

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION: COMMUNITY PLANNING MONTH

PROCLAMATION: WALK TO SCHOOL WEEK

PROCLAMATION: PIQUA ROTARY-100 YEARS OF SERVICE

RESIDENCE PRIDE AWARDS:

John Burnett	901 Camp Street
Dick & Connie Feightner	909 Candlewood Boulevard
John & Barbara Haring	636 W. Greene Street
Robert & Krystal Stephenson	325 Riverside Drive
Danielle Isaacs	308 Third Street

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**

Approval of the minutes from the September 11, 2014 Piqua City Commission Worksession and the September 16, 2014 for the Regular City Commission Meeting

NEW BUSINESS

2. **ORD. NO. 13-14** (1st Reading)

An Ordinance amending sections 154.141 of the City of Piqua Code of Ordinances to allow a zoning designation change to be enacted by a Resolution

3. **RES. NO. R-100-14**

A Resolution approving a maintenance agreement for the city-wide fiber optic network

4. **RES. NO. R-101-14**

A Resolution requesting authorization to enter into an agreement with AT &T for the relocation of existing aerial facilities to a buried environment at 9801 North State Route 66 for the building of the new Water Treatment Plant

5. **RES. NO. R-102-14**

A Resolution requesting authorization to increase the initial purchase order amount for the City of Dayton for the purchase of quicklime

6. RES. NO. R-103-14
A Resolution requesting authorization to enter into a contract with Utility Service Company for the installation of a Trihalomethane Removal System (TRS) and a ten year service contract that will include inspection and required maintenance of the East Ash Street Water Tower
7. RES. NO. R-104-14
A Resolution authorizing the Miami County Park District to file an application to the State of Ohio, to participate in the Local Government Innovation Fund program
8. RES. NO. R-105-14
A Resolution authorizing the Power System to proceed with expenditures incidental to the acquisition and elimination of the DP & L Substation on South Main Street
9. RES. NO. R-106-14
A Resolution authorizing a Professional Services Agreement
10. RES. NO. R-107-14
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the replacement of the traffic signals on US Route 36 at Looney Road, Scott Drive/Centre Court, and the two I-75 entrance/exit ramps
11. RES. NO. R-108-14
A Resolution authorizing participation in Ohio Department of Transportation (ODOT) cooperative purchasing program
12. RES. NO. R-109-14
A Resolution authorizing a purchase order to Asphalt Systems, Inc. (ASI) for the purchase of crack sealing services for the Street Department
13. RES. NO. R-110-14
A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program (s) and to execute contracts as required for the N. Main Streetscape project

MONTHLY REPORTS

August 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

Piqua City Commission Worksession

September 11, 2014, Minutes

All members of the Commission were present except for Mayor Lucy Fess. Commissioner Martin made a motion to excuse Mayor Fess and Commissioner Terry seconded the motion. All members voted in the affirmative.

The first item on the agenda was the Recreational Trail Celebration. Chris Schmiesing introduced Dr. Jim Burkhardt who has spearheaded the event. Dr. Burkhardt has attended several beer tasting events as fundraisers and thought the same thing could be done in Piqua but wanted to tie it into promotion of the Riverfront and the recreational trails. There will be five stations with beer and food being paired at each station. All of the food will be from Piqua restaurants. In addition to the beer and food, participants will be shuttled to the Eat Ash Street Bridge where they will canoe down the river. The event is to be an awareness event of the river and the recreational trail.

The event needs to be planned quickly because daylight is required for the event so the event is scheduled for October 4th from 4:00 – 7:00 pm. Tickets are \$50 each and are limited to the first 100 people. Tickets can be purchased at MainStreet. The event is not open to the public as it is a fundraiser for the trail system. Tickets are available for designated drivers for the food and canoe ride. The event will take place in Lock 9 Park along the history wall. Plans are being made for an indoor location due to inclement weather.

The funds raised will purchase automatic counters to be placed on the bike path. Chris Schmiesing explained how the counters range from \$1,000 - \$3,000 but will allow for accurate counts of users of the path all year long rather than depending on volunteers every three years. The City will need to do a lease of the Lock 9 Park for the private event.

Commissioner Vogt expressed his concern that the ticket price was too expensive for the average income. He wanted the event to be open to everyone and felt the ticket price prohibited that. Dr. Burkhardt agreed that the ticket price was not cheap but it was set at \$50 because it is a fundraiser, tickets are limited and it is the first time to try such an event. Commissioner Wilson said ticket prices were no different than the gala event.

The second item on the agenda was a zoning code amendment. Chris Schmiesing, City Planner, presented the issue in response to the Commission's concern on a previous matter that required an ordinance and thus three readings by the Commission for approval of a zoning code amendment. Mr. Schmiesing presented a chart showing that Piqua approves zoning amendments currently faster than the majority of surrounding communities at 2.5 months. Some cities were four and 4.5 months. The

Planning Commission considered two options: (1) everything go through the Planning Commission which would approve a zoning amendment at one month or (2) after Planning Commission approval, the City Commission would approve by resolution instead of ordinance, a zoning amendment in 1.5 months. The Planning Commission liked both options and reaffirmed that they are following the Comprehensive Plan as approved by the City Commission. A third alternative that was introduced but received no discussion was treating the zoning amendment like a special use and allow for Planning Commission approval.

Commissioners Vogt, Wilson and Martin all liked the idea that the zoning amendment go to the City Commission. They recognized that there was only a two week difference between the two options and it would not hold up a project, especially given no other community would be approving zoning amendments in 1.5 months. City Manager Gary Huff thought it was a good decision to go to the City Commission and approve by Resolution. The next step is to amend the City Code to reflect the change from approval by ordinance to a resolution.

The third item on the agenda was presented by City Manager Huff regarding the City's mission statement and values. He indicated that the employees did not know the mission statement because it is too long. He said it needs to be quick so you can rattle it off and simple so employees remember it. The last update was in 2006. CM Huff wants the Commission to adopt the mission statement by resolution and then start using it in various places. He indicated the simpler the better and it was an internal issue to have a mission statement employees could remember and work by. The mission statement presented is "Serving with Excellence and Integrity." CM Huff also discussed the City's values which have been shortened. The values presented are: Teamwork, Ethics, Service, Integrity and Trust.

Commissioner Vogt said the 2006 and 2014 values are the same, just concentrated. Commissioner Terry thought that when the 2006 values were presented there was community input. The Mission Statement and Values will come before Commission sometime in the future.

Although not a topic on the agenda, City Manager Huff informed the Commissioners that salt for the winter could be a major issue due to the shortage and limited supply. The City ordered 3,000 tons and only received 1,300 ton. The shortage is partly based on the demand from last year. The order was filled based on what supply the City had remaining from 2013. A lot more brine will have to be used. Side streets may not be salted dependent on the supply. Commissioner Vogt indicated everyone just needs to be careful. Commissioner Wilson questioned whether other options are available such as beat juice and sand but City Manager Huff indicated those options are more

expensive and less friendly to the environment. The cost of salt went from \$52 per ton in 2013 to \$115 per ton this year.

City Manager Huff announced he would be attending the ICMA conference.

Commissioner Martin made a motion to adjourn and Commissioner Terry seconded the motion. All in favor. The meeting was adjourned at 8:12 p.m.

Minutes prepared by Stacy M. Wall, Law Director

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

Moved by Commissioner Martin, seconded by Commissioner Terry, to excuse Mayor Fess from the September 16, 2014 Piqua City Commission Meeting. Voice vote; Aye, Martin, Vogt, Terry and Wilson, Nay: None. Motion carried unanimously.

PROCLAMATION: NATIONAL PREAREDNESS MONTH N THE CITY OF PIQUA

Vice Mayor Vogt read the proclamation and presented it to City of Piqua Law Director Stacy Wall. Ms. Wall stated she serves as the City of Piqua's Public Information Officer and provided a brief overview.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the September 2, 2014 Piqua City Commission Meeting.

RES. NO. R-96-14

A Resolution appointing a member to the Tree Committee

Assistant City Manager Justin Sommer stated Resolution No. R-96-14 appoints Diane Hart as a member of the Tree Committee to fill the unexpired term of Jesse Dotson for a term to expire March 1, 2017.

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

OLD BUSINESS

ORD. NO. 12-14 (3rd Reading)

An Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

Law Director Stacy Wall provided the Staff Report.

Ms. Wall stated this is the third reading of Ordinance No. 12-14 and American Legal Publishing Corporation has recommended the revision or addition of certain code sections of the Code of Ordinance of the City of Piqua. After the City Commission passes an Ordinance, the Clerk of Commission sends it to American Legal Publishing to be included in the next supplement. American Legal makes the revision and sends it back for review by the Clerk and the Law Director before sending the new supplement. Ordinance No. 12-14 accepts the 2013 supplement to the Code of Ordinance.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 12-14 be adopted. Roll call, Aye: Martin, Vogt, Terry, and Wilson. Nay, None. Motion carried unanimously. Vice Mayor Vogt then declared Ordinance No, 12.14 adopted.

NEW BUSINESS

RES. NO. R-97-14

A Resolution authorizing a purchase order to Miami Count, Ohio for the purchase of road salt for the Street Department

Doug Harter, Public Works Director provided the Staff Report.

The City of Piqua belongs to the Southwest Ohio Purchasers for Government (SWOP4G), which will bid out road salt purchases on behalf of approximately 102 entities this year. Piqua has participated in this joint bid successfully for many years. This year the prices came back much higher than last years, and was due to the harsh winter last year. This year the snow removal staff will be extremely conservative with road salt usage, relying heavily on salt brine and calcium chloride applications. These alternative chemicals are available and less expensive to use, stated Mr. Harter. We estimate the usage this year to be around 3000 tons. The salt barn is currently empty and have tentatively committed to purchasing at least 1370 tons at a cost of \$115.85 per ton and up to \$121.64 per ton as a contingency, increasing by \$63.05 from \$52.80, stated Mr. Harter.

Several questions were raised concerning the delivery of the salt.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-97-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-97-14 be adopted. Roll call, Aye: Vogt, Wilson, Terry, and Martin. Nay, None. Vice Mayor Vogt then declared Resolution No. R-97-14 adopted.

RES. NO. R-98-14

A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

Stacy Wall, Law Director provided the Staff report.

Each year the City of Piqua contracts with the Miami County Public Defender Commission to provide legal services to indigents charged with loss-of-liberty offenses under the Piqua Code. The contract runs from Janaury1, 2015 through December 31, 2015 for a total cost of \$20,341.13. The cost has not increased in the last several years, stated Ms. Wall.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-98-14.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-98-14 be adopted. Roll call, Aye: Vogt, Wilson, Terry, and Martin. Nay, None. Vice Mayor Vogt then declared Resolution No. R-98-14 adopted.

RES. NO. R-99-14

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 Mainstreet Piqua

Chris Schmiesing, City Planner provided the Staff Report.

Mr. Schmiesing stated this would allow the City Manager to enter into a lease agreement with Mainstreet Piqua for an even to be located at Lock 9 Park that relates to celebrating the River Corridor .The concept of the event is to heighten the awareness in the community about the Recreational Trail, and the water amenities that we have to offer in downtown Piqua. This is a great way to showcase the many opportunities the City of Piqua has to offer new residents and businesses.

Dr. James Burkhardt, lead organizer of the event “Down the River – Down a Beer” along with Mainstreet Piqua, came forward and provided a brief overview of the events that will take place on Saturday, October 4, 2014 at Lock 9 Park. A Canoe Float will take place from 3:00 – 5:00 P.M. and Beer and Food Tasting will be offered from 4:00 – 7:-00 P.M. Music will also be provided by Jimmy Felts. Tickets are available at Mainstreet Piqua, and Can’t Stop Running in downtown Piqua. Only100 tickets will be sold, and the cost is \$50 per ticket. Fifteen craft beers will be offered, and there will be five stations with beer and food paired at each station. All food will be from Piqua restaurants. The funds raised from this event will be used to purchase automatic counters for the Recreational Bike Trail, stated Dr. Burkhardt.

Mr. Schmiesing provided additional information on the use and locations of the automatic Counters. Mr. Schmiesing further explained with the counters they would be able to register the activity on the bike trail more accurately rather than depending on volunteers.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-99-14.

Moved by Commissioner Martin, seconded by Commissioner Wilson, that Resolution No. R-99-14 be adopted. Roll call, Aye: Wilson, Terry, Martin, and Vogt. Nay, None. Vice Mayor Vogt then declared Resolution No. R-99-14 adopted.

PUBLIC COMMENT

Russ Fashner, 801 Forest Avenue came forward and provided a brief overview of the events that will take place at the upcoming Piqua Bike Fest that is to take place in downtown Piqua on September 19 & 20, 2014. They plan to recreate a picture that was take exactly one-hundred years ago to the day, September 20, 1914 in front of the Piqua Granite and the Piqua Milling buildings on Main Street. There will several photo sessions taken, vintage bikes will be displayed on High Street in front of the Plaza during the event. There will be live entertainment on the stage located downtown both days, along with a beer garden, and food vendors. Various other events will also take place Saturday out at Gover’s Harley Davidson business located on Route 36.

Mr. Fashner invited citizens to come out for a fun time, and to view the many old and new motorcycles that come to town for this historic event.

