

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JANUARY 20, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

EXECUTIVE SESSION

1. Move to Executive Session to consider the purchase or sale of property for public purposes.

ADJOURNMENT

**OATH OF OFFICE – PIQUA FIRE DEPARTMENT
ASSISTANT FIRE CHIEF – JONATHAN A. STEVENS**

**OATH OF OFFICE – PIQUA FIRE DEPARTMENT
FIRE CAPTAIN- TIMOTHY S. RISNER**

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the January 6, 2015 Regular Piqua City Commission Meeting
2. RES. NO. R-8-15
A Resolution of Appreciation for the Public Service of Michael A. Peltier as a City Employee

NEW BUSINESS

3. ORD. NO. 1-15 (1st Reading)
An Ordinance amending Chapter 50 of the Piqua code, relating to garbage and refuse
4. ORD. NO. 2-15 (1st Reading)
An Ordinance authorizing the issuance of \$165,000 of Bonds for the purpose of paying part of the cost of a building known as the Zollinger Building and associated interests in real property
5. RES. NO. R-9-15
A Resolution authorizing the purchase of 101 S. Wayne Street, Parcel No.'s N44-001930 and N44-001235
6. RES. NO. R-10-15
A Resolution requesting authorization to purchase the property located at 117 S. Main Street
7. RES. NO. R-11-15
A Resolution requesting authorization to purchase the property located at 101 S. Main Street

8. RES. NO. R-12-15
A Resolution retaining the services of the Auditor of State for the 2014 annual audit for the City of Piqua
9. RES. NO. R-13-15
A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation 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
10. RES. NO. R-14-15
A Resolution to award a contract to CDM Smith for the construction administration of the new Water Treatment Plant
11. RES. NO. R-15-15
A Resolution to award a contract to Peterson Construction Company for the construction of a new Water Treatment Plant
12. RES. NO. R-16-15
A Resolution authorizing a purchase order to Cascade Engineering for the purchase of recycling carts
13. RES. NO. R-17-15
A Resolution authorizing a purchase order to Barrett Paving Materials Inc. as the primary supplier, and Valley Asphalt Corp. as the secondary supplier of hot mix for the 2015 Street and Alley Maintenance program
14. RES. NO. R-18-15
A Resolution authorizing a purchase order to Piqua Materials Inc. as the supplier of stone and cold patch for the 2015 Street and Alley Maintenance program
15. RES. NO. R-19-15
A Resolution requesting authorization to enter into an agreement with Howell Contractors, Inc. for construction of the Great Miami River Interceptor Siphon Improvements

MONTHLY REPORTS – NOVEMBER 2014

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, January 6, 2015 7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Also present were Commissioners Terry, Wilson, and Martin, Washington Township Trustees Hiegel, and Hartley. Absent: Commissioner Vogt, Trustee McMaken.

Moved by Commissioner Terry, seconded by Commissioner Martin, to excuse Commissioner Vogt from the Joint Meeting with the Washington Township Trustees, and the Regular City Commission Meeting. Voice vote, Aye: Martin, Wilson, Terry, Fess. Nay, None.

No motion was made to excuse Trustee McMaken at this time.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

Consent Agenda

Approval of Minutes

Approval of the minutes from the January 7, 2014 Joint Meeting of the Washington Township Trustees and Piqua City Commission

Moved by Commissioner Martin, seconded by Commissioner Wilson, that the minutes of the January 7, 2014 Joint Meeting of the Washington Township Trustees and the Piqua City Commission be approved. Roll call, Aye: Fess, Martin, Wilson, Terry, Hartley and Hiegel. Nay, None. Motion carried unanimously.

NEW BUSINESS

RES. NO. R-1-15

A Resolution reappointing a member to the Board of Trustees of Forest Hill Union Cemetery

City Manager Huff stated this resolution reappoints Lucinda L. Fess to a three-year term on the Board of Trustees of the Forest Hill Union Cemetery to expire on December 31, 2017.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-1-15 be adopted. Roll call, Trustee Hiegel, Trustee Hartley, Commissioner Terry, Commissioner Wilson and Commissioner Martin. Nay: None. Mayor Fess abstained stating she is a member of the Board of Trustees of the Forest Hill Union Cemetery and the resolution is for her reappointment to the Board. Mayor Fess declared Resolution R-1-14 adopted.

Moved by Trustee Hiegel, seconded by Commissioner Martin, to adjourn from the Joint Meeting with the Washington Township Trustees and the Piqua City Commission at 7:33 P.M. Voice vote, Aye: Hiegel, Hartley, Martin, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously.

AWARD PRESENTATION BY MAINSTREET PIQUA: DIRECTOR – LORNA SWISHER

Lorna Swisher MainStreet Piqua Director presented the Downtown Piqua Holiday Parade Grand Marshal's Choice Traveling Trophy to the City of Piqua Float.

Devon Alexander representing the City of Piqua Leadership Development Team that put together the float accepted the traveling trophy. Mr. Alexander thanked MainStreet Piqua and Lorna Swisher on behalf of the City of Piqua and the Leadership Development Team.

Mayor Fess congratulated and thanked Mr. Alexander and the leadership Development Team for bringing the Traveling Trophy to the City of Piqua this year.

REGULAR CITY COMMISSION MEETING

Consent Agenda

City Manager Huff asked that Resolution 2-15 be removed from the Consent Agenda and be presented at this time.

RES. NO. R-2-15

A Resolution of Appreciation for the public service of Gary Root as a City Employee

Mayor Fess read the proclamation and presented it to Mr. Root. We appreciate the 30 years of service Mr. Root has given to the City of Piqua, and the community.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-2-15 be adopted. Voice vote, Aye: Wilson, Terry, Martin, and Fess. Nay, None. Motion carried unanimously. Mr. Root accepted the Resolution of appreciation and thanked the City and the Commission for giving him the opportunity to serve the city and the citizens of Piqua for 30 years.

Approval of Minutes

Approval of the minutes from the December 16, 2014 Regular Piqua City Commission Meeting.

RES. NO. R-3-15

A Resolution of Appreciation for the public service of Christine Gerlach as a City Employee

Mayor Fess read the proclamation stating the City of Piqua appreciates Ms. Gerlach's 30 years of service to the City of Piqua and the community.

RES. NO. R-4-15

A Resolution reappointing Lucinda L. Fess to the Grown Piqua Now Board

City Manager Huff stated Resolution R- 4-15 reappoints Lucinda L.Fess to the Grow Piqua Now Board for a three year term to expire on December 31, 2017.

RES. NO. R-5-15

A resolution reappointing Lloyd Shoemaker to the Western Ohio TV Consortium (WOTVC) Board

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

NEW BUSINESS

RES. NO. R- 6-15

A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the year 2015

City Manager Huff provided the Staff Report.

City Manager Huff stated the City is required to advertise for bids for any capital

or operational purchase the City makes that are over \$25,000 in a newspaper of local circulation. The Piqua Daily Call is used for this purpose. This is requested at the first Commission meeting each year, and this is the formal request to fulfill this commitment.

Commissioner Martin asked if any of the items are on the State Bid list. City Manager Huff stated they will check first before sending out to other vendors.

Public Comment

No one came forward to speak for or against Resolution No. R-6-15

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-6-15 be adopted. Roll call, Aye: Wilson, Fess, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-6-15 adopted.

RES. NO. R-7-15

A Resolution requesting authorization to increase the current purchase order (R-46-14) for the Engineering Design and Bidding Services for the West Interceptor to the Echo Lake Project

Storm Water Coordinator Devon Alexander, provided the Staff Report.

Mr. Alexander stated since the initial design was done, it was determined that the property owner will not allow the original design to take place because the current lay out will interfere with his working septic system. The septic system was unknown and not disclosed by the property owner when the initial design was done. As a result, we are asking for the additional \$5000 to help cover the additional cost for the design change, stated Mr. Alexander.

Commissioner Wilson inquired as to the time frame of the project. Mr. Alexander stated they hope to have the project completed by fall of 2015.

Public comment

No one came forward to speak for or against Resolution No. R-7-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-7-15 be adopted. Roll call, Aye: Wilson, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-7-15 adopted.

PUBLIC COMMENT

Bill Jaqua, N. Sunset Drive came forward and inquired about changing the City of Piqua form of government to allow both a full time paid Mayor plus a full time City Manager, and change the Police Policy for the appointment of the Police Chief in the future.

Law Director Stacy Wall provided information regarding the current Charter and the form of government the City of Piqua Charter states that is followed at this time. Ms. Wall stated any change would have to be done by a Charter Change and voted on.

Mr. Jaqua further stated he would like to see the changes discussed in a forum in the future if possible. Piqua has the lowest per capita income within the neighboring communities, stated Mr. Jaqua and would like to see that change.

City Manager's Report

City Manager Huff stated the City Street Crews have been working 12 hour shifts for snow removal on residential streets, and will continue until they are all cleaned.

Commissioners Comments

Commissioner Martin reminded citizens to be careful driving as this is the first snow of the season.

Commissioner Terry congratulated Chris Gerlach and Garry Root on their 30 years of service to the City of Piqua, and the citizens, and wished them well on their retirement.

Commissioner Terry stated she has heard from another nay-sayer about the removal of the traffic lights at High and College who stated they are now very happy with the 4-way stop. We are hearing a lot of good things about the 4-way stop now, stated Commissioner Terry.

Commissioner Wilson also congratulated Chris Gerlach and Gary Root on their 30 years of service to the City, and the citizens of Piqua, and also wished them well on their retirement.

Mayor Fess wished everyone a Happy and Safe New Year. We are looking forward to a lot of exciting things' happening in the City of Piqua in 2015, as there is a lot going on. With the great leadership of our City Manager and this Commission, I think we can get a lot accomplished, stated Mayor Fess. Look at all of the things that we were able to accomplish in 2014, and know more can be accomplished in 2015, said Mayor Fess.

Mayor Fess congratulated Chris Gerlach, and Gary Root on their retirement, further stating the City of Piqua is fortunate to have so many dedicated employees.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Regular Commission Meeting at 8:00 P.M. Voice vote, Aye: Martin, Wilson, Terry, and Fess. Nay, None.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-8-15

**A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF MICHAEL A. PELTIER
AS A CITY EMPLOYEE**

WHEREAS, Michael A. Peltier has retired as Assistant Fire Chief with the Fire Department; and

WHEREAS, his retirement follows 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Michael A. Peltier as Assistant Fire Chief with the Fire Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 1-15

AN ORDINANCE AMENDING CHAPTER 50 OF THE PIQUA CODE,
RELATING TO GARBAGE AND REFUSE

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

SEC. 1: Chapter 50 of the Piqua Code is hereby amended to read as follows (with deletions lined out and additions underlined):

GARBAGE AND REFUSE

📖 § 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

BOARD. The Board of County Commissioners of Miami County, Ohio, consisting of three members chosen as provided in R.C. Chapter 305.

BUILDING CONSTRUCTION WASTE. Discarded or unused materials used in the construction of structures and other improvements to real property.

