARTICLE 4: COMPENSATION/BENEFITS

4.1 Compensation: In consideration of the services and duties to be performed by Consultant during the contract period, the City shall compensate Consultant in a lump sum not to exceed **Twenty Four Thousand Dollars (\$24,000.00)** for the Professional Services substantially listed in Attachment "A".

4.2 Payment: Consultant shall issue monthly invoices for services performed under the above stated tasks. The City shall make payment within 30 days of receipt of the invoice. In the event of a disputed billing, the City shall withhold payment on the disputed portion of the invoice ONLY.

4.3 Taxes: The City shall not be responsible for paying withholding taxes on any form of compensation paid to Consultant.

ARTICLE 5: RESPONSIBILITIES OF THE CITY

5.1 Information: The City agrees to provide Consultant with all available information, and reasonable access to, current and past documentation, including any pertinent information that may be relevant to project, facilities and supplies as is necessary so as to enable Consultant to properly perform his duties under this contract. However, it will be Consultant's responsibility to provide his own transportation and equipment. Consultant shall obtain and maintain a policy of automobile insurance satisfactory to the City with liability coverage in an amount not less than \$300,000.00.

5.2 Access: The City shall guarantee access to and make provisions for Consultant to enter upon public and or private lands as required for the Consultant to perform the work under this Agreement.

5.3 Review: The City agrees to review and examine all studies, reports, sketches, estimates, drawings, specifications, proposal(s) and other documents presented by Consultant and shall render in writing a decision pertaining thereto so as to not delay the work of the Consultant.

5.4 Contact: The City agrees to designate, in writing, a person or persons who shall serve as the City's Representative(s).

ARTICLE 6: TERMINATION OF CONTRACT

6.1 Termination at Will: This contract may be terminated by the owner at will and without cause at any time upon not less than Seven (7) days advance written notice thereof to the other party.

6.2 Immediate Termination for Cause: The City shall have the right to terminate Consultant's contract for services at any time for cause. The City shall inform Consultant of the reason for such termination and shall advise Consultant of the last day of service. "Cause" shall include, but not be limited to, any of the following:

- (a) Consultant's license or certification in the State of Ohio has been revoked or suspended.
- (b) A good faith determination by the City that Consultant has committed a material breach of any covenant, provision, term, condition or undertaking contained in this contract.
- (c) Commission by Consultant of a felony or crime of moral turpitude.
- (d) Gross neglect or willful misconduct in the performance of Consultant's duties hereunder that does result or may result in detriment to the City.

6.3 Compensation Upon Termination: In the event this contract is terminated, the following provisions shall apply:

- (a) If the contract is terminated, Consultant shall be entitled to receive any compensation which has been earned through the last date of service.
- (b) If the City elects to terminate this contract for cause, Consultant shall be entitled to receive any compensation which has been earned through the last day of service, but not yet paid, less any expense the breach, misconduct or neglect caused the City.

ARTICLE 7: GENERAL PROVISIONS

7.1 Severability: If any clause or provision herein is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full

force and effect. Each of the provisions in this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

7.2 Governing Law: This contract shall be governed by the laws of the State of Ohio.

7.3 Waiver of Breach: The failure of either of the parties at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either to enforce any condition of this contract nor shall the waiver by either of any breach of any provision hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this contract.

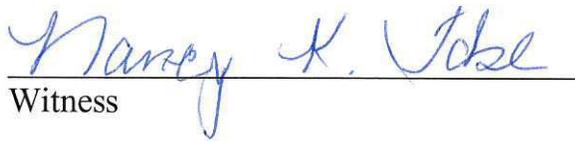
7.4 Complete Agreement: This contract contains all the terms and conditions agreed upon by the City and Consultant, and no other agreements or understandings regarding the subject matter of this contract shall be deemed to exist or bind either of the parties hereto. This contract may not be amended or modified unless in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Professional Services in duplicate counterparts, either of which may be deemed an original, on the date appearing below their respective signatures.