Vice Mayor Vogt wished the Piqua Bike Fest Committee best of luck on a successful event.

CITY MANAGER’S REPORT

Mr. Sommer stated that City Manager Huff is attending the International City Managers Conference in Charlotte at this time, and will return at the end of the week.

Mr. Sommer also stated he and Commissioner Wilson took pies to the face demonstrating their “lack of knowledge” on some very difficult trivia questions as part of a segment for Piqua Channel 5 called “Kids Corner”. This really illustrates the real asset we have in TV 5 located in our Community, and the programming they provide.

COMMISSIONERS COMMENTS

Commissioner Wilson stated there are two fun events coming up. The Piqua Bike Fest is this weekend, further stating you don't have to own a bike, just come out and enjoy the events and the entertainment as this is a family event, stated Commissioner Wilson. The "Down the River-Down a Beer" event is scheduled for Saturday, October 4th, at Lock Nine Park, so come out and support both of these exciting events.

Commissioner Terry stated she has received numerous calls voicing concern over the new bike lane, and the removal of one lane for traffic on South County Rd 25A. Commissioner Terry voiced her opinion stating that with the Bike Path being so close to the area she does not believe bicycles belong on County Rd. 25-A due to high volume of traffic. Commissioner Terry stated she would like to see the City rethink this move a little more.

Commissioner Martin encouraged everyone to come out to the Bike Fest this weekend, Further stating he hears there is never anything going on in Piqua. We had the Rock Piqua Concerts, now we have the Piqua Bike Fest, and Down the River-Down the Beer events.

Commissioner Vogt stated he hopes the Bike Fest event will become an annual event, as he knows it takes a lot of work to put together such an event. Over the years Piqua has had several events including the Underwear Festival, The Heritage Festival, and the Rock Piqua Concerts recently.

Commissioner Vogt stated he and Ruth Koon Chairperson of the Friends of the Piqua Parks, aired a segment Piqua Channel 5 on September 11, to help raise funds for the Pitsenbarger Memorial. Donations can be sent to Friends of the Piqua Parks, P. O. Box 270, Piqua, Ohio 45356, and are tax deductible, stated Commissioner Vogt.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular City Commission Meeting at 8:15 P.M Voice vote, Aye: Vogt, Martin, Terry, and Wilson. Nay, None. Motion carried unanimously.

WILLIAM D. VOGT, VICE MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO 13-14

AN ORDINANCE AMENDING SECTIONS 154.141 OF THE CITY OF PIQUA CODE OF ORDINANCES TO ALLOW A ZONING DESIGNATION CHANGE TO BE ENACTED BY A RESOLUTION

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

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning code amending section 154.141 of the City of Piqua Code of Ordinances to modify the process for approving a request to change a zoning designation, as set forth in Exhibit A included herewith; and

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

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

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

SEC. 1. That the City of Piqua hereby amends sections 154.141 of the City of Piqua Code of Ordinances as set forth in Exhibit A included herewith:

SEC. 2. All other sections of Chapter 154 of the City of Piqua Code of Ordinances not amended herein shall remain in effect as is.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	September 25, 2014			
REPORT TITLE (Match resolution/ordinance title)	AN ORDINANCE AMENDING SECTIONS 154.141 OF THE CITY OF PIQUA CODE OF ORDINANCES TO ALLOW A ZONING DESIGNATION CHANGE TO BE ENACTED BY A RESOLUTON			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>In response to a request from the City Commission the Planning Commission has studied a proposed amendment to the zoning code that pertains to the handling of a change in the zoning designation of a property or properties. Staff provided the Planning Commission with two alternatives that were responsive to the City Commission concern that promoted the study.</p> <p>The first option would allow for a change in a zoning designation to be addressed at the Planning Commission level with no additional action required by the City Commission and reduce the length of the process to approximately 30 to 45 days. The second option presented would require the Planning Commission to study the request and to provide a recommendation to the City Commission for final action in the form of a resolution as opposed to the current requirement that it be considered in the form of an ordinance. This alternative would reduce the approval process to be approximately 45 to 60 days.</p> <p>In reviewing this request the Planning Commission concluded that that the second option allowing the City Commission to act on such matters by resolution action would be the preferred scenario and therefore recommend that the amendments to the code reflect this option.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		
	Source of Funds:	N/A		

	Narrative:	
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance and approve the proposed amendment to reduce the zoning designation change process to 45 to 60 days.
	2.	Defeat the ordinance and deny the proposed amendment to reduce the zoning designation change process to 45 to 60 days.
PROJECT TIMELINE	August 12, 2014 – Planning Commission – Public Hearing September 11, 2014 – City Commission Work Session October 7, 2014 – City Commission – 1 st Reading October 21, 2014 – City Commission – 2 nd Reading November 4, 2014 – City Commission – 3 rd Reading	
STAFF RECOMMENDATION	Approve the proposed amendment and adopt the recommended revisions to the code.	
ATTACHMENTS	Ordinance, Exhibit A	

EXHIBIT 'A'

City Commission Approves Zoning Designation Change by Resolution

§ 154.141 AMENDMENTS.

(A) *Zoning upon annexation.* Whenever any area is annexed to the city the following conditions shall apply.

(1) Any person who is the owner of real estate situated within territory included in any proposed annexation may, at any time prior to the filing of annexation proceedings with the Clerk of the City Commission, file a petition with the Planning Commission requesting the ~~zoning designation~~Planning Commission to recommend a specific type zoning or to determine the recommended zoning district or districts for the petitioner's real estate.

~~(2) After annexation proceedings have been filed with the Clerk of the City Commission and prior to the first reading of the annexation ordinance, and following the receipt of a recommendation by the Planning Commission, the City Commission shall adopt by resolution and file with the Clerk of the City Commission its recommended zoning designation.~~

~~(3)~~ (2) When a petitioner for annexation has obtained a determination for zoning of a parcel of real estate as provided in this section, then, after annexation proceedings have been completed by the City Commission, the petitioner's real estate shall be annexed to the city in the same zoning category as was determined ~~by the City Commission~~. In the absence of event that the City Commission shall fail to make a determination as to the zoning of the petitioner's real estate, then it shall be annexed to the city in the same or most nearly the same zoning category that the petitioner's real estate carried under county zoning prior to annexation.

(B) *Amendment; right of petition; referral to Planning Commission.*

(1) A proposed amendment, supplement, change, or repeal of any provision of this chapter may be originated by the City Commission, the Planning Commission, or the owner of the affected property. All proposals except those originating with the Planning Commission shall be referred to the Planning Commission for a recommendation thereon. The City Commission shall take no final action on any amendment, supplement, change, or repeal until it has received and studied the recommendation of the Planning Commission.

(2) The Planning Commission shall study the proposed amendment, supplement, change, or repeal. If the Planning Commission decides the proposal has merit, it may hold at least one public hearing. For matters pertaining to a change to the zoning designation of an individual lot or group of lot(s) the Planning Commission shall recommend the appropriate zoning designation in accordance with the guidance provided by the adopted comprehensive plan and other planning documents informing the decision. For all matters the At least ten days' notice of the time and place of the hearing shall be sent by first class mail to the petitioner, and all property owners within 200 feet of the property included in any petitions for rezoning. The Planning Commission recommendation shall make a report of its findings and a recommendation be forwarded to the City Commission for final action.

(3) At least ten days' notice of the time and place of the hearing shall be sent by first class mail to the petitioner, and all property owners within 200 feet of any individual lot or group of lot(s) included in any petitions for a change in the zoning designation of the subject property. In those instances when a comprehensive update of the city's zoning code is undertaken, resulting in the revision, change, or repeal of provisions of the code in effect, with the effect of eliminating

EXHIBIT 'A'

City Commission Approves Zoning Designation Change by Resolution

or modifying the zoning designation of all properties included within a particular zoning district
district designations, the requirement that the petitioner and all property owners within 200 feet
of ~~property to be rezoned be notified any individual lot or group of lot(s) included in any~~
~~petitions for a change in the zoning designation of the subject property~~ shall not apply.

(C) *Recommendation of Planning Commission.* When the City Commission receives a
recommendation from the Planning Commission on a proposed zoning amendment, supplement,
change, or repeal, the City Commission shall take action on the matter at its next regularly
scheduled meeting in the form of a first reading of an ordinance. When the City Commission
receives a recommendation from the Planning Commission on a change to the zoning
designation of an individual lot or group of lot(s), the City Commission shall take action on the
matter at its next regularly scheduled meeting in the form of a resolution.

(D) *Amendment limitation.* Petitions for zoning amendment, special use permits, or variances
of the same type concerning any parcel of property, portion thereof, or use thereon shall not be
accepted for consideration more than once during any consecutive 12-month period commencing
from the date of filing the application.

('97 Code, § 150.202) (Ord. 42-96, passed 9-17-96; Am. Ord. 6-07, passed 3-19-07)

RESOLUTION NO. R-100-14

A RESOLUTION APPROVING A MAINTENANCE AGREEMENT FOR THE CITY-WIDE FIBER OPTIC NETWORK

WHEREAS, Resolution No. R-157-12 was approved by the City Commission on February 5, 2013 for the City to retain the services of Efacec/ACS as a professional firm to design and install a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites for the Power System and the City; and

WHEREAS, Resolution No. R-123-13 was approved by the City Commission on September 17, 2013 for the City to retain the services of Efacec/ACS Inc. as a professional firm for the fiber connectivity to various power system sites and other municipal sites; and

WHEREAS, Efacec/ACS Inc. has provided said professional services for the installation of the fiber optic network and fiber connectivity to various sites; and

WHEREAS, the City of Piqua desires to have maintenance coverage for said fiber optic network, and

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

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

SEC. 1: Efacec/ACS Inc. is hereby approved to provide maintenance per the contract for the city-wide fiber optic network.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$62,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION APPROVING A MAINTENANCE AGREEMENT FOR THE CITY-WIDE FIBER OPTIC NETWORK		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Dean Burch, Information Technology Director		
	Department: Power System, Information Technology		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		Energy Board
BACKGROUND (Includes description, background, and justification)	<p>On February 5, 2013, Resolution No. R-157-12 was approved by the City Commission to retain the services of Efacec/ACS as a professional firm to design and install a fiber optic network for Supervisory Control and Data Acquisition (SCADA) Connectivity to electric substations and other municipal sites for the Power System and the City.</p> <p>In order to provide continued reliability and utilize advanced technologies now and in the future, Efacec/ACS installed a Fiber Optic Network for Supervisory Control and Data Acquisition (SCADA) Connectivity based upon the Fiber Optic Network and System Design approved in Resolution No. R-157-12.</p> <p>On September 17, 2013, Resolution No. R-123-13 was approved by the City Commission to retain the services of Efacec/ACS Inc. as a professional firm for the fiber connectivity to other various power system sites and other municipal sites. Afacec/ACS completed this connectivity to the various sites.</p> <p>The ongoing connectivity and support of the entire fiber optic network is paramount to the electric systems operations, to the city/municipal network operations and to the partnership with COMNET/Independents Fiber Network. Afacec/ACS has worked with the City for over 27 years and is uniquely qualified to support the fiber optic network. Their overall experience supporting fiber optic networks such as ours and their intimate knowledge of our network and our electric system will ensure reliable and safe operation of the fiber optic network and municipal electric distribution system.</p> <p>This item was presented to the Energy Board on August 26, 2014 and was unanimously approved by that body.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	62,0000
	Source of Funds:	Various Funds
	Narrative:	This project is a continuation of the use of the network for the Power System, other City facilities and for non-City entities to use the high speed fiber network.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-100-14 approving a maintenance agreement for the city-wide fiber optic network.
	2.	Do not approve the resolution and provide staff with further direction.
	3.	
	4.	
PROJECT TIMELINE	Upon approval, Efacec/ACS will begin the support of the city-wide fiber optic network including remote monitoring of the electronic through FiberTrak and an on-site server, preparing/planning to handle one major maintenance repair event, and electronic and engineering services for COMNET/IFN fiber drops.	
STAFF RECOMMENDATION	To continue to take advantage of the fiber optic network and to ensure its continued reliability, staff recommendation is to approve Resolution No. R-100-14 approving a maintenance agreement for the city-wide fiber optic network.	
ATTACHMENTS		

RESOLUTION NO. R-101-14

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH AT&T FOR THE RELOCATION OF EXISTING AERIAL FACILITIES TO A BURIED ENVIRONMENT AT 9801 NORTH STATE ROUTE 66 FOR THE BUILDING OF THE NEW WATER TREATMENT PLANT.

WHEREAS, the City of Piqua, desires to move existing aerial phone lines for the construction of a New Water Treatment Plant; and

WHEREAS, it will be necessary to enter into an agreement with AT&T to have these lines moved to a more feasible location.