BULK ITEMS. Discarded appliances, furniture, and other household items that are too large to fit inside a garbage container. Does not include building construction waste, items longer than 6 feet in length, or items too heavy to be easily lifted by the collection crew.

COLLECTION. The process of picking up and transporting solid waste from the point of disposition to the point of its ultimate disposal.

COMMERCIAL HAULERS. Any person, firm or corporation who, for profit, collects or transports solid waste to disposal sites, and when not operating solely under a contract with the city to transport solid waste (collected by the city) from the transfer station.

DISPOSAL SITE. Any site area used by a customer for the disposal of garbage, refuse, or recyclable materials.~~solid waste in any form either within or outside of the city.~~

DISTRICT. The Miami County Garbage and Refuse Disposal District No. 1 as that district is described in the records of the Board of County Commissioners of Miami County, and in § 50.20, and as the district may be amended from time to time. The district is now comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua, Ohio.

GARBAGE. Shall include the following:

- (1) Discarded animal and vegetable organic matter.

(2) All putrescible wastes from public, private and residential structures.

(3) Garbage does not include hazardous waste, recognizable industrial byproducts, non-combustibles, rubbish or building construction waste.

HAZARDOUS WASTE. The waste as defined in R.C. § 3734.01(J);

INCINERATORS. Structures built and containing furnaces, machinery and equipment for the destruction, by burning, of solid waste with maximum reduction of volume and a minimum of air pollution, other than for domestic or residential use.

INDIVIDUAL HAULERS. Persons, firms or corporations using vehicles either owned by them, rented or leased by them, either with drivers or for their use by themselves or by their employees on an occasional basis for the purpose of transporting solid waste produced by them to a point of disposal off their own premises.

LANDFILLS. Open areas of ground used for the disposal of solid waste fitting one of the following descriptions (but not including the transfer station).

(1) **DUMP.** An open area of ground used for the disposal of solid waste by miscellaneous dumping.

(2) **INCINERATOR LANDFILL.** An open area of ground used for the disposal of sterile ash from an incinerator and for the disposal of non-combustible waste, containing no putrescible material, which cannot be reduced in a volume by incineration.

(3) **SANITARY LANDFILL.** An open area of ground used for the disposal of solid waste where material is deposited under controlled conditions.

NON-COMBUSTIBLES. Garbage or refuse which will not reduce to ash within 45 minutes at a temperature of 1,800 F. when properly mixed with oxygen from the air for the purpose of burning tree stumps and materials in the nature of earth, sand, bricks, stones, plaster, ashes and other substances which may accumulate as a result of building construction or demolition.

PUBLIC HEALTH DEPARTMENT. The public health department having jurisdiction in the geographical area appropriate to the rule under discussion.

RECYCLABLE MATERIALS. Materials as determined by the Health & Sanitation Director to be easily reused or repurposed, and be suitable for collection and separation from regular household solid waste to be diverted from the landfill.

REFUSE. Shall include the following.

(1) Discarded non-organic materials generated from commercial, industrial and/or residential sources within the city which are of a size and weight suitable for containment in receptacles designated for garbage and refuse.

(2) Refuse shall not include liquids or hazardous wastes, recognizable industrial by-products, non-combustibles or building construction waste.

SANITARY ENGINEER. The Sanitary Engineer of Miami County, appointed by the Board of County Commissioners of Miami County, Ohio, or its duly authorized or appointed assistants acting in its behalf or stead.

SOLID WASTE. Garbage and refuse other than liquids.

TRANSFER STATION. A site owned or leased by the city where solids waste is deposited by city personnel for pick-up and removed by a person, firm, or corporation under contract with the city.

('97 Code, § 55.01) (Ord. C-686, passed 1-2-51; Am. Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89)

 § 50.02 GARBAGE AND RECYCLING RECEPTACLE REQUIRED.

(A) No owner, tenant, or lessee of any public or private premises shall permit to accumulate upon his or her premises any refuse, except in covered containers which shall be substantially constructed and in such manner so as to be easily lifted by the refuse collectors.

('97 Code, § 55.02)

(B) The covered containers shall be constructed of metal or heavy gauge plastic, with two handles and in such a manner as to be strong, easily lifted, not easily corrodible, rodent-proof, and shall have a capacity of not more than 27 32 gallons (~~#2 garbage can~~) and have tight covers, same to be in place at all times, except when garbage is being deposited therein, or removed therefrom. The container contents shall not in any case exceed 75 pounds in weight.

(C) Recyclable materials shall be placed in containers which may be provided by the City and, if so provided, said containers shall be and remain the property of the City and remain with the residence, regardless of owner or tenant. Any misuse or destruction of said containers shall subject the person responsible to replacement costs. Should the containers become lost or unusable, they may be replaced by notifying the City of Piqua. The City is authorized to charge a replacement fee in accordance with rules and regulations of the City of Piqua.

('97 Code, § 55.03) (Ord. C-686, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

 § 50.03 UNCOLLECTIBLE GARBAGE.

(A) No garbage and refuse shall be collected by the city unless it is placed in waste containers or plastic bags and placed in the proximity of the street or alley or other convenient place for collection as determined by the City Sanitation Department Foreman. However, the Sanitation Foreperson may collect garbage and refuse at locations other than in the proximity of the street or alley in hardship cases. Hardship cases are cases in which the Sanitation Foreperson determines there is no able-bodied person in the household.

(B) Garbage and refuse may be collected by the city other than in the proximity of the street or alley in non-hardship cases by the customer paying a charge in addition to the charge set forth in [§ 50.07](#) in the amount of \$2 per month.

(C) All twigs, branches, limbs and other trimmings of trees and bushes shall not be collected unless the trimmings are less than six feet in length and less than four inches in diameter, tied into bundles no larger than 24 inches in diameter.

(D) No garbage, refuse or non-combustibles transported into the city from outside the corporate limits shall be collected.

~~(E) Yard Waste will only be collected if placed loose in cans or in paper biodegradable bags.~~

(‘97 Code, § 55.04) (Ord. 59-78, passed 2-5-79; Am. Ord. 54-79, passed 8-20-70; Am. Ord. 49-89, passed 8-7-89)

~~§ 50.04 PERMIT REQUIRED FOR COLLECTION; FEE.~~

~~—(A) No commercial hauler who does not possess a permit shall collect, transport, or dispose of garbage or refuse within the city, other than a person, firm or corporation solely when operating under the contract with the city to remove solid waste (collected by the city) from the transfer station.~~

~~—(B) This permit shall be issued only by the City Manager or his or her duly authorized agent and only upon payment of an annual fee of \$10. The holder of this permit shall comply with all of the provisions and terms of this chapter.~~

~~(‘97 Code, § 55.05) (Ord. 59-78, passed 2-5-79; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) Penalty, see § 50.99~~

§ 50.05 PRIVATE DISPOSAL PROHIBITED.

The disposal of garbage or refuse in any quantity by an individual or an establishment is prohibited in any public or private place within the city limits.

(‘97 Code, § 55.06) (Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

§ 50.06 TAMPERING WITH REFUSE PROHIBITED.

(A) All garbage, refuse, recyclables and other materials on disposal sites, ~~including the transfer station~~, are the property of the city.

(B) No person shall be allowed to separate and collect, carry off, or dispose of materials on disposal sites ~~including the transfer station~~, except under the direction of the City Manager or except by contract with the city. In addition, the provisions of division (B) hereof shall not apply to any law enforcement officer or fire investigator in the performance of his or her official duties.

('97 Code, § 55.07) (Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

 § 50.07 GARBAGE COLLECTION RATES; PERMITS.

(A) (1) The collection of garbage and refuse from houses, buildings, and premises for residential purposes shall be in the amount of ~~\$12.99 for 2007~~ ~~\$14.16 for 2008~~ \$15.30 ~~for 2009~~ per month for cans or bags not to exceed ~~27.32~~ gallons, or any other containers approved by the Sanitation Department. There shall be an additional monthly charge of ~~\$2.66 for 2007~~ ~~\$2.90 for 2008~~ \$3.13 ~~for 2009~~ for recycling costs incurred by the city. The current fees shall remain in effect until changed. No more than six bags or cans of refuse and six cans or bags of leaves or grass will be collected per week without additional charges. No householder within the city limits shall be exempt from the provisions of this section without obtaining a special waiver pursuant to (B) below.

(2) The term **HOUSEHOLDER** shall mean the head of a family or one maintaining his or her separate living room or quarters on the premises, and shall include owners, tenants, and occupants of all premises.

(B) Special waivers of compliance with (A) above may be granted at the utility collection office to the following. Special waivers may be subject to revocation without notice.

(1) Owners of buildings containing four or more apartment units, and who have in force a contract with a commercial hauler to collect garbage and refuse from the apartment units.

(2) Commercial or business accounts who have in force a contract with a commercial hauler to collect garbage and refuse from the commercial or business establishments.

(3) *Participants in the Senior Discount Program.* The Senior Discount Program shall be for householders who reside in the city and who are 62 years of age and older or disabled, or who have other hardship reasons approved by the Sanitation Department and also meet income guidelines as established by the Utility Billing Office. The rate for the program shall be 50% of the standard refuse rate as established in division (A) plus a recycling rate which shall be 30% of the standard recycling rate as established in division (A).

(4) Owners of single-family residences which remain unoccupied during vacations for a minimum of two months subject to appropriate receipt of notice and approval by the utility office.

(C) The collection of garbage and refuse and recycling from commercial establishments shall be on the basis of the amount of ~~refuse and garbage materials collected collection~~ as follows.

(1) For each container or part thereof not exceeding ~~27.32~~ gallons or 75 pounds, whichever is greater, the charge shall be ~~\$3.17 for 2007~~ ~~\$3.46 for 2008~~ ~~\$3.74 for 2009~~ per container, to be billed monthly at a minimum monthly charge of ~~\$14.63 for 2007~~ ~~\$15.95 for 2008~~ ~~\$17.23 for 2009~~. In addition a charge of \$3.13 per month for recycling shall be included.

(2) A record of the number of containers shall be maintained by garbage and refuse collectors. Garbage and refuse must be placed in containers to comply with the specifications for garbage and refuse containers herein.

(3) Collection of fees shall be made by the Utilities Department as a separate item on each utility bill. The fees shall be assessed against the person or firm in whose name the utility bill is listed.

(D) ~~Rubbish as defined in § 50.01 and discarded appliances~~ Bulk items shall ~~only~~ be collected when placed at normal trash collection points ~~on the regular collection day at specific times during the year as designated by the Utilities Department. Discarded appliances, furniture, and other large items not suitable for regular trash collections will be collected on a call-in basis at times designated by the Sanitation Department. Such items shall be collected at the discretion of the the Sanitation Department in reasonable amounts not to exceed 3 bulk items in one week. Excessive amounts of bulk items placed out for collection may incur additional charges based on the disposal cost.~~

(E) Garbage and refuse may be collected at locations outside the city limits when feasible, at a rate of 150% of the rates listed in divisions (A) and (C) above, except that recycling costs shall be uniform inside and outside the city limits.

(F) A delayed payment charge of 5% of each month's fee shall be added to the month's billing if not paid within the net payable date of the monthly statement.