Access Engineering Solutions, LLC



By: Brice D. Schmitmeyer, PE
President



Witness

Dated: March 25, 2014

The City of Piqua, Ohio

Signature

Name

Title

Dated: _____, 2014

Witness

Attachment "A"

Scope of Services

Field Investigation - \$1,000

- Work with the City to identify & map all existing utilities.
 - Verify the existing topographic survey and existing utilities locations, (storm sewer, sanitary sewer, water, electric, etc.).

Preliminary Design - \$3,000

- In consultation with the village, determine the general scope, extent & character of the Project. The project is generally considered to be the installation of a 16" water main from Kienle Road to U.S Route 36.
- Prepare Preliminary Design Documents consisting of final design criteria, design development drawings & specifications for review by the City.
- Meet with the City to discuss Preliminary Design Documents and any changes that are needed prior to the development of Final Design Documents.
- Based on information contained in the Preliminary Design Documents, submit an Opinion of Probable Construction Cost.

Final Design Documents - \$16,000

- On the basis of the accepted Preliminary Design Documents, prepare final construction drawings to show the general scope, extent and character of the work to be performed and furnished by the contractor.
- Plans will be designed to the City's Standards and Specifications.
- Provide the necessary technical criteria, written description and design data for the filing of permit applications to obtain any necessary governmental approvals for the Project. All permit review fees shall be paid by the City.
- Advise the City as to any adjustments or changes to the Opinion of Probable Construction Cost, based on the final drawings and specifications.
- Prepare for review and approval by the City, Construction Plans, Technical Specifications, Bid Forms, etc., which will be included in the Contract Documents and Specifications.
- Meet with the City to discuss Final Design Documents and any changes that are needed prior to bidding the project. Make the necessary changes and submit back to the City for final approval.
- Present the Final Drawings and Specifications with the City.
- Submit plans and PTI application to the Ohio EPA for approval, and make revisions as necessary to receive approval.

Bidding and Negotiation Phase - \$2,500

- Provide the necessary drawing sets to the City for bidding.
- Issue Addenda as appropriate to interpret, clarify, or expand the Bidding Documents

- Consult with the City concerning, and to determine, the acceptability of substitute materials and equipment proposed by the contractor.
- Attend the bid opening, and assist the city in evaluating the bids.

Construction Administration Assistance - \$1,500

- Attend preconstruction meeting between the City and the Contractor.
- Issue any necessary clarifications and interpretations of the construction plans and specifications as appropriate to the orderly completion of the work.

Not Included with this Proposal

- Assistance with land acquisitions outside of the existing right-of-way area.
- Geo-technical investigations at the proposed construction site for the purpose of determining sub-base design parameters or existing pavement thickness.
- All needed permit fees.
- Full or part time resident project representation services.

RESOLUTION NO. R-66-14

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
VALLEY FORD TRUCK, INC., FOR THE PURCHASE OF FOUR
TRUCKS FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the Piqua Public Works Department desires to purchase four new trucks;

WHEREAS, the City of Piqua provided for the purchase of four new trucks in the 2014 budget appropriations;

WHEREAS, the purchases will be made using State of Ohio index # GDC093E with Valley Ford Truck, Inc.'s quotes being shown on Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Valley Ford Truck, Inc. for the purchase of four new trucks according to the quotes received;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the Street Fund (Fund 101) in the amount of \$83,500 and the Parks Fund (Fund 105) in the amount of \$60,000 using the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$143,500.00;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 15, 2014		
REPORT TITLE	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY FORD TRUCK, INC. FOR THE PURCHASE OF FOUR TRUCKS FOR THE PUBLIC WORKS DEPARTMENT		
SUBMITTED BY	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>We plan to purchase one 2014 Ford F-450 4x4 Regular Cab (Flatbed) Truck and one 2014 Ford F-350 4x4 Regular Cab Truck for the Street Department. We also plan to purchase two 2014 Ford F-250 4x4 Regular Cab Trucks for the Parks Department. All the detailed specifications can be found in Exhibit "A."</p> <p>The trucks will replace three older vehicles and will help with street and parks maintenance. We are replacing a 1991 Chevy truck with 140,000 miles, a 1998 Chevy truck with 120,000 miles and a 1992 Ford truck with 110,000 miles. The new 1 ton truck will be used to move our Bob Cat and other heavy equipment around town as needed for various jobs.</p> <p>The flatbed truck will be used to haul our new asphalt patcher to job sites as well as other miscellaneous street maintenance work. This truck will also be utilized in the winter with putting down salt brine applications.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$160,000.00 for the 2014 year	
	Expenditure \$:	\$143,500.00	
	Source of Funds:	101-113-850-8805 \$83,500 105-015-880-8805 \$60,000	
	Narrative:	The Public Works Department asked for four new trucks during the 2014 budget process. They will all be used for street and park maintenance.	
OPTIONS	1.	Approve Resolution R-66-14 as presented.	
	2.	Approve Resolution R-66-14 with changes.	
	3.	Deny Resolution R-66-14 and offer staff an alternative.	