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

SEC. 1: A contract is hereby approved with AT&T for the design and construction of the relocated aerial facilities to buried.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$100,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an Agreement with AT&T for the relocation of existing aerial facilities to a buried environment at 9801 North State Route 66 for the building of the New Water Treatment Plant.		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Water		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>Before construction can begin on the new Water Treatment Plant, existing AT&T aerial phone lines need to be relocated. The current lines run in conjunction with Hardin Alternate Road. The New Treatment Plant will span across Hardin Alternate Road. Therefore, the lines must be relocated.</p> <p>There are existing power poles along the front (west) side of the property, however, these poles are spaced too far apart to support the size of the phone lines. The appraisal is for the phone lines to be moved and buried to the west side of the property in front of these power poles.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:	\$100,000	
	Source of Funds:	403-000-175-1750	
	Narrative	<p>The Water Department has capital money set aside for construction in progress projects.</p> <p>The appraisal for the project from AT&T is \$86,341.22. A contingency of just over 15% has been added for items which may be required that are not in the original appraisal.</p>	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to enter into an agreement with AT&T for the relocation of existing phone lines so the New Treatment Plant project can continue.	
	2.	Do not approve the Resolution and do not complete the construction of a New Water Treatment Plant.	

PROJECT TIMELINE	The project will begin as soon as possible and be completed in approximately 6 to 8 weeks.
STAFF RECOMMENDATION	Approval of the Resolution to allow AT&T to begin relocation of existing aerial phone lines to make ready the site for the New Water Plant.
ATTACHMENTS	Cost Proposal



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 173615
Project Number : 9512365

Date : 07/09/2014
Customer ID : 133470

Billing Information

Billing Party's Name : CITY OF PIQUA -WATER TREATMENT PLANT
Phone : (937) 778-2004
Billing Address : 201 WEST WATER STREET
PIQUA, OH 45356
Contact Name : DONALD FREISTHLER -BOB GRAESER
Phone : (937) 778-2090

Work Description & Engineering Remarks : ** 7/9/14 DESCRIPTION UPDATE ** CUSTOMER REQUEST TO RELOCATE EXISTING AT&T FACILITIES FROM CURRENT AERIAL ENVIRONMENT LOCATED AT THE REAR OF THE EXISTING PROPERTY TO A DIRECT BURIED ENVIRONMENT LOCATED AT THE FRONT OF THE EXISTING PROPERTY - 9801 STATE ROUTE 66 IN PIQUA, OH. THIS WORK REQUIRES UP-FRONT PAYMENT & SIGNED CONTRACT. PLEASE NOTE: PER PARAGRAPH THREE, THIS IS AN ACTUAL COST BASIS CONTRACT. QUOTE AUTHORIZED BY DONALD FREISTHLER 3/4/14.

Expenses	Amount
Engineering Labor	\$ 11,012.75
Material Cost	\$ 33,760.65
Construction Labor	\$ 10,017.42
Contractor Cost	\$ 31,550.40
Misc. Tax	\$0.00
Total Estimated Costs	\$ 86,341.22

OSPE Representative: MICHAEL SIERACKI
Title: Customer Contract Specialist
Phone #: (262) 970-8418

RESOLUTION NO. R-102-14

**A RESOLUTION REQUESTING AUTHORIZATION TO INCREASE
THE INITIAL PURCHASE ORDER AMOUNT FOR THE CITY OF
DAYTON FOR THE PURCHASE OF QUICKLIME**

WHEREAS, the City of Piqua has the ability to purchase a greater amount of quicklime from the City of Dayton than originally anticipated; and

WHEREAS, buying quicklime from the City of Dayton for the remainder of 2014 would save the City of Piqua money as the City of Dayton's quicklime is cheaper than our secondary supplier.

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 purchase order for the City of Dayton be increased by \$20,000 to a final amount of \$44,900.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to this Resolution.

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	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to increase the initial purchase order amount for The City of Dayton for the purchase of quicklime.		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Utilities Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In the past years, Dayton has not had lime regularly available for purchase. Therefore, we did not foresee needing more than the initial amount put on the purchase order. However, Dayton has informed us that they can supply us lime for the remainder of the year. We have currently exceeded the initial purchase order amount from the City of Dayton for quicklime by \$1,730. We would like to increase the purchase order that is currently in place with the City of Dayton by an additional \$20,000.</p> <p>Dayton's quicklime has a higher amount of calcium content and has less grit than Mississippi Lime, who is our other supplier. Therefore, we are able to treat the water with a lesser amount of product.</p> <p>We are able to purchase the lime from Dayton at \$55 per ton cheaper than Mississippi Lime. We would be able to save approximately \$6,000 for the remainder of the year.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$138,000	
	Expenditure \$:	\$20,000	
	Source of Funds:	403-305-641-7157	
	Narrative	<p>The Water Department has budgeted moneys for the purchase of quicklime from two companies.</p> <p>We need to add money to the initial purchase order for the City of Dayton so we may purchase cheaper and higher quality lime.</p>	

<p style="text-align: center;">OPTIONS (Include Deny /Approval Option)</p>	<p>1.</p> <p>2.</p> <p>3.</p>	<p>Approve the Resolution to increase the initial purchase order for the City of Dayton by \$1730.10 to cover the overage for the purchase of quicklime.</p> <p>Approve the Resolution to increase the initial purchase order for the City of Dayton by \$20,000 to cover the overage and have moneys to purchase Dayton lime for the remainder of 2014.</p> <p>Do not approve the Resolution and remain in exceedance of the initial purchase order amount for the City of Dayton and continue to purchase lime at a higher price from Mississippi Lime.</p>
<p style="text-align: center;">PROJECT TIMELINE</p>	<p>The project will begin immediately upon approval of the Resolution.</p>	
<p style="text-align: center;">STAFF RECOMMENDATION</p>	<p>Approval of the Resolution to increase the purchase order for the City of Dayton for the purchase of quicklime.</p>	
<p style="text-align: center;">ATTACHMENTS</p>	<p>Dayton Lime quote</p>	

Don Freisthler

From: Odom, Linda <Linda.Odom@daytonohio.gov>
Sent: Friday, January 24, 2014 11:20 AM
To: Don Freisthler
Subject: RE: City of Dayton Lime

Hi Don

The current price for City of Dayton Lime is \$105.00/Ton

~Linda

From: Don Freisthler [<mailto:dfreisthler@piquaoh.org>]
Sent: Friday, January 24, 2014 10:43 AM
To: Odom, Linda
Subject: City of Dayton Lime

Linda

The City of Piqua is interested in purchasing Lime from Dayton again this year

Do we need to bid on the lime or is there a price per ton you are asking for this product in 2014?

Don Freisthler
Water System Superintendent
City of Piqua

[Web](#) | [Twitter](#) | [Facebook](#) | [YouTube](#) |

RESOLUTION NO. R-103-14

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT WITH UTILITY SERVICE COMPANY FOR THE INSTALLATION OF A TRIHALOMETHANE REMOVAL SYSTEM (TRS) AND A TEN YEAR SERVICE CONTRACT THAT WILL INCLUDE INSPECTION AND REQUIRED MAINTENANCE OF THE EAST ASH STREET WATER TOWER

WHEREAS, the City of Piqua, desires to enter into a contract with Utility Service Company for the installation of a TRS and service contract; and

WHEREAS, Utility Service Company will overcoat the exterior of the water tower as well as sandblast and paint the interior; and

WHEREAS, Utility Service Company will provide inspections, required maintenance, and upkeep on the East Ash Street Water Tower for the contractual 10 year period.

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

SEC. 1: A contract is hereby approved with Utility Service Company for the installation of a TRS and ten year service contact which includes overcoating the exterior as well as sandblasting and painting the interior of the tower.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into a contract with Utility Service Company for the installation of a Trihalomethane Removal System (TRS) and a ten year service contract that will include inspection and required maintenance of the East Ash Street Water Tower.		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Water		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Water Treatment Plant has had issues with high levels of Trihalomethanes in its distribution system. Studies have shown that the installation of a removal system will help alleviate some of these higher levels. The installation will take place in 2015.</p> <p>There are also many issues currently with the condition of both the interior and exterior of the E. Ash Street water tower. The contract with Utility Services will allow for the necessary repairs to be made to the tank. In 2015, the exterior of the tank will receive an overcoat as well as the interior being sandblasted and repainted. Subsequent inspections will be made on the interior and exterior of the tank for the next ten years. As a part of this contract, any repairs needed to the tank within the contract time, will be completed by Utility Services as part of this maintenance agreement.</p> <p>This project was presented to City Commission at a work session on June 12, 2014.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$650,000 (painting) \$240,000 (TRS)	
	Expenditure \$:	Per attached cost proposal	
	Source of Funds:	403-303-618-7204 & 403-000-190-1900	
	Narrative	Request for proposals were sent out for the Maintenance and Asset Management of the E. Ash Street tank to four consultants. We received proposals back from three consultants and out of those three, only Utility Services was willing to provide an extended warranty for the overcoating of the tank. Utility Services was also the only contractor who would provide the TRS that the City desires based on our research of different TRS systems in other communities.	

OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to enter into a Contract with Utility Service Company to install a TRS and renovate the tower as well as provide services needed for long term maintenance, inspections and repairs to the tank.
	2.	Do not approve the Resolution and do not enter into the Contract with Utility Service Company and resulting in more costly repairs to be made in the future.
PROJECT TIMELINE	The overcoating of the tower will take place next spring along with the other repair work. The maintenance contract is for the next ten years.	
STAFF RECOMMENDATION	Approval of the Resolution to allow for Utility Service Company to complete the installation of a TRS and to enter into a long-term service contract with them for the E. Ash Street Water Tower.	
ATTACHMENTS	Cost Proposal	

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into by and between CITY OF PIQUA, OHIO, with a principal business address of 201 West Water Street, Piqua, Ohio 45356 (“Owner”), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 1230 Peachtree Street, NE, Promenade II, Suite 1100, Atlanta, Georgia 30309 (“Company”).

WHEREAS, the Owner and Company (collectively, “the Parties”) desire for Company to provide services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain services (“Services”) set forth on each properly executed Scope of Work (“SOW”) to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the “Terms and Conditions”) set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 20____ (“Effective Date”). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year (“Term”). This Agreement will automatically renew for successive one-year terms (“Renewal Terms”) unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company’s employees and principals shall not be deemed for any purpose to be Owner’s employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates

may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate.

Owner, its employees, agents, all boards, commissions, and/or authorities and board members, including employees and agents thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds. Owner shall receive a copy of the endorsement and certificate of insurance showing the above coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Agreement or any SOW may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company

any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Ohio Revised Code § 9.29.

a. The Owner is not required to make total payments in a single year that exceed the excess of (a) the Owner's water utility charges over (b) the operating expenses of the water system payable from such charges and the principal, interest, and other debt charges, including reserves and coverage requirements, for outstanding debt due in that year.

b. The work performed under this Agreement shall be performed under the supervision of a professional engineer licensed under Chapter 4733 of the Revised Code, who

certifies that the work will be performed in compliance with all applicable codes and engineering standards.

c. If, on the date of commencement of the Agreement, the water tank or appurtenant facilities require engineering, repair, sustainability, water quality management, or service in order to bring the tank or facilities into compliance with federal, state, or local requirements, the Company must provide the engineering, repair, sustainability, water quality management, or service. The cost of the work necessary to ensure such compliance shall be itemized separately and may be charged to the Owner in payments spread over a period of not less than three years from the date of commencement of the Agreement or SOW. The charges shall be paid after provision is made to pay operating expenses and the principal, interest, and other debt service charges, including reserves and coverage requirements for outstanding debt due in that year.

14. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God, strike, labor, dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

COMPANY

CITY OF PIQUA, OHIO

UTILITY SERVICE CO., INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address for Each Party:

City of Piqua, Ohio

Utility Service Co., Inc.

Attn: _____

Attn: Customer Service Department

Post Office Box 1350

535 General Courtney Hodges Boulevard

Perry, Georgia 31069

**RESOLUTION NO. R-104-14
AMENDED 10-3-2014**

**A RESOLUTION AUTHORIZING THE MIAMI COUNTY PARK DISTRICT TO FILE AN
APPLICATION TO THE STATE OF OHIO, TO PARTICIPATE IN THE LOCAL
GOVERNMENT INNOVATION FUND PROGRAM**

WHEREAS, the state of Ohio, Development Services Agency, provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the City of Piqua desires to participate as a collaborative partner to receive financial assistance under the Ohio Development Services Agency Local Government Innovation Fund Program; create a regional development/tourism plan for an east-west corridor between Darke County through Miami County and tying into Champaign County multiuse trails; and

WHEREAS, the cost for such activities shall not exceed \$ 55,000, including an in-kind or monetary match of no more than \$1,000 to be provided by the City of Piqua; and

WHEREAS, the Miami County Park District has the authority to apply for financial assistance and/or participate as a collaborative partner through the Local Government Innovation Fund Program; and,

WHEREAS, the Miami County Parks District has agreed to serve as the primary or lead applicant for the project application, with other collaborative parties also participating in the project planning and funding;

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: That the City of Piqua desires to partner with the Miami County Park District and other collaborative parties for the filing of an application for financial assistance under the Ohio Local Government Innovation Fund Program as described herein.

SEC. 2: The City Manager is hereby authorized to provide all information and documentation required for the City of Piqua to participate as a collaborative party in the state of Ohio, Development Services Agency, Local Government Innovation Fund Program application to be submitted by the Miami County Parks District as described herein;

SEC. 3: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to the agreement terms, not to exceed \$1,000.