~~-(G) Commercial haulers operating within the city limits shall purchase a permit from the Health Department at an annual fee of \$10. All vehicles owned and operated by commercial haulers shall be made available to the Health Department for inspection at such times as the Department shall determine. No commercial hauler shall fail to comply with all applicable rules, regulations, or ordinances of the city.~~

('97 Code, § 55.08) (Ord. 7-59, passed 2-16-59; Am. Ord. 15-94, passed 3-21-94; Am. Ord. 53-94, passed 11-21-94; Am. Ord. 15-96, passed 3-18-96; Am. Ord. 11-02, passed 5-20-02; Am. Ord. 3-05, passed 4-4-05; Am. Ord. 32-06, passed 1-2-07; Am. Res. R-12-07, passed 1-16-07; Am. Ord. 12-10, passed 6-1-10) [Penalty, see §50.99](#)

 § 50.08 UNCOLLECTED GARBAGE DECLARED A NUISANCE.

(A) No garbage or refuse shall be collected from any premises where the owner or lessee is in arrears for a period of one month. Fermenting, putrefying, or odoriferous garbage in containers uncollected or dumped in the open due to failure to pay garbage fees shall be declared a nuisance, and the person or persons responsible shall be liable to prosecution under the provisions of R.C. § 3767.13.

('97 Code, § 55.09)

(B) No person, firm or corporation shall permit the accumulation or collection on his, her or its premises of any garbage, refuse, non-combustibles, hazardous waste or solid waste which was not generated on said premises.

('97 Code, § 55.10) (Ord. C-696, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

DISPOSAL OF SOLID WASTE

📖 § 50.20 ESTABLISHMENT OF DISPOSAL DISTRICT NUMBER ONE.

The Commission authorizes the Board of County Commissioners to lay out, establish, and maintain the Miami County Garbage and Refuse Disposal District Number One, and to include therein, in addition to other lots and lands, all lots and lands within the corporate limits of the city.

('97 Code, § 55.15) (Ord. 13-66, passed 3-21-66; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89)

📖 § 50.21 HAULING PERMIT REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting, hauling, or transporting through, over, or upon the public streets and ways of the city, any solid waste, without obtaining a license or permit to do so from the office of the Sanitary Engineer, Miami County Incinerator, Troy, Ohio 45373. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.16) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

📖 § 50.22 COMPLIANCE WITH HAULING REGULATIONS.

It shall be unlawful for any commercial hauler or individual hauler to haul or transport through, over, or upon the public streets and ways of the city, any garbage, rubbish, or refuse unless the garbage, rubbish, or refuse is hauled to the Miami County ~~Incinerator~~ [Transfer Station](#) and is hauled in conformance with the rules and regulations of disposal of solid wastes in Miami County Garbage and Refuse Disposal District Number One adopted by the Miami County Commissioners. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

('97 Code, § 55.17) (Ord. 40-68, passed 11-4-68; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

📖 § 50.23 INCINERATOR.

(A) It shall be unlawful for any person, firm or corporation to operate an incinerator within the city unless the incinerator meets the federal, state, or local ordinances for solid or smoke emission from incinerators, and in no instance shall the solid and smoke emission exceed the following standards:

- (1) Solids: 0.85 pounds per 1,000 pounds of gas, corrected to 15% CO₂.

(2) Smoke: Ringlemann Number Two for no more than 60 minutes in 24 hours.

('97 Code, § 55.18) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89)

(B) It shall be unlawful for any person, firm or corporation to construct an incinerator within the city until the plans and specifications for it are submitted to and approved by the sanitary engineer and the city engineer.

('97 Code, § 55.19) [Penalty, see § 50.99](#)

 § 50.24 COVERED VEHICLE REQUIRED FOR HAULING.

It shall be unlawful for any person, firm or corporation to haul or transport any waste, refuse, trash, or garbage in an form within the city in a vehicle not fitted with a tight cover or not constructed in such a manner as to prevent the escape of any portion of the load being transported, no matter how minute.

('97 Code, § 55.20) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89) [Penalty, see § 50.99](#)

 § 50.25 HAULING GARBAGE TO LOCATION OUTSIDE CITY PROHIBITED.

(A) It shall be unlawful for any commercial hauler to haul or transport any waste, refuse, trash, or garbage in any form from a point within the city to any point outside of Miami County.

(B) In the event of an emergency such as, but not limited to, a truck breakdown or driver illness, the provisions of this section shall not apply if the commercial hauler notifies the office of the City Police Department of the emergency prior to the removal from the county of the waste, trash, or garbage.

(Ord. 40-68, passed 11-4-68; Am. Ord. 56-69, passed 12-1-69)

(C) This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

(Ord. 49-89, passed 8-7-89)

('97 Code, § 55.21) [Penalty, see § 50.99](#)

 § 50.99 PENALTY.

Whoever violates any provisions of this chapter shall be punished as provided in § [10.99](#). Each day's violation shall constitute a separate offense.

SEC. 2: 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	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	An ordinance amending chapter 50 of the Piqua Code, relating to garbage and refuse		
SUBMITTED BY	Name & Title: Amy Welker, RS Director of Health & Sanitation		
	Department: Sanitation		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>Amending the ordinance to more closely align with current practices and clean up language. Also, adding language to prepare for the addition of curbside recycling as a service offered by the Sanitation department. Includes language to address recycling containers to be provided by the city. The changes do NOT include any rate adjustment or fee increases.</p> <p>Amendments include, adding a definition of bulk item and limiting these items to 3 per week. The current practice is to limit bulk items to a reasonable amount and to charge for excessive piles. This practice will continue.</p> <p>Adds a definition of recyclable materials and requires those materials be in a container. When the city provides such a container for use by customers, it will remain the property of the city. The ordinance also allows customers to be charged for replacement of the container if they misuse it.</p> <p>Clarifies that yard waste is to be placed in paper biodegradable bags; plastic garbage bags are not allowed at the compost facility per the EPA. Customers have been notified of this change in the Spirit newsletter and through social media.</p> <p>Adds recyclables to the list of items that are not to be tampered with once placed out for pick-up by customers. These items become the property of the city.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Narrative:	No impact to the budget	

OPTIONS (Include Deny /Approval Option)	1.	Pass the ordinance to update Chapter 50
	2.	Do not pass the ordinance
	3.	Provide further direction to staff
	4.	
PROJECT TIMELINE	First reading Jan. 20, 2015 Second reading Feb. 3, 2015 Third reading Feb. 17, 2015 Recycling service to begin May 1, 2015	
STAFF RECOMMENDATION	Pass the ordinance to amend Chapter 50.	
ATTACHMENTS		

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$165,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF A BUILDING KNOWN AS THE ZOLLINGER BUILDING AND ASSOCIATED INTERESTS IN REAL PROPERTY

WHEREAS, this City Commission has heretofore by proper legislation declared the necessity of a building known as the Zollinger building and associated interests in real property (the "Project"); and

WHEREAS, the Director of Finance, as fiscal officer of this municipality, has heretofore estimated that the life of the improvements constituting the Project is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years; and

WHEREAS, this City Commission expects the debt service charges on the bonds (the "Debt Charges") authorized hereby will be paid from the general revenues of this municipality (the "Revenues"); and

WHEREAS, Unity National Bank, A Division of The Park National Bank, Piqua, Ohio (the "Bank") has offered to purchase such bonds upon the terms set forth in such offer and herein.

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Piqua (hereinafter called the "Municipality"), County of Miami, Ohio:

SECTION 1. That it is necessary to issue and sell bonds of the Municipality in the principal sum of \$165,000 (the "Bonds") for the purpose of paying part of the cost of the Project, including costs related to the issuance of the Bonds, under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code (the "Act"). It is hereby determined that notes shall not be issued in anticipation of the Bonds.

SECTION 2. That the Bonds shall be issued in such principal amount for the purpose aforesaid. The Bonds shall (i) be dated, (ii) be numbered from R-1 upwards in order of issuance, (iii) be of such denominations, (iv) mature in a single payment of principal not later than December 15, 2015 (the "Maturity Date"), and (v) bear interest at the rate of three percent (3.00%) per annum, which interest shall be calculated on the basis of the actual number of days and a 360 day year, and shall be payable on the Maturity Date.

The Bonds shall be subject to redemption at the option of the Municipality at any time, in whole or in part in inverse order of maturity.

The Bonds shall be designated "Building Acquisition Bonds, Series 2015".

It is hereby determined by the City of Piqua that the issuance of the Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the Municipality.

SECTION 3. That the Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this ordinance. The Bonds shall be in fully registered form without coupons, shall bear the signatures of the City Manager and the Director of Finance, provided that either or both of such signatures and such seal may be facsimiles. The Bonds shall bear the manual authenticating signature of the Director of Finance serving as, or of an authorized representative of a bank or trust company determined by the Director of Finance to serve as, the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. The final payment of the Debt Charges shall be payable at the designated office of the Paying Agent and the Registrar and all other Debt Charges shall be paid on the Maturity Date to the person whose name appears on the record date (being the 15th day preceding the Maturity Date) on the Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the designated office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The Municipality and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding the Maturity Date or preceding any selection of Bonds to be redeemed, or after such Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The Municipality and the Paying Agent and Registrar may deem and treat the registered holders of the Bonds as the absolute owners thereof for all purposes, and neither the Municipality nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That for the payment of the Debt Charges, the full faith, credit, and revenue of the Municipality are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the Debt Charges promptly when and as the same fall due, there shall be and is hereby levied on all the taxable property in the Municipality, within the ten-mill limitation of Article XII, Section 2 of the Constitution of Ohio, in addition to all other taxes, a direct tax annually during the period the Bonds are to run in an amount sufficient to provide funds to pay the Debt Charges as and when the same fall due, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio; provided, that in each year to the extent that Revenues or moneys from other sources are available for the payment of the Debt Charges and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues or other moneys so available and appropriated. Said property tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said property tax shall be placed before and in preference to all other items and for the full amount thereof.

The Revenues to be applied to the payment of the Debt Charges and the funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the Debt Charges when and as the same shall fall due.

SECTION 5. That the Bonds are hereby awarded and sold to the Bank at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, all as set forth in the Bank's offer to purchase the Bonds which is hereby accepted.

The proceeds from the sale of the Bonds, except as any premium and accrued interest received, shall be deposited in an appropriate fund and used for the purpose aforesaid and for no other purpose and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Bonds in the manner provided by law.

SECTION 6. That the City of Piqua hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements.

The Director of Finance or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed to (a) make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Municipality with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance or any other officer on behalf of the Municipality; and (b) give an appropriate certificate on behalf of the Municipality on the date of delivery of the Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148, and the representations, warranties and covenants of the Municipality regarding compliance by the Municipality with Sections 141 through 150 of the Code, and the regulations thereunder.