PROJECT TIMELINE	Our new trucks would be ordered right away and delivery would be expected within 60-90 days. We would anticipate having the trucks in late summer.
STAFF RECOMMENDATION	We support the passage of this Resolution.
ATTACHMENTS	Exhibit "A" – Quotes from Valley Ford Truck, Inc.



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.524.8527
ValleyFordTruck.com

03/20/2014

CITY OF PIQUA, OH

ITEM # 39AT STATE BID INDEX GDC093E

2014 FORD F-450 4X4 REGULAR CAB 141" WHEELBASE GAS ENGINE CAB CHASSIS

STANDARD EQUIPMENT FOR ITEM 39AT

- 650A OPTION CODE 650A
- 425 50 STATE EMISSIONS
- 6CA 60" CAB TO AXLE
- 99Y 6.8L V/10 GAS ENGINE
- 44T 5-SPD AUTOMATIC TRANSMISSION
- 555 DUAL FRONTAL AIR BAGS
- 66D BLACK VINYL FLOOR COVERING
- STD 16500 GVW
- TBK TIRES:LT225/70RX19.5G BSW
- 512 SPARE TIRE & WHEEL
- AS VINYL 40/20/40 FRONT SEAT
- 572 AIR CONDITIONING
- 587 AM/FM/STEREO W/CLOCK

ADDS:

- WB ___ 165" WB/84" CA (for 12 ft body)
- X8L ___ 4.88 LIMITED SLIP REAR AXLE
- THB ___ ALL TERRAIN REAR TIRES
- 52B ___ ELECTRIC BRAKE CONTROLLER
- 18B ___ RUNNING BOARDS
- 90L ___ POWER GROUP (windows/locks/power & heated mirrors)
- 66S ___ UPFITTER SWITCHES
- 67C ___ 176 AMP HD ALTERNATOR
- 91M ___ SYNC. VOICE ACTIVATED COMMUNICATIONS
- 62D ___ STEERING WHEEL CONTROLS (required with 91M SYNC& 585)
- BTE ___ 12 FT. ALUMINUM FLAT BED (with curbside diamond plate toolbox)
- 3ML ___ 3M LOW PROFILE CAB MOUNTED LIGHT BAR
- 4CS ___ 4 CORNER LED LIGHT SYSTEM

TOTAL AS EQUIPPED \$42,347.00

EXTERIOR COLOR: WHITE

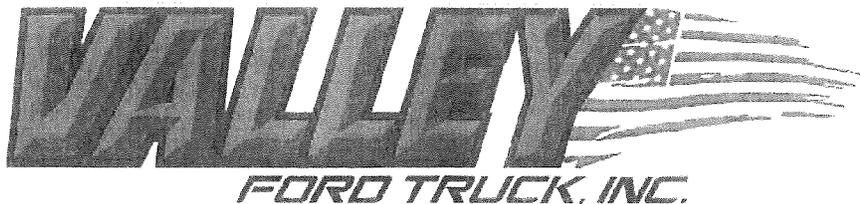
ADDITIONAL AVAILABLE OPTIONS:

- 99T ___ 6.7L DIESEL ENGINE (ADD) \$7,480.00 *>add* \$150,522
- TTI ___ TRAILER HITCH & PLUG \$ 695.00

PO# _____ AUTHORIZED SIGNATURE _____ DATE _____

TITLE TO READ AS FOLLOWS: _____

ADDRESS _____



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.524.8527
ValleyFordTruck.com