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

PASSED: _____

LUCINDA L. FESS, MAYOR

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	September 25, 2014			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE MIAMI COUNTY PARK DISTRICT TO FILE AN APPLICATION TO THE STATE OF OHIO, TO PARTICIPATE IN THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM			
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 checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>The City of Piqua has engaged representatives from surrounding communities and destination operators located in northern Miami County and Shelby County in a conversation concerning the possibility of the connecting those communities/destinations to the Miami Valley Regional Bikeway system. The villages of Covington, Bradford, and Lockington, the City of Sidney, the Shelby County Parks District, the Miami & Erie Canal Corridor Association, and the Johnston Farm and Indian Agency Historic Site have all confirmed an interest in connecting to the regional trail network via a connection to the Piqua trail system.</p> <p>Miami County Parks District has agreed to serve as the lead agency submitting a joint application to the state of Ohio to request Local Government Initiative Funds to complete a Northern Miami Valley Bikeway Plan. The study will include an assessment of existing conditions, stakeholder meetings and community engagement, and recommended alignments and actions to guide the future construction of the improvements. Partner agencies supporting the application with a \$1,000 in-kind and or monetary match will include the City of Piqua, Friends of the Johnston Farm and Indian Agency Historic Site, the Village of Covington and the Village of Bradford. The total grant amount being requested is \$50,000.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	1,000		
	Expenditure \$:	1,000		
	Source of Funds:	Planning Budget		

	Narrative:	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to approve participation in the application.
	2.	Defeat the resolution and reject participation in the application.
PROJECT TIMELINE	October 7, 2014 – City Commission – Hearing Nov/Dec 2014 – Submit Application for Funding 2015 – Engage Consult to prepare plan if successful in securing funding.	
STAFF RECOMMENDATION	Approve participating in the application submittal in support of connecting surrounding communities to the Piqua’s trail system.	
ATTACHMENTS	Resolution	

**RESOLUTION NO. R-105-14
AMENDED 10-3-2014**

**A RESOLUTION AUTHORIZING THE POWER SYSTEM TO PROCEED WITH
EXPENDITURES INCIDENTAL TO THE ACQUISITION AND ELIMINATION OF THE DP&L
SUBSTATION ON SOUTH MAIN STREET**

WHEREAS, the City of Piqua desires to acquire certain portion of the real estate known as Lot 44, Parcel N44-404078, that is currently owned by Dayton Power & Light Co. (Owner), and is further described as set forth in Exhibit A attached hereto; and

WHEREAS, the land referenced in Exhibit A is currently occupied by electric infrastructure, and the City desires to acquire the property to assemble the tract with adjoining land to facilitate the development of public and or private improvements contemplated in the City of Piqua Riverfront District Brownfield Action Plan.; and

WHEREAS, the owner has expressed a willingness to transfer ownership interest in the subject real estate to the City provided the City facilitates the construction of electric infrastructure necessary to allow the owner to vacate the existing electric infrastructure located on the subject property; and,

WHEREAS, the City of Piqua Energy Board has recommended to Piqua City Commission to authorize an expenditure of up to \$60,000 to complete work necessary to allow for the vacation of the existing electric infrastructure and the acquisition of the subject property described in Exhibit A; and,

WHEREAS, the city has a desire to facilitate the construction of the new electric infrastructure to allow for the elimination of the existing electric infrastructure over the subject property and the eventual removal of other existing infrastructure located in and around Lock Nine Park; and,

WHEREAS, the subject real estate and electric infrastructure elimination has a value to the development of public and or private improvements contemplated in the City of Piqua Riverfront District Brownfield Action Plan that is equal to or greater than \$60,000; and,

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

SEC. 1: The City Manager is hereby authorized expend up to \$60,000 to facilitate the construction of electric infrastructure necessary to allow the owner to vacate the existing electric infrastructure located on the subject property, and to facilitate the transfer of ownership of the subject property to the City.

SEC. 2: The subject property as described in Exhibit A is needed to facilitate the development of public and or private improvements contemplated in the City of Piqua Riverfront District Brownfield Action Plan.

SEC. 3: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to the agreement terms, not to exceed \$60,000

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	September 25, 2014			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE POWER SYSTEM TO PROCEED WITH EXPENDITURES INCIDENTAL TO ACQUISITION AND ELIMINATION OF THE DP&L SUBSTATION ON SOUTH MAIN STREET			
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 checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>The City of Piqua has negotiated terms to provide for the demolition of the DP&L substation located in downtown Piqua at 104 S. Main Street, just south of the recreational trail. The terms provide for the City of Piqua Power System to cover the expense of installing a new DP&L facility on Piqua-Troy Road that is necessary to allow for the S. Main Street substation facility, and eventually all of the DP&L infrastructure along the river near Lock Nine Park, to be vacated. Upon the completion of new facility on Piqua-Troy Road DP&L will turn over ownership of the substation to the City of Piqua, and the Piqua Power System will demolish the vacated substation structure and incidental equipment. A Phase I Environmental Site Assessment (ESA) will be completed prior to taking possession and a subsequent Phase II ESA will be necessary to determine the scope of the cleanup work required to abate any undesirable environmental conditions found at this property. The Energy Board unanimously recommended Piqua City Commission authorize reimbursing DP&L for costs associated with the elimination of the DP&L Main Street substation at a cost not to exceed \$60,000, at its regular May 27, 2014 meeting.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	60,000		
	Expenditure \$:	60,000		
	Source of Funds:	Power System Budget (401-291-923-7553)		
	Narrative:			

OPTIONS (Include deny /approval option)	1.	Adopt the resolution to approve the project and the acquisition of the property.
	2.	Defeat the resolution and reject project and the acquisition of the property.
PROJECT TIMELINE	October 7, 2014 – City Commission – Resolution Nov 2014 – Construction of new facility on Piqua-Troy Dec 2014 – Demolish substation on S. Main Street.	
STAFF RECOMMENDATION	Approve the project to facilitate the removal of the substation and eventually the removal of the remaining DP&L infrastructure located along the river near Lock Nine Park.	
ATTACHMENTS	Resolution	

Exhibit A

43079

TRANSFER NOT NECESSARY

July 30 1985
DALE E. DAVIS, AUDITOR
MIAMI COUNTY, OHIO

ELECTRIC R/W

KNOW ALL MEN BY THESE PRESENTS

THAT Jack R. Selover and Marilyn A. Selover (husband and wife)

Grantor(s), in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45402 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, do(es) hereby GRANT, BARGAIN, SELL AND CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for lines for the transmission and/or distribution of electric energy and/or for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment, and all other appurtenances which in the judgement of the Grantee are necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, over, upon, under and through the following described premises, viz:

Situated in City of Piqua, Miami County, Ohio.

And being a part of Inlot No. 44, 69 and 70 on the original plat of Piqua as recorded in Plat Book 1, Page 1 of the Plat Records of Miami County, Ohio, and being a part of the 0.645 acre tract conveyed in a Limited Warranty Deed recorded in Volume 580, Page 23 of the Deed Records of the aforesaid county.

Said right of way and easement shall be approximately along the following course:

Beginning at a southeasterly corner in the southerly line of Inlot 44, 68.00 feet westwardly from the westerly line of Main Street; thence south 89° 52' 00" west 91.08 feet with a southerly line to the common corner of Inlots 43, 44, 69 and 70; thence south 0° 05' 40" east 74.20 feet with the easterly line of Inlot 70 to a point; thence north 89° 58' 20" west 5.00 feet with a southerly line of said 0.645 acre tract to a point; thence north 0° 05' 40" west 59.18 feet to a point; thence south 89° 52' 00" west 154.06 feet to a point in the easterly line of Wayne Street; thence north 0° 11' 10" west 15.00 feet with the easterly line of said Wayne St. to the northwesterly corner of said Inlot 70; thence north 89° 52' 00" east 87.00 feet with the northerly line of said Inlot 70 to a corner; thence north 0° 11' 10" west 3.00 feet with a westerly line of said 0.645 acre tract to a point; thence north 89° 52' 00" east 55.00 feet parallel with the southerly line of said Inlot 69 to a point; thence north 0° 05' 40" west 10.00 feet parallel with the easterly line of said Inlot 69 to a point; thence north 84° 03' 40" east 108.77 feet to a point in the most easterly line of said 0.645 acre tract; thence due south 24.00 feet with the said easterly line of the place of beginning.

Said right of way and easement may be further identified on Exhibit "A" attached hereto and made a part hereof.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

Grantee, its successors and assigns, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and easement and the adjoining premises of Grantor(s) to add to, construct, reconstruct, repair, maintain, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions, both within and without the limits of said right of way and easement, as, in the opinion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee shall reimburse Grantor(s) for any damage or loss to growing crops and other property, including buildings and fences, that may be caused

by the negligence of Grantee, its agents, servants, or employees, in the construction, repair, use or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor(s). No excavating or filling shall be done or be permitted by Grantor(s) within said right of way and easement, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, and/or (d) create a hazard.

Grantor(s) shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Grantor(s) covenant with Grantee, that he/she/they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and he/she/they do warrant and will defend the same against the claims of all persons whomsoever.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's right of way and easement herein provided for, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of the Grantor(s) and Grantee respectively, as fully as if such words were written whenever reference to the Grantor(s) and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this 30th day of July, 1985.

Witnesses Grantor(s)
Signed and acknowledged in the presence of:
Thomas K. Hogg
Jack R. Selover
Marilyn A. Selover

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared Jack R. Selover and Marilyn A. Selover (husband and wife)

the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be their voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this 30th day of July, 1985.

Notary Public
James H. DeWeese, Attorney At Law
Notary Public, - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared By
DAVE DOWELL
ATTY AT LAW

2544L/bja M556-EG Project No.
0004.GL(c)

TRANSFER NOT NECESSARY
July 30, 1985
DALE E. DAVIS, AUDITOR
MIAMI COUNTY, OHIO

RESOLUTION NO. R-106-14

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the *Plan It Piqua 2007 Comprehensive Plan Update* adopted in 2008 identifies the area situated east of downtown and west of the Great Miami River, and referred to herein as Historic East Piqua, as an area with significant redevelopment potential; and,

WHEREAS, the *ReDO 2010 Redevelopment Opportunities Plan* identifies the Historic East Piqua area as one of the top five brownfield redevelopment opportunities within the community; and,

WHEREAS, in 2012 the City of Piqua Development Department partnered with the Agency for Toxic Substances and Disease Registry to complete the *Historic East Piqua Area Redevelopment Plan*; and,

WHEREAS, the *Historic East Piqua Area Redevelopment Plan* identifies challenges and provides a preliminary vision for the redevelopment opportunities within the area; and,

WHEREAS, the City of Piqua is desirous of moving forward with the next steps indicated in the *Historic East Piqua Area Redevelopment Plan*, which includes engaging professional consulting services to complete the necessary planning and design work essential to advancing the redevelopment vision; and,

WHEREAS, the City of Piqua Development Department solicited proposals for the professional services necessary and received two submittals; and,

WHEREAS, the City of Piqua Development Department has evaluated the proposals received and recommends authorizing an agreement with MKSK to provide the services outlined in the *Historic East Piqua Feasibility Study and Master Plan Scope of Work*, included herewith as Exhibit 'A', for a total contract amount not to exceed \$115,000; 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: This City Manager is authorized to enter into a professional services agreement with MKSK to provide the services outlined in the *Historic East Piqua Feasibility Study and Master Plan Scope of Work*, included herewith as Exhibit 'A'.
- SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$115,000.
- SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;
- SEC. 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #9

MEETING DATE	September 30, 2014			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT			
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 checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Planner		<input checked="" type="checkbox"/> Community Development Manager	
BACKGROUND (Description, background, justification)	<p>In 2013 the Development Department secured a grant for technical assistance and funding from the Agency for Toxic Substance and Disease Registry (ATSDR) for a planning process that evaluated the challenges and identified the opportunities for the Historic East Piqua area. In 2014 the Development Department received additional funding from ATSDR to complete the next steps recommended in the initial planning document, which includes completing a feasibility study and master plan for the Historic East Piqua planning area. The planning project will include community engagement and stakeholder meetings and produce a plan for redeveloping the corridor leading into the community and the surrounding neighborhoods.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	115,000		
	Expenditure \$:	115,000		
	Source of Funds:	The ATSDR grant provides 100% of the funding necessary to complete this project. There is no local match requirement.		
	Narrative:	The professional services to be secured will result in a detailed analysis of the preliminary vision that provides a detailed look at fiscal realities related to the existing building stock and real estate, the public and private infrastructure, and the potential end uses of the properties. A redevelopment plan and pro-forma will be developed to guide the implementation of the Plan and for use as a marketing tool to secure public and private sector support and participation in the redevelopment project.		

OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the execution of a professional services contract for the next phase of Historic East Piqua Redevelopment Plan.
	2.	Defeat the resolution and deny the execution of a professional services contract for the next phase of Historic East Piqua Redevelopment Plan.
PROJECT TIMELINE	October 7, 2014 - City Commission – Regular Meeting	
STAFF RECOMMENDATION	Approve the proposed resolution.	
ATTACHMENTS	1. Historic East Piqua Feasibility and Master Plan Scope of Work	



MKSK COLUMBUS
462 South Ludlow Alley
Columbus, Ohio 43215
614.621.2796

August 6, 2014

Mr. Chris Schmiesing
City Planner
Development Department
201 West Water Street
Piqua, OH 45356

RE: Historic East Piqua Master Plan. MKSK# c14816

Dear Chris:

MKSK, along with our consultant partners, are honored to present this proposal to develop a Feasibility Study and Master Plan for Historic East Piqua. The MKSK team understands that the City of Piqua seeks to develop actionable, data-driven strategies to fully realize the economic and cultural potential of this area and the adjacent neighborhoods.

The MKSK team combines localized knowledge and resources with regional and national expertise. Doing so allows our market study and planning process to move seamlessly from data gathering and analysis to the specific policy recommendations, catalyst projects and urban design and infrastructure improvements that will transform the study area. This holistic approach goes beyond typical market studies that define the current potential of a study area. The MKSK team will focus instead on existing and future trends and the ultimate vision that City of Piqua, community leaders, and the public have for this unique study area.

The key strengths of our multidisciplinary team are as follows:

MKSK, Columbus, OH

- MKSK will serve as the project lead, guiding overall public process, survey and needs assessment, master planning, development strategies and design recommendations.
- We bring the proven ability to establish a vision that is grounded in market reality that can be implemented, built and have a lasting economic impact. This is evidenced in our strong planning track record that has resulted in built projects and continued, longstanding client relationships. We don't just create a vision and walk away.
- We understand how to craft the public process and utilize innovative public response tools to maximize engagement
- We work best with clients that have a vision such as the City of Piqua. Our collaboration will result in implementable projects that lead to transformational change.



Our team is comprised of:

PROS Consulting, Indianapolis, IN

PROS Consulting brings unparalleled experience in parks and recreation programming and needs assessment and has worked on more than 700 projects in over 46 states and 7 countries. PROS is considered a national leader in innovative and sustainable Parks and Recreation system planning. MKSK has recently collaborated with PROS on the Columbus Recreation and Parks Department Master Plan that identified existing and future needs and developed a framework for improvements and additions to existing and future facilities.

Kirwan Institute, The Ohio State University Columbus, OH

The Kirwan Institute for the Study of Race and Ethnicity at The Ohio State University works to create a just and inclusive society where all people and communities have the opportunity to succeed, placing special emphasis on marginalized families and communities. Under the direction of Professor Sharon Davies, the Institute has been growing a health equity portfolio by understanding and mapping social determinants of health and health incident “hotspots.”

CityVisions Associates, Louisville, KY

Barry Alberts’ experience and insight through his recent and ongoing work in Piqua on the Riverfront District will be invaluable in assisting with the development of a plan for Historic East Piqua that is grounded in market realities and complements the existing downtown planning efforts and supports planned improvements and development projects. MKSK has collaborated with CityVisions on the recently completed Downtown Louisville Master Plan that developed plans and catalytic improvement projects for five distinct downtown neighborhoods, set a new vision for the downtown riverfront and outlined the needed policy and incentives necessary to achieve success.

We are excited to help the City of Piqua envision and plan for its future and we look forward to further discussions with you about our team’s strategic approach to this Feasibility Study and Master Plan.

PROJECT UNDERSTANDING

Historic East Piqua serves as the primary gateway to Downtown Piqua and provides access to a significant portion of the Downtown riverfront. Identifying health and wellness, recreation, and infill development driven opportunities and strategies for this area will enable the City to fully realize the economic potential of the study area.

Bordered by Spring Street on the west and the Great Miami River to the north, east and south, the study area has numerous different characteristics that influence and inform physical character, market

potential, environmental quality, cultural value, and recreational opportunities. From the industrial sites on the east side of the study area, to the existing neighborhood residential uses on the west, north and south edges, and including the recreational and commercial in the core, the MKSK team will identify the appropriate mix of uses and assess the redevelopment potential of each distinct zone of the study area.

This project builds from a previous planning study that was completed in October, 2013. That study identified a number of potential areas of further study and this project addresses several of them. In particular, this study includes 5 scope areas which will ultimately generate a physical master plan and redevelopment strategy. These scope areas are as follows: 1) physical site development considerations of the project area; 2) impacts of existing land uses on resident health and potential remediation of health and wellness issues through site/infrastructure improvements and community amenities; 3) creation of finance and development mechanisms which incentivize new development; 4) creation of strategies which ultimately result in the construction of new market rate housing in the study area; and 5) determination of need for community recreational facilities and creation of potential mechanisms which could lead to creation of new and recreational facility in the study area. The MKSK consultant team has created the following scope of work which addresses each of these issues individually across three project phases.

The scope has been boiled down into a process that has three general phases: Analyze, Collaborate, and Strategize. Each project phase is designed to allow for input from the City, key community stakeholders, and the general public. This process will be collaborative and iterative in nature and allow for maximum flexibility and discussion. The process is also structured in a manner which provides clear milestones and a complete end product. The core goal of this process is to develop a plan that has clear action items that can be implemented immediately following completion of the plan.

SCOPE OF WORK

The scope of services and deliverables below reflect our understanding of the recommended process for conducting the Historic East Piqua Feasibility Study and Master Plan.

GEOGRAPHIC SCOPE:

The MKSK project team will primarily focus on the study area bounded by Spring Street and the Great Miami River. This is the area known as "Historic East Piqua".

The City of Piqua has several ongoing projects in the Downtown area and along the Riverfront. This 'Area of Influence' is shown on Exhibit 2. The MKSK consultant team will incorporate ongoing planning work in this area into the decision-making process of this plan. The Team will create planning concepts which connect to these projects and potentially enhance them. In addition, the Team will include conceptual ideas for this area which develop during the planning process. These will be illustrated in a conceptual nature through plans, maps and/or diagrams.

COLLABORATIVE INPUT PROCESS:

The MKSK consultant team recommends the creation of several groups which will provide specific project input throughout the planning process. This will allow for proper community engagement while maximizing the time and effort of project participants. Each group will have specific tasks and expected outcomes. The ultimate goal is to build consensus around the goals and strategies of the final plan and to construct a network of individuals and organizations which will aid in implementation.

CLIENT GROUP

The Client Group will function as the primary point of contact for the MKSK consultant team. The group will primarily consist of Chris Schmiesing - City Planner, and other members of various City departments including Community Development, Economic Development, etc.

STEERING COMMITTEE

MKSK will work with the Client Group to develop a Steering Committee to guide the individual aspects of the planning and design project components. The Steering Committee is recommended to be selected from a wide variety of individuals including City Officials, institutional leaders, business owners, residents, and other key individuals. It is recommended that the Steering Committee be limited to 10-15 members or less and may include representatives from the YMCA, UVMC, Piqua Board of Education, sports organizations, etc. MKSK will work closely with the Steering Committee through each phase of the project.

STAKEHOLDERS/FOCUS GROUPS

In addition to the Steering Committee, MKSK will interview key community stakeholders in a small group discussion or individual interview format. These interviews will be scheduled early in the process to generate key input and buy-in for the project. Potential stakeholders include leadership of various City Departments, key elected officials, business owners, study area property owners, and leadership of community groups.

GENERAL PUBLIC

The MKSK consultant team values the input of the General Public and considers it to be a key driver of the future success of a plan's implementation. To support public input, we propose 3 public meetings; one for each phase. The goal of the meetings will be to gain understanding of public needs, to review preliminary concepts and strategies, and to generate support and excitement for project outcomes.

In addition to the 3 public meetings, the MKSK consultant team recommends the development of a project website which will serve as a digital 'home-base' for the project. The site will be powered by MindMixer, a well-established and popular service which has been utilized for hundreds of public planning projects across the country. MindMixer has the capability to function as a simple informational web page to present the background and scope of the project, announce public meetings, showcase study area photos and maps, and to post draft and final plans. In addition, MindMixer has significant built-in functionality to actually generate public input throughout the planning process through the use of discussion forums and various 'activities' in which users must prioritize potential outcomes. The website serves as an additional public input tool to allow for feedback for those who are not able to attend meetings. The MKSK consultant team will work with the Client Group to determine an appropriate level of functionality for the project website.

PROCESS:

MKSK has developed a draft schedule for the Historic East Piqua Master Plan, attached as exhibit 1. This schedule is preliminary in nature and will likely change as the planning process progresses. The following scope is based on the number of meetings outlined in the schedule.

1. PHASE I: ANALYZE

This phase of the project will identify current conditions in the study area to establish a baseline of information for use in subsequent phases of the project.

1.1. Develop preliminary project goals and objectives

- 1.1.1. Work with the Client Group to develop preliminary goals and objectives
- 1.1.2. Review goals and objectives with Steering Committee, Stakeholders, and General Public
- 1.1.3. Refine goals based on feedback
- 1.1.4. Approximate Fee.....\$500

1.2. Generate inventory and analysis for the study area

- 1.2.1. Collect and examine the following data:
 - 1.2.1.1. Property ownership (i.e. parcel) data and valuation
 - 1.2.1.2. Building footprints, square footage, and age
 - 1.2.1.3. Current land and building use
 - 1.2.1.4. Streets and transportation infrastructure (e.g. traffic signals, bicycle facilities, etc.)

- 1.2.1.5. Public and private utilities infrastructure (e.g. storm and sanitary sewers, water, etc.)
- 1.2.1.6. Existing commercial and residential inventories and occupancy/vacancy
- 1.2.1.7. Topography and natural features
- 1.2.1.8. Parks, open space, public gathering spaces, points of interest and amenities
- 1.2.1.9. Population, employment and demographic information
- 1.2.1.10. Existing zoning and future land use designations
- 1.2.1.11. Other relevant physical conditions data that may be readily available
- 1.2.2. The City will provide all available municipal data and assist in procurement of data from the Miami County auditor, and other public agencies where necessary. The MKSK team will procure additional relevant data from available private sources as budget allows. The project team will review all available data to assess quality and verify gaps, and will report this assessment to the City
- 1.2.3. Following acquisition and assessment of available existing conditions data, the MKSK team will visit the study area to conduct a windshield/walking survey. This survey will fill information gaps where possible. The field survey will focus primarily on:
 - 1.2.4. Visual/qualitative assessment of physical development conditions.
 - 1.2.5. Inventory of commercial and residential building types and conditions.
 - 1.2.6. Inventory of occupied spaces, existing retail categories and class of space
 - 1.2.7. Inventory of residential and residential appropriate spaces, and identification of residential categories.
 - 1.2.8. Review relevant studies, reports, regulations and policies as determined by the project team
 - 1.2.9. Develop Site Analysis graphics demonstrating physical opportunities and constraints
 - 1.2.10. Approximate Fee.....\$4,000

1.3. Develop and administer a community health survey

- 1.3.1. Generate survey format, list of questions, and data collection methodologies
- 1.3.2. Review draft survey and recommended data with Client Group
- 1.3.3. Survey area includes Historic East Piqua
 - 1.3.3.1. The survey area includes approximately 160 households
- 1.3.4. Perform community health survey through Client Group accepted format. At minimum, the health survey results data will be geographically referenced and able to be sorted and mapped by census block/tract
 - 1.3.4.1. Utilize potential incentives to assist in generating survey results
 - 1.3.4.2. In order to assure valid survey results, the Consultant Team will assure a minimum of 30 survey results (a 20% response rate, which will include at least one focus group (approximately 60-90 minutes)

- 1.3.4.3. The MKSK team will work local partners including the City of Piqua to facilitate engagement with the public and distribution of the survey.
- 1.3.5. Determine potential correlations between survey results the physical/environmental condition of the study area, including any mapping
- 1.3.6. Discuss community health survey results with Client Group and Steering Committee
- 1.3.7. Approximate Fee.....\$10,000
- 1.4. Examine existing City policies, financing strategies, and other redevelopment tools**
 - 1.4.1. Review relevant studies, reports, regulations and policies as determined by the project team
 - 1.4.2. Review previous projects and successful financing mechanisms
 - 1.4.3. Review and summarize relevant local, state and federal funding mechanisms
 - 1.4.4. Analyze additional non-profit or private investment opportunities
 - 1.4.5. Examine City of Piqua developed tools for generation of private sector investment
 - 1.4.6. Approximate Fee.....\$10,000
- 1.5. Examine existing housing market and conditions**
 - 1.5.1. Assess the local residential market to determine specific opportunities, market voids or niches that could be met in and adjacent to the study area, as well as introducing product types not currently available.
 - 1.5.2. Conduct housing Field Survey of existing housing conditions. The field survey will focus primarily on:
 - 1.5.2.1. Visual/qualitative assessment of physical development conditions
 - 1.5.2.2. 'Ground Truthing' of residential market assessment
 - 1.5.3. Approximate Fee.....\$6,000
- 1.6. Examine existing park and recreation facilities and determine need for new/improved facilities**
 - 1.6.1. Utilize existing inventory of existing park and recreation facilities as developed in the 'Historic East Piqua Redevelopment Area Plan' as basis for planning
 - 1.6.2. Perform on-site survey of existing facility conditions
 - 1.6.3. Generate and review key assumptions for the feasibility study
 - 1.6.4. Generate framework for analysis and strategy development through discussion and prioritization of variables
 - 1.6.5. Collect, log, and review potential data and information required
 - 1.6.6. Facilitate focus group discussions to identify key issues, values, operational issues, and opportunities. These groups may be comprised of Sport/Special Interest Groups, Sports Tourism Groups, Youth Sports Leagues, etc.
 - 1.6.7. Complete a demographic trends analysis which is based on Census 2000 baseline data, 2010 reported data, and projected populations for 2017 and 2022 assimilation. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, and income characteristics.