The Bonds are hereby designated as “qualified tax-exempt obligations” to the extent permitted by Section 265(b)(3) of the Code and not already deemed so designated. The City of Piqua finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Municipality during the calendar year in which the Bonds are issued does not and this City Commission hereby covenants that, during such year, the amount of tax-exempt obligations issued by the Municipality and designated as “qualified tax-exempt obligations” for such purpose will not exceed \$10,000,000. The Director of Finance and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the Municipality with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the Municipality during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 7. That the Director of Finance is hereby authorized to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained to provide bond counsel services to the Municipality in connection with the issuance of such Bonds, including preparation of the necessary authorization and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith to the Bank, and said firm shall be compensated by the Municipality for such services in accordance with a written agreement substantially the form presently on file with the City of Piqua. The City Manager, the Director of Finance and other appropriate officials of the Municipality, are each hereby separately authorized, without further action of this City Commission, to execute and deliver such agreement on behalf of the Municipality in substantially the form presently on file with this City Commission and to take any and all actions and to execute such other instruments that may be necessary or appropriate in order to effect the retention of such firm and the intent of this ordinance.

SECTION 9. That if any provision of this ordinance or such Bonds, or any covenant, obligation or agreement contained herein or therein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein or therein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 10. That the Director of Finance is hereby directed to forward a certified copy of this ordinance to the county auditor of each county in which any part of the Municipality is located.

SECTION 11. That it is found and determined that all formal actions of this City Commission concerning and relating to the adoption of this ordinance were adopted in an open meeting of this City Commission, and that all deliberations of this City Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 12. That this ordinance shall go into effect at the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

ATTEST:

REBECCA J. COOL, CLERK

PASSED:

RESOLUTION NO. 9-15

**A RESOLUTION AUTHORIZING THE PURCHASE OF 101 S. WAYNE STREET,
PARCEL NOS. N44-001930 AND N44-001235**

WHEREAS, Parcel Nos. N44-001930 and N44-001235, 101 S. Wayne St., Piqua, Miami County, Ohio, is available for purchase and necessary for economic development; and

WHEREAS, the City has been in pre-planning stages to create development of the Riverfront and 101 S. Wayne St. is a critical piece of the proposed planning of development; and

WHEREAS, the owner of Parcel Nos. N44-001930 and N44-001235 and the City executed a Purchase Agreement on December 18, 2014.

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

SEC. 1. The City Manager is hereby authorized to purchase Parcel Nos. N44-001930 and N44-001235 for an amount not to exceed \$165,000.00, taking into consideration the fair market value and, in accordance with the terms of the Agreement to Purchase attached hereto as Exhibit A.

SEC. 2. The Finance Director certifies and warrants that the funds are available.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

Item # 5

MEETING DATE	January 20, 2015		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE PURCHASE OF 101 S. WAYNE STREET, PARCEL NO.'S N44-001930 AND N44-001235		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" 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 checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The subject property has been identified by the Downtown Riverfront Redevelopment Strategy as a key parcel in regards to the redevelopment envisioned for this area. To effectively engage development interest in the project anticipated it is essential that a pro-development entity, such as the City of Piqua, control the property. GPN, PIC, and other agencies and members of the community have a expressed support for moving forward with this acquisition to advance the redevelopment goal for this property. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase agreement that expires in March of 2015.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	165,000	
	Source of Funds:	Building Acquisition Bonds, Series 2015	
	Narrative:	Favorable financing terms have been secured for the acquisition. The expectation is that the funds will be recovered when the redevelopment project is executed.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the acquisition.	
	2.	Defeat the resolution and deny the acquisition.	
PROJECT TIMELINE	Jan/Feb Regular City Commission meetings.		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	1. Resolution and purchase agreement		

AGREEMENT TO PURCHASE

This Agreement is hereby entered into this 18th day of DECEMBER of 2014 between the City of Piqua, a municipal corporation in the State of Ohio ("Buyer") and Anthony W. Cockerham ("Seller") for the purchase of 0.375 acres more or less, Parcel N44-001235, located to the rear of 101 South Wayne Street, Piqua, Miami County, Ohio 45356.

WHEREAS, Buyer desires to purchase from Seller the property described below and Seller desires to sell the property for the benefit of the public and the purpose of facilitating the Riverfront District Development Strategy.

NOW, THEREFORE, the parties hereto have executed this Agreement to Purchase, which is based on the terms and conditions as set forth below.

I. DESCRIPTION OF PROPERTY

The real estate is located to the rear of 101 South Wayne Street, Piqua, Miami County, Ohio 45356. The Parcel No. is N44-001235, and the subject tract is highlighted on the illustration attached in Exhibit A.

The said real estate being purchased shall include the land in its present condition. Buyer agrees to purchase the aforementioned real estate subject to all zoning laws, ordinances and restrictions of record. Buyer agrees to purchase the property "as is" and agrees to hold Seller harmless from any claim as to the condition of the property. However, Seller shall provide any reports, studies or other documents related to any environmental concern on the property prior to final transfer of the property.

The subject 0.375 acre area of land is currently unoccupied by building improvements and the Buyer desires to acquire the property to assemble the tract with adjoining land to facilitate the redevelopment of the subject land and building improvements as contemplated in the Riverfront District Development Strategy planning document prepared by the City of Piqua.

II. PURCHASE PRICE AND CONVEYANCE

The Buyer and Seller agree to a fair market appraisal value for the property more or less equal to the value assigned to the parcel by the Miami County Auditor's office plus seventeen percent. Buyer shall pay, and Seller, shall accept, the sum of Twenty-Five Thousand Seven Hundred Seventy-Four Dollars (\$25,774), as and for full consideration for the premises which shall be paid to the Seller in cash at closing. The purchase amount is in consideration of the Buyer's intent to assemble the tract with adjoining land to facilitate the redevelopment of the subject land and building improvements as contemplated in

the Riverfront District Development Strategy planning document prepared by the City of Piqua.

Buyer and Seller acknowledge the sale of the property is contingent upon the Piqua City Commission authorizing the purchase of the property described herein in a public meeting after the required notice of the item being on the agenda.

At closing, Seller shall convey marketable, fee simple title to Buyer by General Warranty Deed, free and clear of all liens and encumbrances, but subject to easements and restrictions. The deed shall be made in the name of the "City of Piqua" and shall be recorded by Buyer.

Buyer shall bear the cost of any title insurance to be secured regarding the premises. Any such title insurance shall demonstrate that Seller has good and merchantable title to the premises in fee simple, free and clear of all liens and encumbrances whatsoever except those created or assumed by Buyer, real estate taxes and assessments that are not yet due, zoning ordinances, legal highways, and building setback lines, easements, restrictions and reservations of record.

If the title to all or part of the premises is defective or unmerchantable, or if any part of the premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove, at Seller's expense, and such defect, lien, encumbrance, easement, condition, restriction or encroachment. If Seller is unable to remedy or remove, or secure title insurance against such defect, lien, encumbrance, easement, condition, restriction or encroachment within said thirty day period, then Buyer shall have the option to terminate this Purchase Agreement and be relieved of any and all obligations, and this Agreement shall be null and void.

III. TAXES AND ASSESSMENTS

The Buyer shall assume responsibility for any and all prorated property taxes from date of sale. The Seller shall assume responsibility for any and all prorated property taxes up to the date of sale. Taxes shall be prorated in accordance with the short proration method.

IV. TERM OF EXERCISE

Seller shall provide the Buyer with the exclusive right to purchase the Property for the duration of this agreement. Buyer shall use its best efforts to expeditiously secure funds and receive authorization for the purchase of the

Property. Buyer shall notify Seller immediately upon securing funding and authorization for the purchase of the Property. Seller reserves the right to terminate the Agreement if Buyer fails to receive the funding and authorization to purchase the Property by March 10, 2015. Buyer may terminate this Agreement at any time and for any reason by providing written notice to Seller.

If the Buyer does not secure funding and authorization for the purchase of the Property by March 10, 2015, the parties may extend this Agreement upon a written request from the Buyer for such an extension with the said extension period being designated in writing.

Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Buyer has provided Seller with a written notification that funds have been secured and the purchase of the property has been authorized.

V. CLOSING AND POSSESSION

Seller shall transfer possession of the premises to Buyer at closing.

VI. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing. All certifications and warranties of the Seller shall survive the closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

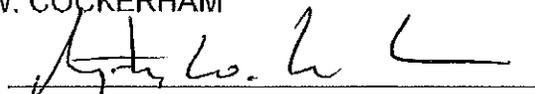
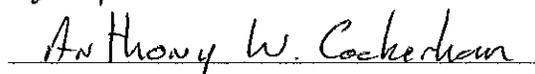
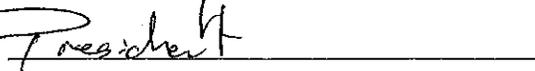
SELLER:

ANTHONY W. COCKERHAM

Signature: _____

Print Name: _____

Print Title: _____

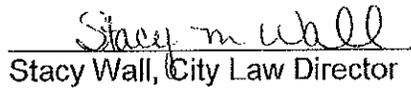
BUYER:

CITY OF PIQUA, OHIO



Gary A. Huff, City Manager

APPROVED AS TO FORM AND CORRECTNESS:



Stacy Wall, City Law Director

AGREEMENT TO PURCHASE

This Agreement is hereby entered into this 18TH day of DECEMBER of 2014 between the City of Piqua, a municipal corporation in the State of Ohio ("Buyer") and Pensco Trust Company ("Seller") for the purchase of 0.225 acres more or less, Parcel N44-001930, located at 101 South Wayne Street, Piqua, Miami County, Ohio 45356.

WHEREAS, Buyer desires to purchase from Seller the property described below and Seller desires to sell the property for the benefit of the public and the purpose of facilitating the Riverfront District Development Strategy.

NOW, THEREFORE, the parties hereto have executed this Agreement to Purchase, which is based on the terms and conditions as set forth below.

I. DESCRIPTION OF PROPERTY

The real estate is located at 101 South Wayne Street, Piqua, Miami County, Ohio 45356. The Parcel No. is N44-001930, and the subject tract is highlighted on the illustration attached in Exhibit A.

The said real estate being purchased shall include the land in its present condition. Buyer agrees to purchase the aforementioned real estate subject to all zoning laws, ordinances and restrictions of record. Buyer agrees to purchase the property "as is" and agrees to hold Seller harmless from any claim as to the condition of the property. However, Seller shall provide any reports, studies or other documents related to any environmental concern on the property prior to final transfer of the property.

The subject 0.225 acre area of land is currently occupied by building improvements and the Buyer desires to acquire the property to assemble the tract with adjoining land to facilitate the redevelopment of the subject land and building improvements as contemplated in the Riverfront District Development Strategy planning document prepared by the City of Piqua.

II. PURCHASE PRICE AND CONVEYANCE

The Buyer and Seller agree to a fair market appraisal value for the property more or less equal to the value assigned to the parcel by the Miami County Auditor's office plus seventeen percent. Buyer shall pay, and Seller, shall accept, the sum of One Hundred Thirty-Nine Thousand Two Hundred Twenty-Six Dollars (\$139,226), as and for full consideration for the premises which shall be paid to the Seller in cash at closing. The purchase amount is in consideration of the Buyer's intent to assemble the tract with adjoining land to facilitate the redevelopment of the subject land and building improvements as contemplated in

Exhibit A



the Riverfront District Development Strategy planning document prepared by the City of Piqua.