03/20/2014

CITY OF PIQUA, OH

ITEM 27AT STATE BID INDEX GDC093E

2014 FORD F-350 4X4 REGULAR CAB 137" WHEELBASE PICKUP

STANDARD EQUIPMENT FOR ITEM 27AT

- 610A OPTION CODE 610A
- 425 50 STATE EMISSIONS
- 996 6.2L V/8 GAS ENGINE
- 44P 6-SPD AUTOMATIC TRANSMISSION
- X3E 3:73 E LOCKING REAR AXLE
- 54D MANUAL TRAILER MIRRORS
- 555 DUAL FRONTAL AIR BAGS
- 525 TILT
- 66D BLACK VINYL FLOOR COVERING
- STD 10400 GVW
- TBK TIRES:LT245/75RX17E BSW AS
- AS VINYL 40/20/40 FRONT SEAT
- 572 AIR CONDITIONING
- 587 AM/FM/STEREO W/CLOCK

ADDS:

- 90L _____ POWER EQUIPMENT GROUP
- 66S _____ UPFITTER SWITCHES
- TBM _____ ALL TERRAIN TIRES
- 91M _____ SYNC. VOICE ACTIVATED COMMUNICATIONS
- 62D _____ STEERING WHEEL CONTROLS (required with 91M sync &585)
- 85S _____ SPRAY IN BEDLINER (BLACK)
- 114 _____ CROSS #114 ALUMINUM TREADPLATE CROSS BODY TOOLBOX
- 3ML _____ 3M LOW PROFILE CAB MOUNTED LIGHT BAR
- 4CS _____ 4 CORNER STROBE LIGHT SYSTEM

TOTAL AS EQUIPPED

\$32,971.00 _____

PO# _____ AUTHORIZED SIGNATURE _____ DATE _____

TITLE TO READ AS FOLLOWS: _____

FEDERAL ID # -- NAME _____

ADDRESS _____

CITY STATE ZIP _____

EXTERIOR COLOR: WHITE



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.524.8527
ValleyFordTruck.com

03/20/2014

CITY OF PIQUA, OH

ITEM 21AT STATE BID INDEX GDC093E

2014 FORD F-250 4X4 REGULAR CAB 137" WHEELBASE PICKUP

STANDARD EQUIPMENT FOR ITEM 21AT

600A	OPTION CODE 600A
425	50 STATE EMISSIONS
996	6.2L V/8 GAS ENGINE
44P	6-SPD AUTOMATIC TRANSMISSION
X3E	3:73 E LOCKING REAR AXLE
54D	MANUAL TRAILER MIRRORS
555	DUAL FRONTAL AIR BAGS
525	TILT
66D	BLACK VINYL FLOOR COVERING
STD	10000 GVW
TBK	TIRES:LT245/75RX17E BSW AS
AS	VINYL 40/20/40 FRONT SEAT
572	AIR CONDITIONING
587	AM/FM/STEREO W/CLOCK

ADDS:

90L _____ POWER EQUIPMENT GROUP
66S _____ UPFITTER SWITCHES
TBM _____ ALL TERRAIN TIRES
91M _____ SYNC, VOICE ACTIVATED COMMUNICATIONS
62D _____ STEERING WHEEL CONTROLS (required with 91M sync & 585)
85S _____ SPRAY IN BEDLINER (BLACK)
114 _____ CROSS #114 ALUMINUM TREADPLATE CROSS BODY TOOLBOX
3ML _____ 3M LOW PROFILE CAB MOUNTED LIGHT BAR
4CS _____ 4 CORNER STROBE LIGHT SYSTEM

TOTAL AS EQUIPPED \$29,981.00__per unit

X2 UNITS \$59,962.00__2 units

PO# _____ AUTHORIZED SIGNATURE _____ DATE _____

TITLE TO READ AS FOLLOWS: _____

NAME

FEDERAL ID # --

ADDRESS

CITY

STATE

ZIP

EXTERIOR COLOR: WHITE