This analysis will provide an understanding of the demographic environment for the following reasons:

- 1.6.7.1. To understand the market areas which are potential served by the proposed Community Center/RecPlex
- 1.6.7.2. To determine changes and assist in making proactive decisions to accommodate those shifts
- 1.6.8. Analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in like community centers to an agreed to drive-time. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local and regional basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing, and attraction
- 1.6.9. Confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends, as documented in the Sports & Fitness Industry Association's (SFIA) 2013 Study of Sports, Fitness, and Leisure Participation market research data. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the Community Center/RecPlex. These figures will serve as the basis for participation and revenue projections of the Community Center/RecPlex
- 1.6.10. Approximate Fee.....\$12,000

1.7 Project Management & Process Support

- 1.7.1. Generate project communication protocols
- 1.7.2. Develop project branding including plan logo, name and graphic standards
- 1.7.3. Initiate and construct utilizing MindMixer
- 1.7.4. Refine and finalize project process and schedule
- 1.7.5. Generate draft agendas for public meetings
- 1.7.6. City of Piqua to generate list of Steering Committee member and handle direct communications for scheduling meetings, distributing notes, etc.
- 1.7.7. City of Piqua to schedule Public Meetings and handle all outreach related to scheduling and outreach
- 1.7.8. Approximate Fee.....\$2,000

1.8. Synthesis

- 1.8.1. Generate Phase 1 project status compendium
- 1.8.2. Approximate Fee.....\$500

1.9. Deliverables

- 1.9.1. Preliminary goals and objectives
- 1.9.2. Site analysis report and supporting documentation

- 1.9.3. Community health survey results
- 1.9.4. City policy and finance mechanism analysis synopsis
- 1.9.5. Housing market and condition synopsis
- 1.9.6. Park and recreation facility existing conditions and potential needs synopsis
- 1.9.7. Refined work program and schedule
- 1.9.8. Steering committee meeting and stakeholder interview summary memos
- 1.9.9. Project branding and website
- 1.9.10. Synthesis report

1.10. Meetings

- 1.10.1. Client group kick-off meeting (#1): Full Consultant Team
- 1.10.2. Study area tour and field survey(s)
- 1.10.3. Client group steering committee/public meeting prep session (#2): MKSK Only
- 1.10.4. Steering committee meeting #1: Partial/Full Consultant Team
- 1.10.5. Public Open House #1: Partial/Full Consultant Team
 - 1.10.5.1. Note: Steering Committee Meeting #1 and Public Open House Meeting #1 to be held on same day
- 1.10.6. Client group Phase 1 synthesis review meeting (#3): MKSK Only
- 1.10.7. Stakeholder interviews: Appropriate team members

1.11. Schedule

- 1.11.1. Months 1 through 4

2. PHASE II: COLLABORATE

This phase of the project will generate initial concepts and strategies to address all project components. The MKSK consultant team will work with the Client Group, Steering Committee and Public to generate feedback and refine the initial ideas.

2.1. Refine project goals and objectives

- 2.1.1. Work with the Client Group to refine project goals and objectives based on feedback of the Steering Committee, Stakeholders, and General Public
- 2.1.2. Develop initial draft strategies based on goals and objectives
- 2.1.3. Approximate Fee.....\$500

2.2. Develop initial site development strategies

- 2.2.1. Develop preliminary site planning diagrams
- 2.2.2. Identify potential connections to adjacent areas and future projects
- 2.2.3. Locate identified potential programmatic uses on the site
- 2.2.4. Select preferred site planning direction
- 2.2.5. Generate conceptual site plan draft alternatives
- 2.2.6. Develop draft section or perspective renderings of selected site plan feature
- 2.2.7. Approximate Fee.....\$7,000

- 2.3. Generate draft recommendations for community health improvements**
 - 2.3.1. Examine health survey results and determine areas of greatest need for improvement
 - 2.3.2. Develop preliminary strategies for community health improvement
 - 2.3.3. Identify potential physical infrastructure improvements which address health issues and could be integrated into the site development strategies
 - 2.3.4. Approximate Fee.....\$3,000

- 2.4. Develop draft strategies for redevelopment and identify preliminary sites for catalytic projects**
 - 2.4.1. Identify potential key sites for redevelopment
 - 2.4.2. Determine competitive positioning of the study area
 - 2.4.2.1. Competitive differentiation of the corridors with other corridors
 - 2.4.2.2. Product recommendations (i.e., upscale, midscale, affordable) where relevant
 - 2.4.2.3. Quality, character, and amenities recommendations
 - 2.4.3. Develop land use planning recommendations including optimal locations for different uses and Mixed-use synergies
 - 2.4.4. Develop an initial market strategy for a mix of product types—residential, retail, etc
 - 2.4.5. Research best practices and develop preliminary concepts for land acquisition entity or mechanism
 - 2.4.6. Develop preliminary funding strategies and development mechanisms
 - 2.4.7. Approximate Fee.....\$6,000

- 2.5. Determine strategies for housing stabilization/rehabilitation as well as infill development opportunities**
 - 2.5.1. Consider potential sites/parcels for market rate housing development
 - 2.5.2. Generate initial recommended housing types, price points, and potential market demand
 - 2.5.3. Develop initial recommendations for home ownership and improvement incentives
 - 2.5.4. Approximate Fee.....\$4,000

- 2.6. Examine existing park and recreation facilities and determine need for new and improved facilities**
 - 2.6.1. Utilizing the Stakeholder Input, Demographic Analysis, Service Provider Analysis, Market Definition, and current partner offerings, the Consulting Team will identify the recommended core programs for the Community Center/RecPlex. This will include key activities and programs for both adult and youth participants as well as the potential size of the core program, and market positioning. This information will be presented in a Visioning Session with the appropriate

participants to finalize a recommended program plan. This core program will drive the concept of the Community Center/RecPlex.

2.6.2. Approximate Fee.....\$6,000

2.7. Project Management & Process Support

2.7.1. Update website

2.7.2. Refine and finalize project process and schedule

2.7.3. City of Piqua to handle direct communications with Steering Committee for scheduling meetings, distributing notes, etc.

2.7.4. City of Piqua to schedule Public Meetings and handle all communications related to meeting dates and outreach

2.7.5. Approximate Fee.....\$1,000

2.8. Synthesis

2.8.1. Generate Phase 2 project status compendium

2.8.2. Approximate Fee.....\$500

2.9. Deliverables

2.9.1. Refined goals and objectives

2.9.2. Draft site development strategies

2.9.3. Draft community health improvement strategies

2.9.4. Draft development strategies

2.9.5. Draft housing/retail strategies

2.9.6. Draft park and recreation needs program

2.9.7. Steering committee meeting and stakeholder interview summary memos

2.9.8. Synthesis report

2.10. Meetings

2.10.1. Client group concept review (#4): Full Consultant Team

2.10.2. Steering committee meeting #2: Full Consultant Team

2.10.2.1. Note: Client Group Meeting #4 and Steering Committee Meeting #2 to be held on same day.

2.10.3. Client group coordination meeting (#5): Partial/Full Consultant Team

2.10.4. Concept review Public Open House #2: Partial/Full Consultant Team

2.10.4.1. Note: Client Group Meeting #5 and Public Open House #2 to be held on same day

2.10.5. Client group synthesis review meeting (#6): MKSK to present results/progress

2.11. Timeframe

2.11.1. Months 3 through 5

3. PHASE III: STRATEGIZE

This phase of the project will finalize all strategies and recommendations developed in previous phases.

3.1. Finalize project goals and objectives

- 3.1.1. Work with the Client Group to finalize project goals and objectives
- 3.1.2. Refine and complete project implementation strategies based on goals and objectives
- 3.1.3. Approximate Fee.....\$500

3.2. Generate final site master plan and renderings for the study area

- 3.2.1. Work with the Client Group to finalize project goals and objectives
- 3.2.2. Finalize conceptual site plan, section and/or perspective renderings
- 3.2.3. Finalize strategies which enhance key connections to adjacent areas including surface streets, trails, and riverfront space
- 3.2.4. Integrate future plans for adjacent areas into master planning efforts
- 3.2.5. Develop conceptual level cost estimates for recommended improvements
- 3.2.6. Approximate Fee.....\$5,000

3.3. Finalize recommendations for community health improvements

- 3.3.1. Finalize strategies for community health improvement
- 3.3.2. Describe need for infrastructure elements relative to community health improvements
- 3.3.3. Approximate Fee.....\$2,000

3.4. Finalize strategies and mechanisms for implementation of key catalytic projects

- 3.4.1. Finalize sites for potential redevelopment
- 3.4.2. Finalize funding strategies and development mechanisms
- 3.4.3. Finalize recommendations of public realm and infrastructure enhancements
- 3.4.4. Finalize land use planning recommendations including optimal locations for different uses and Mixed-use synergies
- 3.4.5. Finalize plan for establishment of land acquisition and redevelopment entity or mechanism
- 3.4.6. Finalize development phasing strategy
- 3.4.7. Finalize a market strategy for a mix of product types—residential, retail, etc and develop a matrix of approximate achievable rents and sale prices, and achievable velocities of development.
- 3.4.8. Approximate Fee.....\$4,000

3.5. Finalize housing stabilization / rehabilitation and infill development strategies.

Identify key partners / resources for implementation

- 3.5.1. Determine priority infill market rate housing locations
- 3.5.2. Finalize recommended housing types, price points, and potential market demand
- 3.5.3. Finalize recommendations for home ownership and improvement incentives

- 3.5.4. Identify potential developer partners for future implementation
- 3.5.5. Approximate Fee.....\$6,000

3.6. Finalize park and recreation facility implementation strategy, operational/financial plan and potential partnerships

- 3.6.1. Evaluate existing partnerships and potential new contributing partnerships for the Community Center/RecPlex to gain an understanding of the impact of program specific partnering; ultimately determining if the shared risk associated with partnering eases the fiscal burden of service delivery while continuing to provide a benefit to the community. Subgroups among the partners will be identified and can include: athletic organizations, healthcare, education, advocacy groups, community business, and elected officials, among others. Management alternatives will be developed to guide decision-making by the City of Piqua. This will include identification of potential partners by specific activity, funding parameters, and agreement guidelines to support formal agreements
- 3.6.2. Establish operational standards and costs for the Community Center/RecPlex based on full operations. Personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the Community Center. This task will require a workshop with key management and staff. Levels of service and operational costs for the Community Center will be finalized
- 3.6.3. Based on the operational and management plan for the Community Center/RecPlex and debt service, the MKSK Consulting Team will develop a detailed financial plan illustrating pricing strategy for each of the appropriate services as well as a five-year pro forma. The detail financial plan will include a space utilization summary based on detailed line item projections and detailed participation by program area.
- 3.6.4. The detailed financial plan will be developed within Microsoft Excel and will be included as a deliverable to provide the City of Piqua the ability to effectively budget for future years. In addition to the line item detail and summary schedules for revenues and expenditures, this model will provide a five-year pro forma and cash flow for budgetary purposes.
- 3.6.5. Approximate Fee.....\$12,000

3.7. Project Management & Process Support

- 3.7.1. Finalize website for long term public access
- 3.7.2. City of Piqua to handle direct communications with Steering Committee for scheduling meetings, distributing notes, etc.
- 3.7.3. City of Piqua to schedule Public Meetings and handle all communications related to meeting dates and outreach
- 3.7.4. Approximate Fee.....\$500

3.8. Synthesis

- 3.8.1. Develop and deliver final plan
- 3.8.2. City of Piqua to review final document text and provide feedback as necessary
- 3.8.3. Approximate Fee.....\$7,000

3.9. Deliverables

- 3.9.1. Final plan document and appendices
- 3.9.2. Final plan document to be double-sided 11x17 color bound document.
- 3.9.3. Final plan document will be produced in various graphic software programs including ESRI ArcGIS, Adobe Illustrator/Photoshop, and AutoDesk AutoCAD 2014.
- 3.9.4. Final plan document page layout will be created in Adobe Indesign.
- 3.9.5. MKSK will deliver 10 bound copies of the plan to the City of Piqua as well as the final digital PDF and all backing files.