Buyer and Seller acknowledge the sale of the property is contingent upon the Piqua City Commission authorizing the purchase of the property described herein in a public meeting after the required notice of the item being on the agenda.

At closing, Seller shall convey marketable, fee simple title to Buyer by General Warranty Deed, free and clear of all liens and encumbrances, but subject to easements and restrictions. The deed shall be made in the name of the "City of Piqua" and shall be recorded by Buyer.

Buyer shall bear the cost of any title insurance to be secured regarding the premises. Any such title insurance shall demonstrate that Seller has good and merchantable title to the premises in fee simple, free and clear of all liens and encumbrances whatsoever except those created or assumed by Buyer, real estate taxes and assessments that are not yet due, zoning ordinances, legal highways, and building setback lines, easements, restrictions and reservations of record.

If the title to all or part of the premises is defective or unmerchantable, or if any part of the premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove, at Seller's expense, and such defect, lien, encumbrance, easement, condition, restriction or encroachment. If Seller is unable to remedy or remove, or secure title insurance against such defect, lien, encumbrance, easement, condition, restriction or encroachment within said thirty day period, then Buyer shall have the option to terminate this Purchase Agreement and be relieved of any and all obligations, and this Agreement shall be null and void.

III. TAXES AND ASSESSMENTS

The Buyer shall assume responsibility for any and all prorated property taxes from date of sale. The Seller shall assume responsibility for any and all prorated property taxes up to the date of sale. Taxes shall be prorated in accordance with the short proration method.

IV. TERM OF EXERCISE

Seller shall provide the Buyer with the exclusive right to purchase the Property for the duration of this agreement. Buyer shall use its best efforts to expeditiously secure funds and receive authorization for the purchase of the

Property. Buyer shall notify Seller immediately upon securing funding and authorization for the purchase of the Property. Seller reserves the right to terminate the Agreement if Buyer fails to receive the funding and authorization to purchase the Property by March 10, 2015. Buyer may terminate this Agreement at any time and for any reason by providing written notice to Seller.

If the Buyer does not secure funding and authorization for the purchase of the Property by March 10, 2015, the parties may extend this Agreement upon a written request from the Buyer for such an extension with the said extension period being designated in writing.

Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Buyer has provided Seller with a written notification that funds have been secured and the purchase of the property has been authorized.

V. CLOSING AND POSSESSION

Seller shall transfer possession of the premises to Buyer at closing.

VI. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing. All certifications and warranties of the Seller shall survive the closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

PENSCO TRUST COMPANY

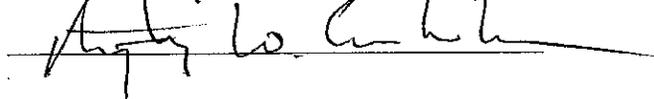
Signature:



Print Name:

Anthony W. Cocke

Print Title:



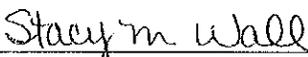
BUYER:

CITY OF PIQUA, OHIO



Gary A. Huff, City Manager

APPROVED AS TO FORM AND CORRECTNESS:



Stacy Wall, City Law Director

Exhibit A



RESOLUTION NO. R-10-15

**A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE
PROPERTY LOCATED AT 117 S. MAIN STREET**

WHEREAS, the City of Piqua desires to facilitate the redevelopment of the downtown riverfront area, including the redevelopment of Parcel No. N44-017280, a 0.040 acre subject property being located at 117 S. Main Street, and more specifically described by Exhibit A; and

WHEREAS, the property owner desires to sell the subject property; and,

WHEREAS, the City of Piqua desires to acquire and hold the property until such time a suitable developer for the project is identified; and

WHEREAS, the City and the Owner of the property have negotiated a fair market value purchase price.

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

SEC. 1: The City Manager is hereby authorized to purchase the subject property known as Parcel Nos. N44-017280, a 0.040 acre subject property being located at 101 S. Wayne Street, and more specifically described by Exhibit A, for an amount not to exceed \$8,600.

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.

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 # 6

MEETING DATE	January 20, 2015		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE PROPERTY LOCATED AT 117 S. MAIN STREET		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" 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 checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The subject property has been identified by the Downtown Riverfront Redevelopment Strategy as a key parcel in regards to the redevelopment envisioned for this area. To effectively engage development interest in the project anticipated it is essential that a pro-development entity, such as the City of Piqua, control the property. GPN, PIC, and other agencies and members of the community have expressed support for moving forward with this acquisition to advance the redevelopment goal for this property. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase option that expires in Dec of 2015.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	8,600	
	Expenditure \$:	8,600	
	Source of Funds:	2015 Budget	
	Narrative:		
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the acquisition.	
	2.	Defeat the resolution and deny the acquisition.	
PROJECT TIMELINE	Jan 20 Regular City Commission meetings.		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	1. Resolution and purchase agreement		

AGREEMENT TO PURCHASE

This Agreement is hereby entered into this 21 day of January of 2014 between the City of Piqua, a municipal corporation in the State of Ohio ("Buyer") and Ann A. Curtis, Mark L. Hausfeld, and Jeffery W. Hausfeld ("Seller") for the purchase of 0.04 acre part of Inlot No. 1051, also known as 117 S. Main Street, Piqua, Miami County, Ohio 45356.

WHEREAS, Buyer desires to purchase from Seller the property described below and Seller desires to sell the property;

NOW, THEREFORE, the parties hereto have executed this Agreement to Purchase, which is based on the terms and conditions as set forth below.

I. DESCRIPTION OF PROPERTY

The real estate is located at 117 S. Main Street, Piqua, Miami County, Ohio 45356. The Parcel No. is N44-017280, and is part of Inlot No. 1051, and a copy of the deed with said legal description is attached in Exhibit A.

The said real estate being purchased shall include the land in its present condition. Buyer agrees to purchase the aforementioned real estate subject to all zoning laws, ordinances and restrictions of record. Buyer agrees to purchase the property "as is" and agrees to hold Seller harmless from any claim as to the condition of the property.

The land is currently unoccupied and the Buyer 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.

II. PURCHASE PRICE AND CONVEYANCE

The Buyer and Seller agree to execute a Purchase Agreement, contingent upon the Piqua City Commission authorizing purchase of the property in a public meeting and the Buyer securing funds to complete the purchase of the subject property.

The Seller agrees the property is currently vacant and agrees no new improvements or alterations to the property will be constructed prior to the executing of a Purchase Agreement.

The Buyer and Seller agree to an appraisal value for the property equal to the amount assigned to the parcel by the Miami County Auditor's office effective December 19, 2013, with a copy of the Auditor's valuation information for the Property attached herewith as Exhibit B. Buyer shall pay, and Seller, shall

accept, the sum of Eight Thousand Six Hundred Dollars (\$8,600), as and for full consideration for the premises which shall be paid to the Seller in cash at closing. The purchase amount is in consideration of the Buyer's intent 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.

At closing, Seller shall convey marketable, fee simple title to Buyer by General Warranty Deed, free and clear of all liens and encumbrances, but subject to easements and restrictions. The deed shall be made in the name of the City of Piqua and shall be recorded by Buyer.

Buyer shall bear the cost of any title insurance to be secured regarding the premises. Any such title insurance shall demonstrate that Seller has good and merchantable title to the premises in fee simple, free and clear of all liens and encumbrances whatsoever except those created or assumed by Buyer, real estate taxes and assessments that are not yet due, zoning ordinances, legal highways, and building setback lines, easements, restrictions and reservations of record.

If the title to all or part of the premises is defective or unmerchantable, or if any part of the premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove, at Seller's expense, and such defect, lien, encumbrance, easement, condition, restriction or encroachment. If Seller is unable to remedy or remove, or secure title insurance against such defect, lien, encumbrance, easement, condition, restriction or encroachment within said thirty day period, then Buyer shall have the option to terminate this Purchase Agreement and be relieved of any and all obligations, and this Agreement shall be null and void.

III. TAXES AND ASSESSMENTS

The Buyer shall assume responsibility for any and all prorated property taxes from date of sale. The Seller shall assume responsibility for any and all prorated property taxes up to the date of sale. Taxes shall be prorated in accordance with the short proration method.

IV. TERM OF EXERCISE

Seller shall provide the Buyer with the exclusive right to purchase the Property for the duration of this agreement. Buyer shall use its best efforts to expeditiously secure funds and receive authorization for the purchase of the Property. Buyer shall notify Seller immediately upon securing funding and authorization for the purchase of the Property. Seller reserves the right to

terminate the Agreement if Buyer fails to receive the funding and authorization to purchase the Property by December 31, 2015. Buyer may terminate this Agreement at any time and for any reason by providing written notice to Seller.

If the Buyer does not secure funding and authorization for the purchase of the Property by December 31, 2015, the parties may extend this Agreement upon a written request from the Buyer for such an extension with the said extension period being designated in writing.

Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Buyer has provided Seller with a written notification that funds have been secured and the purchase of the property has been authorized.

V. CLOSING AND POSSESSION

Seller shall transfer possession of the premises to Buyer at closing.

VI. ENTIRE AGREEMENT

This offer, upon acceptance, constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing. All certifications and warranties of the Seller shall survive the closing. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

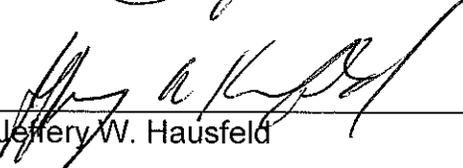
SELLER:



Ann A. Curtis 12-24-13



Mark L. Hausfeld 12-24-13



Jeffrey W. Hausfeld 12-24-13

BUYER:

CITY OF PIQUA, OHIO



Gary A. Huff, City Manager

APPROVED AS TO FORM AND CORRECTNESS:



Stacy Wall, City Law Director

Exhibit A



MIAMI COUNTY RECORDER
JESSICA A LOPEZ
2013OR-13414
PRESENTED FOR RECORD
MIAMI COUNTY, TROY, OHIO
08/28/2013 11:28:18AM

REFERENCES 0
RECORDING FEE 44.00
PAGES: 4

\$4.00

TRANSFERRED	
In compliance with ORC 319.202	
MATTHEW W. GEARHARDT, Miami Co. Auditor	
<i>Matthew Gearhardt</i>	
AUG 27 2013	
Total Fee:	\$
ORC 319.04	\$
ORC 322.02	\$
Exempt	<input checked="" type="checkbox"/>

DESCRIPTION APPROVED
MIAMI COUNTY ENGINEER
BY *DGS* DATE 8-27-13

QUITCLAIM DEED - (Statutory Form - O.R.C. Section 5302.11)

KNOW ALL MEN BY THESE PRESENTS:

Mary Ann Hausfeld, aka Mary Ann H Hausfeld, aka Mary A. Hausfeld, unmarried widow, grants, to Ann A. Curtis, Mark L. Hausfeld and Jeffery W. Hausfeld, whose tax mailing address is 519 W. Ash Street, Piqua, Ohio 45356, the following real property:

TRACT ONE:

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being Lot Number Three Thousand Nine Hundred Eighty-two (3982) in the said City of Piqua, Ohio. Being the property located at 718 Manier, Piqua, Ohio
Prior Deed Ref: Volume 574, Page 821.