3.10. Meetings

- 3.10.1. Client group concept review (#7): Partial/Full Consultant Team
- 3.10.2. Steering committee meeting #3: Partial/Full Consultant Team
 - 3.10.2.1. Note: Client Group Meeting #7 and Steering Committee #3 to be held on same day
- 3.10.3. Client final plan review (#8): Partial/Full Consultant Team
- 3.10.4. Final plan public presentation: Partial/Full Consultant Team
 - 3.10.4.1. Note: Client Group Meeting #8 and Final Plan Presentation #3 to be held on same day.
- 3.10.5. Final plan handoff Client Group meeting (#9): MKSK Only

3.11. Timeframe

- 3.11.1. Months 5 through 8

FEE SUMMARY

TASK 1.1.....	\$500
TASK 1.2.....	\$4,000
TASK 1.3.....	\$10,000
TASK 1.4.....	\$10,000
TASK 1.5.....	\$6,000
TASK 1.6.....	\$12,000
TASK 1.7.....	\$2,000
TASK 1.8.....	\$500
PHASE 1 TOTALS.....	\$45,000
TASK 2.1.....	\$500
TASK 2.2.....	\$7,000
TASK 2.3.....	\$3,000
TASK 2.4.....	\$6,000
TASK 2.5.....	\$4,000
TASK 2.6.....	\$6,000
TASK 2.7.....	\$1,000
TASK 2.8.....	\$500
PHASE 2 TOTALS.....	\$28,000
TASK 3.1.....	\$500
TASK 3.2.....	\$5,000
TASK 3.3.....	\$2,000
TASK 3.4.....	\$4,000
TASK 3.5.....	\$6,000
TASK 3.6.....	\$12,000
TASK 3.7.....	\$500
TASK 3.8.....	\$7,000
PHASE 3 TOTALS.....	\$37,000
MILEAGE.....	\$3,500
PRINTING.....	\$500
SURVEY INCENTIVES.....	\$1,000
TOTAL ESTIMATED EXPENSES.....	\$5,000
PROJECT TOTALS.....	\$115,000

Should these arrangements be acceptable to you, please attach to City standard form of contract. Should another form of contract be desirable to you, please contact this office and we will begin processing immediately.

Thank you for considering MKSK for this important project and we look forward to our continued involvement with you.

*Respectfully submitted,
MKSK*



*Chris Hermann AICP
Principal*

APPROVED:

By: _____ Date: _____

Title: _____ PO #: _____

EXHIBIT 2: PROJECT AREA



TERMS AND CONDITIONS OF PROPOSAL



DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Bond	\$ 0.15
B/W Copy 11" x 17" – Bond	\$ 0.30
B/W Copy 18" x 24" – Bond	\$ 1.00
B/W Copy 24" x 36" – Bond	\$ 2.00
B/W Copy 30" x 42" – Bond	\$ 3.00
B/W Copy 36" x 48" – Bond	\$ 4.00
Color Copy 8.5" x 11"	\$ 1.00
Color Copy 11" x 17"	\$ 2.00
Color Plot 18" x 24"	\$ 15.00
Color Plot 24" x 36"	\$ 25.00
Color Plot 30" x 42"	\$ 35.00
Color Plot 36" x 48"	\$ 45.00
Color Pres. Plot 18" x 24"	\$ 25.00
Color Pres. Plot 24" x 36"	\$ 45.00
Color Pres. Plot 30" x 42"	\$ 70.00
Color Pres. Plot 36" x 48"	\$ 85.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Senior Principal	\$ 190
Principal	\$ 170
Associate Principal	\$ 150
Senior Associate	\$ 140
Associate	\$ 125
Landscape Architect I	\$ 105
Landscape Architect II	\$ 90
Landscape Architect III	\$ 60
Urban Planner I	\$ 110
Urban Planner II	\$ 85
Urban Planner III	\$ 60
Graphic Designer I	\$ 100
Graphic Designer II	\$ 60
Administration	\$ 55

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

TERMS AND CONDITIONS OF PROPOSAL



APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officer's, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed fifty thousand dollars (\$50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OBSERVATION SERVICES The Client understands that by not retaining the Consultant for construction observation services, there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the Project without the Consultant providing construction observation services. The Client agrees to indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes

no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder

TERMS AND CONDITIONS OF PROPOSAL



of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed

the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS' As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.



Grant Number: 5E11TS000185-02 REVISED
FAIN: E11TS000185

Principal Investigator(s):
WILLIAM LUTZ

Project Title: Piqua Riverfront STAMP Proposal

CYNTHIA HOLTZAPPLE
CITY MANAGER
CITY OF PIQUA
201 WEST WATER STREET
PIQUA, OH 453562235

Budget Period: 09/30/2013 – 09/29/2014
Project Period: 09/30/2012 – 09/29/2014

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CITY OF PIQUA in support of the above referenced project. This award is pursuant to the authority of 42 USC 241,243,247 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Merlin Williams
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 5E11TS000185-02 REVISED

Award Calculation (U.S. Dollars)

Federal Direct Costs	\$148,010
Approved Budget	\$148,010
Federal Share	\$148,010
TOTAL FEDERAL AWARD AMOUNT	\$148,010

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

Fiscal Information:

CFDA Number: 93.161
EIN: 1316000136A1
Document Number: ETS000185A

IC	CAN	2013
TS	921ZLCB	\$148,010

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
2	\$148,010	\$148,010

CDC Administrative Data:

PCC: N / OC: 4151 / Processed: ERAAPPS 09/24/2014

SECTION II – PAYMENT/HOTLINE INFORMATION – 5E11TS000185-02 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 5E11TS000185-02 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award has been assigned the Federal Award Identification Number (FAIN) E11TS000185. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

RESOLUTION NO. R-107-14

A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE REPLACEMENT OF THE TRAFFIC SIGNALS ON US ROUTE 36 AT LOONEY ROAD, SCOTT DRIVE/CENTRE COURT, AND THE TWO I-75 ENTRANCE/EXIT RAMPS

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming and design of the replacement of four traffic signals on US Route 36 with mast arms within the City of Piqua.

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: Project Description

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

To rebuild two (4) signals with mast arms, video and dilemma zone detection. Work also includes upgrading pedestrian facilities at intersection to include USR 36 11.56 Scott Drive/Centre Court and USR 36 11.94 Looney Road within the City of Piqua, Miami County, Ohio. Said project is further identified as **MIA US 36 11.56**.

SEC.2: Consent Statement

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

SEC. 3: Cooperation Statement

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

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

And further, if the CITY requests to perform any other work beyond the resurfacing treatment, the CITY shall assume and bear one hundred percent (100%) of the costs associated with those items.

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

The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

The CITY agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

The City Manager of the City of Piqua is hereby empowered on behalf of the City of Piqua to enter into contracts and/or agreements with the Director of Transportation necessary to complete the above-described project.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the replacement of the traffic signals on US Route 36 at Looney Road, Scott Drive/Centre Court, and the two I-75 entrance/exit ramps.		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>This project was originally programmed by ODOT back in 2013 as a traffic signal upgrade to the two traffic signals on US 36 at the I-75 exit/entrance ramps with no involvement by the City of Piqua. Consent Legislation was passed by the City Commission at that time for the project. Since that time, ODOT approached the City of Piqua to see if we would be interested in replacing our traffic signals at Looney Road and Scott Drive/Centre Court at the same time. ODOT offered to provide all of the design services necessary for the design of the City traffic signals and they would bid the project for us, as well.</p> <p>The existing traffic signals will be replaced with decorative mast arms and will include emergency preemption and video detection.</p> <p>This preliminary legislation is needed to allow for ODOT to complete the programming of this project.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	2015 dollars to be spent	
	Expenditure \$:	2015 dollars to be spent	
	Source of Funds:		
	Narrative	The City will be responsible for paying the entire cost of the traffic signal construction at Scott Dr./Centre Court and Looney Road. The City will also be responsible for paying the difference in the cost to upgrade from standard mast arms to the decorative mast arms at the two signalized ramp intersections.	
OPTIONS	1.	Approve the resolution to enter into an agreement with ODOT.	

(Include Deny /Approval Option)	2.	Deny the resolution and do not have ODOT proceed with the rebuilding of the traffic signals at Looney Road/Scott Drive/Centre Court.
PROJECT TIMELINE	The project is currently scheduled for construction in early spring of 2015.	
STAFF RECOMMENDATION	Approval of the resolution to allow for ODOT to complete the programming of the US 36 Traffic Signal Replacement Project.	
ATTACHMENTS		

RESOLUTION NO. R-108-14

A RESOLUTION AUTHORIZING PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING PROGRAM

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; 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: That the City Manager hereby requests authority in the name of The City of Piqua to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B);

SEC. 2: That the City Manager is hereby authorized to agree in the name of The City of Piqua to be bound by all terms and conditions as the Director of Transportation prescribes;

SEC. 3: That the City Manager is hereby authorized to agree in the name of The City of Piqua to directly pay vendors, under each contract of the Ohio Department of Transportation in which The City of Piqua participates, for items it receives pursuant to the contract;

SEC. 4: That The City of Piqua agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01 (B) of the Ohio Revised Code. The City of Piqua agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which The City of Piqua may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees;

SEC. 5: The Clerk of Commission is hereby directed to send a certified copy of this Resolution to the ODOT Purchasing Coordinator;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE	A RESOLUTION AUTHORIZING PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURHCASING PROGRAM		
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
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	In order to use an ODOT cooperative bid, we must pass this Resolution and submit it to the ODOT Administrator in Office of Contracts for approval. Once approved, it will remain effective for two years for use by any City Department.		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	zero	
	Expenditure \$:	zero	
OPTIONS	1.	Approve Resolution R-108-14 as presented.	
	2.	Deny Resolution R-108-14 and provide direction on how you would like staff to proceed.	
PROJECT TIMELINE	Good for two years on any ODOT cooperative contract.		
STAFF RECOMMENDATION	We recommend approval of this Resolution as proposed.		
ATTACHMENTS	Exhibit "A" – shows the ODOT requirements and sample resolution.		

EXHIBIT "A"

Ohio Department of Transportation
Office of Contracts
Purchasing Services
Cooperative Purchasing Program

The Director of Transportation may permit any political subdivision to participate in contracts into which the Director has entered for the purchase of machinery, materials, supplies or other articles. Any Political Subdivision desiring to participate in such purchase contracts will file with the Co-op Purchasing Coordinator a certified copy of the ordinance or resolution of the Legislative Authority, Board of Trustees or Governing Board of the Political Subdivision requesting authority to participate in such contracts and agreeing that it will be bound by such terms and conditions as the Director prescribes. Purchases made by Political Subdivisions under this division are exempt from any competitive bidding required by law for the purchase of machinery, materials, supplies or other articles.

Defined in Section 5513.01 (B) of the Ohio Revised Code and as used in this section, "Political Subdivision" means any County, Township, Municipal Corporation, Conservancy District, Township Park District, Park Districts created under Chapter 1545 of the Revised Code, Port Authority, Regional Transit Authority, Regional Airport Authority, Regional Water and Sewer District, County Transit Board and State University or College as in Division (A)(1) of Section 3345.32 of the Revised Code.

Thomas P. Pannett, Esq.
Administrator
Office of Contracts
Co-op Purchasing Coordinators
Office of Contracts
Purchasing Services
1980 W. Broad St., 1st Floor
Columbus, Ohio 43223
800-459-3778 or Fax 614-728-2078

December 10, 2009

I. Authority

Ohio Revised Code, Section 5513.01 (B)

II. Description

Section 5513.01 (B) allows political subdivisions to purchase machinery, materials, supplies or other articles from the Ohio Department of Transportation (ODOT) purchasing contracts (Exception: ODOT contracts for services). It is the intent of ODOT to establish and operate the ODOT Cooperative Purchasing Program for that purpose. A similar but separate program has been implemented by the Ohio Department of Administrative Services, Office of State Purchasing. Contact the DAS Cooperative Purchasing Coordinator at (614) 466-6530.

ODOT purchasing contracts are of the following two types:

A. ONE TIME

One Time Bid Contracts are competitively bid purchases of supplies, materials or services that are bought infrequently throughout the year. A One Time Bid must set forth a known quantity and establish a specified delivery time and location. The contract expires when delivery, acceptance and payment have been completed. Single purchase contracts are available for cooperative participants use for twelve (12) months from date of award.

B. TERM CONTRACTS

Term Contracts are competitively bid purchases of supplies, materials or services that are bought frequently throughout the year by numerous districts and/or offices. Quantities for purchases on Term Contracts cannot usually be established but the vendor is provided with estimated quantities to assist them in determining their pricing. Generally, Term Contracts are in effect for a minimum of one year, with many covering two years. Some contracts may specify quantities while others are considered requirement contracts for which the Department does not guarantee the purchase of a specific quantity.

Vendors will be given notice within the bidding document of their rights and responsibilities under the terms of the contract and that they may be contacted directly by political subdivisions regarding contract items. Vendor participation is required for all ODOT contracts. Note, refer to section IV for the Department's salt contract procedure.

III: Procedures for Political Subdivision Participation

Step 1: Contracts Available for Use

A contract listing and or information on specific One Time and Term Contracts are available through this program and can be obtained from the following address, telephone numbers or website:

Ohio Department of Transportation
Co-op Purchasing Coordinator
800-459-3778 or 614-644-7870
Office of Contracts, Purchasing Services
1980 W. Broad St., 1st Floor
Columbus, Ohio 43223

Website: <http://www.dot.state.oh.us> NOTE: Please refresh each page visited

Step 2: Adopt and Submit Resolution (Attachment A contains a sample resolution)

The political subdivision shall pass a resolution or ordinance requesting that it be authorized to participate in contracts awarded by the Ohio Department of Transportation.