TRACT TWO:

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being Lot Number Three Thousand One Hundred Thirty-eight (3138) in the City of Piqua, Miami County, Ohio.
Being the property located at 915 Wilson, Piqua, Ohio
Prior Deed Ref: Volume 549, Page 123.

TRACT THREE: ok PPP

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being a part of Outlot 286 in the City of Piqua, Miami County, Ohio, and more particularly described as follows: Commencing at the northwest corner of Outlot 286 then in a southerly direction with the west line of Outlot 286 a distance of 158.55 feet to a point; then N 89 deg. 15' E a distance of 242.95 feet to an iron pin the place of beginning of this description; then continuing N 89 deg. 15' E a distance of 141.86 feet to a point; then S 8 deg. 14' 40" E a distance of 172.73 feet to a point on the north line of Statler Road; then N 88 deg. 30' W a distance of 149.50 feet to a point; then N 5 deg. 56' W a distance of 166.07 feet to the place of beginning, containing 0.561

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OR VOL 01458 PAGE 032

Exhibit A

acres more or less.

This description was prepared in accordance with a survey recorded at Volume 8, Page 78 of the Miami County Engineer's Record of Lot Surveys, and information found in Deed Book 395, Page 887.

EXCEPTING the following described part of said Outlot 286 deeded to the Miami County Commissioners.

Beginning at the southwest corner of the above described property in the north line of Statler Road; then N 5 deg. 53' 40" W along the west line of the above-described tract, a distance of 16.55 feet to a point; then S 86 deg. 57' 01" E a distance of 120.48 feet to a point; then S 1 deg. 39' 45" W a distance of 13.15 feet to a point on the north line of Statler Road; then N 88 deg. 30' W a distance of 118.27 feet to the place of beginning, containing 0.04 acres more or less. The description for the exception prepared according to Miami County Recorder's Plat Book 9, Page 134.

This description was prepared by John E. Ferman, Professional Surveyor, Ohio Registration No. 4864.

Being the property located at 212 Garnsey Street, Piqua, Ohio.

Prior Deed Ref: Volume 538, Page 362.

TRACT FOUR:

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being 33 feet off the south side of Lot Number One Thousand Five Hundred Seventy-two (1572) and being part of Koester Subdivision of Outlot Number One (1) of Chester Garnsey's Addition to the City of Piqua, Ohio.

Being the property located at 623 S. Downing Street, Piqua, Ohio.

Prior Deed Ref: Volume 499, Page 475.

TRACT FIVE:

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being Lot Number One Thousand Six Hundred Twenty (1620) in the R.D. Ford Addition to the said City of Piqua, Plat Book 2, Page 32, Miami County Recorder's Office.

Being the property located at 715 Covington Avenue, Piqua, Ohio.

Prior Deed Ref: Volume 696, Page 204.

TRACT SIX: oK PPD

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being 4 feet 9 inches off the west end of Lot 157 in the City of Piqua, Miami County, Ohio, and more particularly described as follows: Commencing at the intersection of the north line of Miami Street and the east line of Wayne Street; thence North with the east line of Wayne a distance of 78 feet to an iron pin; thence East a distance of 140 feet to an iron pin the place of beginning of this description; thence North a distance of 30 feet to an iron pin; thence East a distance of 4 ft. 9 inches to an iron pin; thence South a distance of 30 feet to an iron pin; thence West a distance of 4 ft. 9 inches to the place of beginning.

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Exhibit A

Vol. 10, Page 148 of the Miami County Engineer's Record of Lot Surveys.
Being the property located at 221 S. Wayne Street (rear), Piqua, Ohio
Prior Deed Ref: Volume 464, Page 79.

TRACT SEVEN: *or PPD*

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being the south 1/2 of Inlot One Hundred Fifty-seven (157) in the City of Piqua, Miami County, Ohio. EXCEPTING THEREFROM THE FOLLOWING:

Beginning at an iron pin, which marks the southwest corner of Lot Number 157; thence North with the west lot line of said Lot Number 157, Thirty (30) feet to an iron pin; thence East Five (5) feet to an iron pin; thence South thirty (30) feet to an iron pin on the south line of Lot Number 157; thence West five (5) feet to the place of beginning.
The above description was prepared according to a survey in Vol. 10, Page 148, Miami County Engineer's Record of Lot Surveys.
Being the property located at 220 S. Main Street, Piqua, Ohio
Prior Deed Ref: Volume 582, Page 710.

TRACT EIGHT:

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows: Being a part of Lot 1051 in the City of Piqua, Miami County, Ohio, as shown by survey recorded in Vol. 14, Page 98, of the Miami County Engineer's Record of Lot Surveys, and being further described as follows: Beginning at a point in the west line of Lot 1051, said point being South 1 deg. 00' East, a distance of 61.00 feet from the northwest corner of Lot 1051, said point also being in the east property line of South Main Street; thence North 89 deg. 30' East, a distance of 47.70 feet to a point in the west property line of the Miami-Erie Canal; thence South 15 deg. 21' West with the west property line of the Miami-Erie Canal, a distance of 31.18 feet to an iron pin; thence South 89 deg. 30' West, a distance of 38.92 feet to a nail in the west property line of Lot 1051, said nail also being in the east property line of South Main Street; thence North 1 deg. 00' West, with the west line of Lot 1051 and with the east property line of South Main Street, a distance of 30.00 feet to the place of beginning, containing a total of 1299 sq. ft., subject to any and all easements and restrictions of record.
This survey and description prepared by Joe M. Turner, Registered Surveyor No. 5728.
Being the property located at S. Main Street (mid pt.), Piqua, Ohio.
Prior Deed Ref: Volume 582, Page 706.

This deed corrects any defect in title as a result of grantor's failure to release her dower interest in said real property listed above in a deed from Gerald E. Hausfeld to Ann A. Curtis, Mark L. Hausfeld and Jeffery W. Hausfeld dated April 22, 2011 and recorded in Volume 188, Page 950.

VOL 0458 PAGE 034

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Exhibit A

SAVING AND EXCEPTING the taxes and assessments due and payable in December, 2013, and thereafter, all of which the grantor shall continue to pay and be responsible for. The grantee agrees to accept the property subject to all easements, restrictions and covenants of record, and the life estate reserved by grantor herein.

Witness his hand this 23 day of August, 2013.

Mary Ann Hausfeld
Mary Ann Hausfeld

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Hausfeld, unmarried widow, who acknowledged that she did sign the foregoing instrument and that the same was herfree act and deed.

Witness my official signature and seal this 23 day of August, 2013.

Frank J. Patrizio
Notary Public - State of Ohio
My Comm. Exp:

THIS INSTRUMENT PREPARED BY: Frank J. Patrizio, of McCulloch, Felger, Fite & Gutmann Co., LPA, Attorneys at Law, Piqua, Ohio.



FRANK J. PATRIZIO, Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

Vol 0458 PAGE 035

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Data For Parcel N44-017280

Valuation Data

Parcel: N44-017280
Owner: CURTIS ANN A & @ (3)
Address: MAIN



Valuation

	Market (100%)	Assessed (35%)
Land Value:	\$8,600.00	\$3,010.00
CAUV Value:	\$0.00	\$0.00
Improvements Value:	\$0.00	\$0.00
Total Value:	\$8,600.00	\$3,010.00

CAMA database last updated 12/19/2013 11:58:42 PM.

RESOLUTION NO. R-11-15

**A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE
PROPERTY LOCATED AT 101 S. MAIN STREET**

WHEREAS, the City of Piqua desires to facilitate the redevelopment of the downtown riverfront area, including the redevelopment of Parcel No. N44-017250, a 0.160 acre subject property being located at 101 S. Main Street, and more specifically described by Exhibit A; and

WHEREAS, the property owner desires to sell the subject property; and,

WHEREAS, the City of Piqua desires to acquire and hold the property until such time a suitable developer for the project is identified; and

WHEREAS, the City and the Owner of the property have negotiated a fair market value purchase price.

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

SEC. 1: The City Manager is hereby authorized to purchase the subject property known as Parcel No. N44-017250, a 0.160 acre subject property being located at 101 S. Main Street, and more specifically described by Exhibit A, for an amount not to exceed \$36,000.

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.

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 # 7

MEETING DATE	January 12, 2015			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE PROPERTY LOCATED AT 101 S. MAIN STREET			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" 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 checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	The subject property has been identified by the Downtown Riverfront Redevelopment Strategy as a key parcel in regards to the redevelopment envisioned for this area. To effectively engage development interest in the project anticipated it is essential that a pro-development entity, such as the City of Piqua, control the property. GPN, PIC, and other agencies and members of the community have expressed support for moving forward with this acquisition to advance the redevelopment goal for this property. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase option that expires in May of 2015.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	36,000		
	Expenditure \$:	36,000		
	Source of Funds:	2015 Budget		
	Narrative:			
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the acquisition.		
	2.	Defeat the resolution and deny the acquisition.		
PROJECT TIMELINE	Jan 20 Regular City Commission meetings.			
STAFF RECOMMENDATION	Approve the proposed resolution.			
ATTACHMENTS	1. Resolution and purchase agreement			

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement"), dated this 6th day of May 2014 between Craig T. and Merikay Hughes ("Seller"), and the City of Piqua, Ohio, an Ohio municipality ("Buyer").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Seller hereby grants and conveys to Buyer the exclusive option ("Option") and right to acquire all of Seller's right, title, estate and interest in and to that certain real property containing approximately 0.16 acres of land located in the City of Piqua, County of Miami and State of Ohio, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all buildings, improvements, appurtenant rights, privileges and easements, including any street, road or avenue, open or proposed, in front of or adjoining said real property, to the centerline thereof (the "Property"), all subject to and in accordance with the terms and conditions of this Agreement. Exhibit A is a substantial description of the property but upon completion of sale and prior to the recording of the deed, there may need to be a revised legal description approved. Buyer shall pay to Seller the option price of One Dollar (\$1.00) upon the execution of this Agreement.

2. Term of Exercise. The Option shall be exercisable by Buyer until May 1, 2015 ("Option Period"), unless extended by mutual agreement by the parties hereto. Buyer may exercise the Option by giving Seller written notice of such exercise (the "Option Notice"), which written notice may be given at any time after the date of this Agreement and prior to 11:59 p.m. (EST) on the last day of the Option Period. Buyer may terminate this Agreement at any time and for any reason during the Option Period upon forty-five (45) days prior written notice to Seller, provided such termination shall not entitle Buyer to a refund of the option payment.

If the Buyer does not exercise the Option by May 1, 2015, the parties may extend this Option upon a written request from the Buyer for such an extension with the said extension period being designated in writing.

3. Consideration. Buyer shall pay, and Seller, shall accept, the sum of Thirty-Six Thousand Dollars (\$36,000), as and for full consideration for the premises which shall be paid to the Seller in cash at closing. The purchase amount is in consideration of the Buyer's intent 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.

4. Evidence of Title.

(a) Within sixty (60) days after the date of this Agreement, Buyer may obtain (and if so, deliver copies thereof to Seller) a Survey (as hereinafter defined) and a commitment ("Commitment") issued by a Title company of its choice (the "Title Company") for the issuance of an owner's fee policy of title insurance (the "Policy"), which Commitment shall show title in Seller free and clear of all liens and encumbrances except" (i) those created by or to be assumed by Buyer; (ii) zoning ordinances; (iii) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (iv) legal highways; and (v) covenants, conditions, restrictions, agreements and easements of record that do not unreasonably interfere with the reasonable use of the Property. As used herein "Survey" means a plat of survey of the Property in form and of substance reasonably acceptable to Buyer prepared by a reputable surveyor or surveying firm, licensed by the state in which the Property is located, at the Buyer's expense.

(b) Buyer shall have until the latter of (i) fifteen (15) days after receipt of the Commitment and the Survey or (ii) expiration of the Inspection Period (as hereinafter defined) (the "Title Review Period"), to advise Seller if Buyer either accepts the condition of title as stated therein or that the condition of title is unacceptable to Buyer. Buyer hereby acknowledges that the exceptions to title set forth in subsection (i) through (v) above shall not render title unacceptable. If Buyer notifies Seller that the condition of title is unacceptable, Seller shall have thirty (30) days to attempt to cure such defects. If said thirty (30) day period extends beyond the Closing Date (as hereinafter defined), the Closing Date shall be postponed to permit Seller a reasonable time within which to affect a cure of such defect. If Seller fails to cure such defects, then Buyer may elect either to terminate this Agreement without further liability of the parties hereunder or Buyer may accept such title as Seller is able to convey. If Buyer notifies Seller that title to the Property is acceptable or fails to notify Seller of any defects in title before the expiration of the Title Review Period, then Buyer shall be conclusively presumed to have waived such defects, provided those defects were stated in the Commitment, and Buyer will be presumed to have approved the condition of title and shall accept such title at Closing. Buyer shall not be presumed to waive any defects not stated in the Commitment.

(c) Seller hereby covenants that at Closing there shall have been no change in the condition of title as previously approved by Buyer.

(d) If defects in title not previously waived by Buyer, insured over or cured by Seller appear at Closing, and said defects have not been caused by Buyer, its agents, employees or contractors, Buyer may adjourn the Closing Date for a period of thirty (30) days to allow Seller to remedy the

defects or waive such defects and accept conveyance of the Property. If Closing is adjourned and the defect or defects in title are not corrected within thirty (30) days, then Buyer may elect to take title as it is or may terminate this Agreement, in which event Buyer shall be entitled to the return of all monies paid hereunder, and this Agreement shall be of no further force and effect.

(e) After Closing, Buyer shall obtain the Policy, assuring that title to the Property is in the condition required by this Agreement. Buyer and Seller shall share equally the cost of the Commitment and the Policy.

5. Deed. Seller shall convey to Buyer marketable title to the Property in fee simple by transferable and recordable general warranty deed, free and clear of all liens and encumbrances except those set forth in Section 4 and Buyer shall be responsible for recording the deed and any fees incidental thereto.

6. Taxes, Assessments and Other Closing Costs. Seller shall be solely responsible for paying, and shall release and hold harmless Buyer from, any current (as of the date of Closing and thereafter) or delinquent taxes, real estate transfer taxes and conveyance fees, and any penalties and interest, and Buyer shall have no responsibility or liability for any such taxes or fees.

7. Inspection; Review. From and after the date of this Agreement and until the end of the Option Period or the termination of the Option, Buyer or its nominee, shall have full access to the Property for the purpose of making, at Buyer's sole cost and expense, surveys, soil tests, inspections, and other investigations of the Property. Buyer shall not damage the Property in any material respect during any inspection or other investigation done in accordance with this section. Seller shall cooperate with Buyer in its due diligence but shall not be obligated to incur any liability or expense in connection therewith. Seller will provide Buyer with unrestricted access to any survey, soil test, inspection and other investigation materials or information about the Property in Seller's possession.

8. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller is an Individual in good standing under the laws of the State of Ohio and is duly authorized and qualified to do all things required under this Agreement. Seller has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Seller are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Seller.

(b) Seller has obtained all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to transfer title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Seller is a party.

(d) The provisions of this Section 8 shall survive Closing.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Buyer is an Ohio municipality and is duly authorized to do all things required of it under this Agreement. Buyer has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Buyer are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon Buyer, provided the City Commission has approved the necessary legislation.

(b) Buyer has obtained all consent and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to acquire title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Buyer is a party.

(d) Provisions of this Section 9 shall survive Closing.

10. Real Estate Commission. Buyer and Seller warrant and represent to each other that any services of a real estate licensee, agent or broker in connection with the purchase and sale of the Property, are of their own free will and doing and no broker's commission, finder's fee or other like charges are or shall be payable with respect to the transactions contemplated hereby. Each party hereby agrees to bear any costs associated with such fees that stem from their own activities. The provisions of this Section 10 shall survive Closing.

11. Closing. If Buyer exercises the Option in accordance with this Agreement, the consummation of the transaction contemplated by this Agreement (the "Closing") shall be completed when the parties have

exchanged all documents and funds required herein to be exchanged, and all conditions precedent set forth herein have been satisfied (the "Closing Date"). Upon the executing of an Option Notice the Buyer and Seller shall establish a Closing Date agreeable to both parties, said Closing Date to occur no later than ninety (90) days after Seller receiving the Option Notice from Buyer.

12. Instruments of Conveyance.

(a) Seller shall provide Buyer, on or prior to the Closing Date, the following fully executed documents:

(i) the deed, including a revised legal description that is satisfactory to the Miami County Engineer, conveying title to the Property to Buyer;

(ii) a certificate, in form reasonably satisfactory to Buyer ("Seller's Certificate"), dated as of the Closing Date and duly executed by Seller, stating that there is no default under the covenants, representations and warranties of Seller contained in this Agreement and, in addition, that all such representations and warranties are true and without exception as of the Closing Date as if made on and as of the Closing Date;

(iv) counterpart closing statements; and

(v) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property.

(b) Buyer shall provide Seller the following fully executed documents and funds on or prior to the Closing Date:

(i) the Purchase Price, subject to the closing adjustments contemplated hereby;

(ii) a certificate, in form reasonably satisfactory to Seller ("Buyer's Certificate"), dated as of the Closing Date and duly executed by Buyer, stating that there is no default under the covenants, representations and warranties of Buyer contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing Date;

(iv) counterpart closing statements; and

(v) such other documents as are reasonably necessary for the Title Company to insure in Buyer fee simple title to the Property.

13. Conditions Precedent to Closing

(a) Buyer's obligations to perform hereunder are expressly contingent and conditional upon satisfaction of the following:

(i) the Title Company shall, at Closing, be ready, willing and able to issue to Buyer the Policy for the Property, insuring fee simple title to the Property in Buyer, subject, however, to the condition of title described in Section 4 hereof;

(ii) Seller shall have provided Buyer all documents required of Seller to be delivered hereunder; and

(iii) the representations and warranties of Seller set forth in Section 8 shall be true and correct as of the Closing Date.

(b) Seller's obligations to perform hereunder are expressly contingent and conditional upon satisfaction of the following:

(i) Buyer shall have provided Seller all funds required hereunder; and

(ii) the representations and warranties of Buyer contained in Section 9 shall be true and correct as of the Closing Date.

(c) The parties acknowledge that the conditions precedent set forth in subsection 13(a) above are for the benefit of Buyer and that the conditions precedent set forth in subsection 13(b) above are for the benefit of Seller. Unless otherwise specifically set forth herein, the date by which the conditions precedent must be satisfied shall be the Closing Date.

(d) In the event that any of the conditions precedent set forth in subsections 13(a) or 13(b) above are not satisfied on or before the Closing Date, the party for whose benefit the condition precedent exists shall have the right to terminate this Agreement by written notice of termination given to the other party within ten (10) days after the date by which the condition must be satisfied, in which event all documents and funds previously exchanged shall be returned to the party so providing same; provided however, that the party for whose benefit the condition precedent exists shall have the right to waive satisfaction thereof, in which event this Agreement shall proceed to Closing as otherwise provided herein.

14. Notices. All notices and demand required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage

prepaid, return receipt requested, or by nationally recognized overnight courier (such as Federal Express or UPS), addressed to the respective parties at their respective addresses set forth below:

To Seller: Craig T. Hughes
5650 Peterson Road
Fletcher, Ohio 45326

To Buyer: The City of Piqua
201 W. Water St.
Piqua, OH 45356
Attention: Chris Schmiesing
Development Department

Delivery shall be deemed complete on the earlier of actual receipt if personally delivered two (2) postal delivery days after mailing or one (1) business day after deposit with an overnight courier. The addresses to which notices and demand shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

15. Time of Essence. Time is of the essence hereof.

16. Damage or Eminent Domain. In the event of damage to or destruction of all or any part of the Property ("Damage"), or in the event of a taking of all or a portion of the Property in eminent domain proceedings, a sale in lieu thereof, or the threat thereof ("Taking"), prior to the Closing Date, the purchase and sale transaction contemplated hereby shall continue unaffected and on the Closing Date, Seller shall pay to Buyer, without diminution or offset, any insurance proceeds paid as a result of a Damage, less all expenses incurred by Seller in connection therewith, and any award or sale price paid as a result of a Taking, less all expenses incurred by Seller in connection therewith or, if applicable, Seller shall assign and transfer to Buyer the right to receive the same subject to Buyer's obligation to pay to Seller the expenses incurred by Seller in connection therewith.

17. Default

(a) If Buyer defaults under this Agreement, Seller shall have the right to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against Buyer for Buyer's default.

(b) In the event that Seller fails to consummate this Agreement for any reason other than Buyer's default, Buyer shall be entitled to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Buyer, it being

understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder.

18. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Ohio. The Miami County Court of Common Pleas shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any provision of this Agreement is deemed invalid, such invalidity shall in no way affect the validity of the remainder of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

20. Assignment. This Agreement may be assigned by Buyer to any entity or individual that Buyer shall so designate. Seller may not assign this Agreement and any attempted assignment by Seller shall be void *ab initio*.

21. Sections Headings. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof.

22. Authority. The person executing this Agreement on behalf of each of the parties hereto warrants and represents to the other party that such person is duly authorized to execute this Agreement on behalf of such party, and that the execution hereof by such person on behalf of such party shall fully bind and obligate such party.

23. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

24. Successors and Assigns. Subject to the provisions of Section 21 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25. Recording of Agreement. Buyer and Seller hereby acknowledge that this Agreement will be recorded in the Recorder of Deeds Office for Miami County, Ohio.

26. Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section 28 shall survive Closing.

27. As-Is Sale.

(a) Except for Seller's warranties of title in the deed delivered at the Closing and the representations set forth in Section 8 (the "Seller Warranties"), Seller hereby specifically disclaims any warranty (oral or written) concerning the Property, including but not limited to:

(i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon;

(ii) the manner, construction, condition and state of repair or lack of repair of the Property;

(iii) environmental conditions, including without limitation anything revealed by Buyer's inspection pursuant to Section 7;

(iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body; and

(v) any other matter.