The resolution or ordinance shall designate an agent and shall authorize that agent to agree to and be bound by all Ohio Department of Transportation contract terms and conditions and to assume all responsibility for placing orders and vendor payments.

A certified copy of the resolution shall be filed with the Ohio Department of Transportation every two years. (Ordinances need not be renewed if they are considered, by the political subdivision, to be permanent legislation.)

Step 3: Submit Specific Request to Purchase

A written request must be submitted by the authorized agent to the Office of Contracts, Purchasing Services in order to participate in any specific contract (reference step 1 for address).

Upon receipt of a written request, the Director of Transportation will review the file for a current resolution/ordinance and give written authorization to purchase from ODOT'S contract. A copy of the authorization letter will also be sent to the awarded vendor.

Once permission to participate in a specific contract is granted, ODOT will have no further involvement in the purchasing process of the political subdivision.

December 10, 2009

Step 4: Place Orders Directly with Vendor

All purchase orders shall be placed directly with the vendor by the authorized agent for the political subdivision. Political subdivisions are to be invoiced directly by the vendor.

IV: Procedure for Participation in the Department's Salt Contract

Political Subdivisions may participate in the Department's annual term contract for Sodium Chloride (rock salt). However, the procedure for participation is different for this contract. Political Subdivisions which have decided to participate in this contract shall file binding agreements with the Ohio Department of Transportation, Office of Contracts, Purchasing Services section (see Attachment B for sample language). The agreement shall indicate the Political Subdivision's salt requirements which will be included in the Department's bidding document. This agreement must be received by the Department prior to the mailing of the Invitation to bid so that your requirements can be included in the Department's bidding document for that winter season.

ATTACHMENT A

SAMPLE RESOLUTION AUTHORIZING PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE,

Be it ordained by (the Political Subdivision):

SECTION 1.

That the (Agent) hereby requests authority in the name of (the Political Subdivision) to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

SECTION 2.

That the (Agent) is hereby authorized to agree in the name of (the Political Subdivision) to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3.

That the (Agent) is hereby authorized to agree in the name of (the Political Subdivision) to directly pay vendors, under each such contract of the Ohio Department of Transportation in which (the Political Subdivision) participates, for items it receives pursuant to the contract.

SECTION 4.

That (the Political Subdivision) agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The (Political Subdivision) agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the (Political Subdivision) may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

December 10, 2009

RESOLUTION NO. R-109-14

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO ASPHALT SYSTEMS, INC. (ASI) FOR THE PURCHASE OF CRACK SEALING SERVICES FOR THE STREET DEPARTMENT

WHEREAS, crack sealing is desired to improve and preserve our City streets; and

WHEREAS, competitive bids were received by the Ohio Department of Transportation (ODOT Contract #899-14); and

WHEREAS, after ASI provided us with a proposal as shown in Exhibit "A" and is 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 for crack sealing services is hereby authorized to Asphalt Systems, Inc. (ASI) as the best supplier and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies 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, up to an amount of \$52,000.00 which allows for a 10% contingency.

SEC. 3: The purchase from ODOT's cooperative purchasing program is contingent upon ODOT's acceptance of Resolution No. R-108-14 and the City's participation in the program.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 7, 2014		
REPORT TITLE	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO ASPHALT SYSTEMS, INC. (ASI) FOR THE PURCHASE OF CRACK SEALING SERVICES FOR THE STREET 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 are interested in hiring ASI to provide crack sealing services on the streets as noted in their proposal (Exhibit A). This will help restore and preserve our asphalt on these streets. We obtained a proposal from ASI taking advantage of the ODOT contract available for us to use as a local government entity. All ODOT contracts are competitively bid and this particular contract runs through 1/31/15. We also went one step further to show that this is a great price by obtaining a quote from American Pavements, Inc. for \$191,475.00 which is shown in Exhibit "B."</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$20,000.00 for the 2014 year	
	Expenditure \$:	\$48,001.00 based on the proposal provided.	
	Source of Funds:	Street Dept. budget 101-113-850-7413	
	Narrative:	Our request includes all the streets as shown on their proposal along with a 10% contingency.	
OPTIONS	1.	Approve Resolution R-109-14 as presented.	
	2.	Approve Resolution R-109-14 with changes in the amounts proposed.	
	3.	Deny Resolution R-109-14 and provide direction on how you would like staff to proceed.	
PROJECT TIMELINE	Crack Sealing Services can be purchased off this contract through 1/31/15.		

STAFF RECOMMENDATION	We recommend approval of this Resolution as proposed.
ATTACHMENTS	Exhibit "A" – shows the proposal submitted by ASI. Exhibit "B" – shows the proposal submitted by American Pavements, Inc.

CAPABILITIES STATEMENT

ASPHALT SYSTEMS, INC.
2506 Fair Road
Sidney, Ohio 45365-7523
www.asi-roads.com



COMPANY

Asphalt Systems, Inc. is an Ohio based company founded in 1996; the office is located in Sidney, Ohio. The company started as an asphalt paving company in the 1980's before moving into the rejuvenation and preservation side of the industry. We are knowledgeable in manufacturing, testing, as well as application of most asphalt processes.

COMPANY PRINCIPALS

Mike Freisthler-President: a business professional with more than 35 years of experience in the asphalt industry and business management.

KEY PRODUCT

Asphalt Systems, Inc. distributes and applies a *USDA bio preferred agricultural preservation treatment* primarily used for roads and highways.

SERVICES

Apply, distribute and manufacture *BIORESTOR*, a custom agricultural preservation treatment to restore asphalt pavement.

CORE COMPETENCIES

- * Evaluate pavement for proper maintenance.
- * Complete micro paver ASTM D6433-03 evaluation installation and consulting.

PAST PERFORMANCE

- * Air Stream Manufacturing
- * Ohio DOT
- * Tennessee DOT
- * Tyndall AFB
- * Villages of Florida
- * Phizer Drugs
- * Transportation Research Center Inc.
- * Bowser Morner Laboratories
- * Cardinal Trails Indiana



Contract Holder
Contract GS-21F-0137Y

www.asi-roads.com
www.biorestor.com

COMPANY DESIGNATIONS

CAGE Code: 37TA4
DUNS Number: 015280287
Corporate Status: HUBZone-Certified Small Business
ORCA Registration: Complete
GSA Contract: GS-21F-132AA

NAICS CODES

237310- Highway, Street and Bridge Construction
238990- Asphalt sealing residential and commercial

PSC CODES

Z1BD-Maintenance-Repair of Airport Runways
Z1LA-Maintenance-Repair of Airport Service Road
Z1LB-Maintenance-Repair of Highways-Roads-Bridges

Environmental compliance for Shale Oil exploration

CONTACT INFORMATION

Mailing Address: Mike Freisthler
2506 Fair Road
Sidney, Ohio 45365

Toll-Free: 1-888-743-7319
Phone: 1-937-726-0831
Fax: 1-937-660-6875
E-mail: mike@asi-roads.com
Website: www.asi-roads.com
www.biorestor.com

FACILITIES & EQUIPMENT

- *20,000 sq. ft. facility
- *Computer controlled application equipment
- *Integrated software for controlling accounting, inventory, and job costs



ASPHALT SYSTEMS, INC.

2506 FAIR RD.
SIDNEY, OHIO 45365

PROPOSAL

_____ COUNTY

FAX: 937-660-6875
CELL: 937-726-5854
1-800-729-8094

AGENCY CITY OF PIQUA
ADDRESS _____
CITY _____
ATTN BRIAN

 Billing address if different

SCOPE OF WORK:

- Traffic Control—Road to be marked Closed Ahead with 1 sign and cones at each end to limit traffic
- Crack Sealant meets DOT 3405 Specifications
- Temperature will be 40 degrees and rising minimum
- Pavement surface will be dry and cracks to be blown free of dirt and debris
- All cracks 1/8" and larger will be sealed
- Manufacturer recommends best results are obtained when cracks/joints are open 1/2"
- Crew consists of 4 man minimum

-Equipment—100 gal hot oil heated machine; 2 banding applicators; 150 cfm air compressor; Road Closed signs; cones and fuel required

-Normal operating times 7:30/8:00 am—4:30/6:00 pm with local traffic and safety dictating

ROADS TO BE TREATED

ROAD NAME	DEPTH	AGE	TYPE	WIDTH	LENGTH(FEET)
SEE ATTACHED					

FROM: PRICE LIST; MATERIAL SPECS
 TO: AND PERFORMANCE SPECS

	SY
--	----

OF HOMES: _____

SEE ATTACHED FOR MAP/SKETCHES OF PROPERTY

BID ITEM

TIME/MATERIAL

Ref	Item	Description				Total \$
10	CRACK SEAL	D3405 SPEC				

All Bids to be governed by the Statutory Provisions of the Rev. Code 41115 Prevailing Rate of

Wages to be paid to laborers and mechanics employed on public improvements
 Also Rev. Code 153.59 in regards to discrimination

Trustees reserve the right to reject any or all bids and to award the contract in the best interest of the township and to waive minor irregularities in the bid

TERMS: Net 30 days

2% (24% APR.) Charge after 30 days.

Contract void if not signed in 30 days.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written or verbal Orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All work fully covered by Workmen's Compensation Insurance as well as general liability.

Authorized Signature Michael J Swethler JOB # _____ Date: _____
 Email Address _____ @asi-roads.com

Acceptance of Proposal:

***FILL IN THE BLANKS**

The above prices, and specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above

Acceptance of Proposal: * _____ Date: _____
 * _____ Date: _____
 * _____ Date: _____

AGENCY CONTACT FOR SCHEDULING

NAME: _____
 PHONE NUMBER: _____
 EMAIL ADDRESS: _____

***RETURN WHITE COPY**
***CELL PHONE:** _____



Asphalt Systems, Inc. - 2506 Fair Rd - Sidney, OH 45365 - Phone: (937) 498-9803 - Fax: (937) 660-6875

Crackfill Proposal for City of Piqua

Street Name	To & From	Price
Sunset	South to Covington	\$3,556.00
Brentwood	Covington to Glenwood	\$3,859.00
Glenwood	Brentwood to South	\$3,624.00
Pinewood	Brentwood to Glenwood	\$3,406.00
Edge	Brentwood to Glenwood	\$1,996.00
Clark	Roosevelt to McKinley (travel lanes only)	\$3,990.00
CR 25A	Phase 1 Bridge to Country Club	\$11,170.00

TOTAL: \$31,601.00

Street Name	To & From	Price
Beverly	Margeneto to Grant	\$350.00
Garfield	McKinley to Beverly	\$350.00
Margene	Sunset to Edge	\$350.00

TOTAL: \$1050.00

Street Name	To & From	Price
Brook	Cottage to Brice	\$2,310.00
Brice	Brook to South	\$2,380.00
Boal	Brook to South	\$2,360.00
Linden	Manier to Clark	\$2,280.00
Hancock	Blaine to Cottage	\$2,310.00
Sheridan	Cottage to Brice	\$2,340.00

TOTAL: \$13,980.00

Street Name	To & From	Price
High	Main to Spring	\$470.00
North	Wayne to Spring	\$360.00
Wayne	Water to Ash	\$540.00

TOTAL: \$1370.00

\$48,001.⁰⁰ Subtotal

RESOLUTION NO. R-110-14

**A RESOLUTION OF AUTHORIZATION TO SUBMIT
AN APPLICATION FOR OHIO PUBLIC WORKS
COMMISSION STATE CAPITAL IMPROVEMENT
AND LOCAL TRANSPORTATION IMPROVEMENT
PROGRAM(S) AND TO EXECUTE CONTRACTS AS
REQUIRED FOR THE N. MAIN STREET
STREETSCAPE PROJECT**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Piqua is planning to make capital improvements to N. Main Street; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission programs,

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 of Piqua approves filing an application with the Ohio Public Works Commission for funding in the amount of \$200,000 for the N. Main Street Streetscape Project; and;

SEC. 2: Gary A. Huff, City Manager, is hereby authorized and directed to apply to the Ohio Public Works Commission for funds as described above and to provide all information and documentation and to enter into any agreements required to become eligible for possible funding assistance;

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	October 7, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the N. Main Street Streetscape Project.		
SUBMITTED BY	Name & Title: Amy Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	This Resolution would allow for the City Manager to file an application with the Ohio Public Works Commission (OPWC) for funding in the amount of \$200,000 for the N. Main Street Streetscape Project. The project will consist of the installation of new streetscape features between Greene Street and North Street including new curbing, brick pavers, new sidewalk, light poles and streetscape furniture. The project is currently under design and is scheduled to start construction in the spring of 2016.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	Costs will be included in the 2016 budget	
	Source of Funds:		
	Narrative	<p>The City has also received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission for 32% of the project costs, up to a maximum amount of \$200,000 for this project.</p> <p>At this time, the total project cost is estimated to be approximately \$500,000.</p>	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and submit an application to the OPWC for funding for the N. Main Street Streetscape Project.	
	2.	Do not approve the resolution and provide guidance as to additional funding sources.	

PROJECT TIMELINE	The N. Main Street Streetscape Project is scheduled to begin construction in the spring of 2016.
STAFF RECOMMENDATION	Approve the resolution and submit an application to the OPWC for funding for the N. Main Street Streetscape Project.
ATTACHMENTS	None