Except for the Seller Warranties, the sale of the property as provided for herein is made on a strictly "as is" "where is" basis with all faults, latent and patent, as of the closing date, and seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the property, any improvements located thereon or any soil conditions related thereto or absence of defects or faults, absence of hazardous or toxic substances or petroleum, flooding, or compliance with laws and regulations (including, but in no way limited to, those relating to health, safety, and the environment).

(b) Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for the Seller Warranties.

28. Release of Seller. If Buyer exercises the Option, Buyer shall take the Property subject to any and all environmental conditions and other information revealed by Buyer's inspection. In addition, upon exercise of the Option, Buyer releases Seller from any and all costs, losses, claims, liabilities, causes of action, and damages relating to or arising from any environmental or other condition of the Property, whether latent or patent and whether known at the time of exercising the Option or arising subsequently. This release shall survive Closing.

29. Access to Property. Upon execution of this Option, Seller acknowledges and consents that Buyer and its representatives shall have the right and permission to enter upon the property to inspect the same and to conduct tests thereon or such other work as may be necessary to conduct an environmental assessment of the Property; provided that, any such entry, inspection test or other work shall be at Buyer's sole risk. Buyer and its agents are permitted to have immediate and full access to the property for the purposes of conducting a due diligence for any and all parts of the programs identified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

CRAIG T. HUGHES

By: Craig T. Hughes
Craig T. Hughes

MERIKAY HUGHES

By: Merikay Hughes
Merikay Hughes

BUYER:

CITY OF PIQUA, OHIO



Gary A. Huff, City Manager

APPROVED AS TO FORM
AND CORRECTNESS:



Stacy Wall, City Law Director

EXHIBIT 'A'

Situate in the City of Piqua, County of Miami and State of Ohio, and bounded and described as follows:

Being Lot Number One Thousand Fifty (1050) in the City of Piqua, Miami County, Ohio, more particularly described as follows: Beginning at a P.K. Nail at the northwest corner of Lot 1050, said point also being in the east property line of South Main Street; thence North 89 deg. 10' East with the north line of Lot 1050, a distance of 94.41 feet to the west property line of the Miami-Erie Canal; thence South 15 deg. 21' West with the west property line of the Miami-Erie Canal, a distance of 72.66 feet to a P.K. Nail in the south line of Lot 1050; thence North 87 deg. 08' West with the south line of Lot 1050, a distance of 74.12 feet to a P.K. Nail: at the southwest corner of Lot 1050, said point also, being in the east property line of South Main Street; thence North 1 deg. 00' West with the west line of Lot 1050 and with the east property line of South Main Street, a distance of 65.00 feet to the place of beginning, containing a total of 5697 sq. ft. This description and survey prepared by Daniel D. Turner, Registered Surveyor No. 4807, and recorded in Volume 17, Page 124 of the Miami County Engineer's Record of Lot Surveys.

ALSO:

Being the vacated portion of Sycamore Street as shown by plat recorded in Plat Book 14, Page 63 of the Miami County Plat Records, and being further described as follows: Beginning at the northwest corner of Lot 1050, said point being in the east property line of South Main Street and also being at the southwest corner of the vacated portion of Sycamore Street; thence North 1 deg. 00' West, with the east property line of South Main Street, a distance of 34.13 feet to the south property line of the abandoned Penn Central Railroad; thence North 89 deg. 10' East with the south property line of the abandoned Penn Central Railroad, a distance of 104.41 feet to the west property line of the Miami-Erie Canal; thence South 15 deg. 21' West, with the west property line of the Miami-Erie Canal, a distance of 35.54 feet to the north line of Lot 1050; thence South 89 deg. 10' West with the north line of Lot 1050, a distance of 94.41 feet to the place of beginning. This description prepared by Daniel D. Turner, Registered Surveyor No. 4807

Parcel No: N44-017250

RESOLUTION NO. R-12-15

**A RESOLUTION RETAINING THE SERVICES OF THE AUDITOR
OF STATE FOR 2014 ANNUAL AUDIT OF THE
CITY OF PIQUA**

WHEREAS, pursuant to Section 117.11 of the Revised Code, the City of Piqua is required to have an annual audit for the fiscal period January 1, 2014 through December 31, 2014; and

WHEREAS, the Auditor of State will provide audit services for this period as outlined in the letter of arrangement (Exhibit A).

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 Auditor of State is hereby retained by the City of Piqua to complete the annual audit for the period January 1, 2014 through December 31, 2014.

SEC. 2: For such audit services, the Auditor of State shall be paid an amount not to exceed \$40,795;

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate accounts of the city treasury in payment for said services rendered;

SEC. 4: 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. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 12, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A resolution retaining the services of the Auditor of State for the 2014 annual audit of the City of Piqua		
SUBMITTED BY	Name & Title: Cynthia A. Holtzapple, Assistant City Manager		
	Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>Annually the City of Piqua undergoes an audit of our financial statements. Prior to this year, an Independent Certified Accounting firm has completed our audits. For the fiscal period of January 1, 2014 through December 31, 2014 the Auditor of State has decided to do the audit themselves.</p> <p>The summary of services they will provide is outlined in the attached letter of arrangement. The audit will start shortly and be completed on or before June 30, 2015 at a cost not to exceed \$40,795.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$40,795	
	Expenditure \$:	\$40,795	
	Source of Funds:	Various Funds	
	Narrative:	The 2015 Budget includes funds for our annual audit.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-12-15 authorizing the City of Piqua to retain services of the Auditor of State to provide auditing services for the 2014 audit.	
	2.	Do not approve Resolution No. R-12-15 and provide staff with further direction.	
PROJECT TIMELINE	The 2014 audit will begin in late January and continue thru early June.		
STAFF RECOMMENDATION	Approve Resolution No. R-12-15 authorizing the City of Piqua to retain the services of the Auditor of State to provide audit services for the year 2014.		
ATTACHMENTS	Letter of Arrangement		



Dave Yost • Auditor of State

January 9, 2015

Cynthia A. Holtzapple, Director of Finance & Assistant City Manager
City of Piqua
Miami County
201 West Water Street
Piqua, Ohio 45356

This letter of arrangement between the City of Piqua (the City) and the Auditor of State describes the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2014. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the City's financial position, changes in financial position, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2015.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Michael Botkin, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Scott Bowser, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Donna Billerman, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.
2. Providing us with:

- a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
 4. Preparing supplementary information (including the Schedule of Federal Awards Expenditures) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
 5. Reporting fraud and noncompliance of which you are aware to us.
 6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
 7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
 8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.

2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

You are responsible for informing our staff of the service organizations your

City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Med 3000, which processes your City's emergency medical billings
- Miami County, which assesses, bills, collects and remits your City's property taxes

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SSAE No. 16 (or AUP) report are:

- Med 3000, which processes your City's emergency medical billings
- Miami County, which assesses, bills, collects and remits your City's property taxes

Without an acceptable SSAE No. 16 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 15, 2015 to meet your reporting deadline of June 30, 2015.

Because the Auditor of State performs the audit engagement for Miami County, you need not contact us regarding your deadline. However, you should read the most recent Miami County report on as part of your monitoring activities.

Additional Responsibilities and Reporting Under Circular A-133

Our Responsibilities:

As OMB Circular A-133 requires, we will consider and test the City's internal control policies and procedures used in administering the federal award programs we determine to be major programs, using criteria from A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program's compliance.

In accordance with A-133, we will prepare the following report:

Independent Auditor's Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by OMB Circular A-133

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Federal Awards Expenditures

and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing the Schedule of Federal Awards Expenditures.

You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

Beginning fiscal year 2014, you are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Federal Awards Expenditures in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Federal Awards Expenditures.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related footnotes and required and other supplemental information*).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Your Responsibilities:

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with

an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$40,795.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter paragraph(s), or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report describes only the scope of our tests of internal control over financial reporting and on compliance and other matters and the results of these tests, and does not opine on the effectiveness of the City's internal control over financial reporting or on compliance or other matters. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by OMB Circular A-133:

This report describes the scope of our tests of compliance and internal control over compliance and the results of these tests. While this report does opine on the City's compliance with *OMB Circular A-133* requirements, it does not provide a legal determination on the City's compliance with these requirements or an opinion on the effectiveness of internal control over compliance. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Scott Bowser, Senior Audit Manager at (937) 285-6676.

Very truly yours,

Dave Yost
Auditor of State of Ohio



Michael Botkin, Chief Auditor

Attachment

cc: City Commissioners
Mayor
City Manager

City of Piqua
Miami County
January 9, 2015
Page 10

ACCEPTED BY

DATE

TITLE

A-133 REPORTING PACKAGE

A-133 Ref.	Item	Responsibility	
		Auditee	Auditor
.300(d); .310(a)	Financial Statements	✓	
.505(a)	Report (opinion) on financial statements		✓
.300 (d); .310 (b)	Schedule of Federal Awards [Receipts and] Expenditures	✓	
.505 (a)	Report ("in-relation-to" opinion) on Schedule of Federal Awards [Receipts and] Expenditures		✓
.505 (b) .505(c)	Report on Compliance and Internal Controls - Financial Statements		✓
505 (b) .505(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.505 (d)	Schedule of Findings and Questioned Costs ¹		✓
.300 (f); .315 (a), (b)	Schedule of Prior Audit Findings	✓	
.320 (b)	Data Collection Form ²	✓	✓
.300(f); .315 (c)	Corrective Action Plan	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.320(d) of the Circular, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period, unless the cognizant or oversight agency for audit agrees to a longer period in advance.

**SAMPLE
AMENDMENT # ___ TO LETTER OF ARRANGEMENT**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The letter of arrangement dated _____ between the Auditor of State and the City is hereby amended to reflect the following:

Description of/ Causes for Amendment	Estimated Fee Effect
1	
2	
3	
4	
Total this amendment	\$0.00
Previous fee estimate	
Revised fee estimate	\$0.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Very truly yours,

Dave Yost
Auditor of State of Ohio

(Name), Chief Auditor

cc: [Engagement Letter cc's]

ACCEPTED BY

DATE

TITLE

RESOLUTION NO. R-13-15

A RESOLUTION REQUESTING FINAL LEGISLATION TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION 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, on 7th day of October, 2014; the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of upgrading traffic signal and pedestrian facilities at intersections of US 36/Ash Street and Scott Drive/Centre Court, US 36/Ash Street and interstate ramps, and US 36/Ash Street and Looney Road. Strain poles will be replaced with mast arms and vehicle detection will be upgraded to video and radar, lying within the City of Piqua; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above, described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of State funds set aside by the Director of Transportation. Also, the City agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.

The share of the cost of the LPA is now estimated in the amount of Five Hundred Seventy Five Thousand Eight Hundred Ninety Four and - - - 00/100 Dollars, (\$575,894.00), which includes a 10% contingency, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

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

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

NOW, THEREFORE, be it resolved:

SEC. 1: That the estimated sum of Five Hundred Seventy Five Thousand Eight Hundred Ninety Four and - - - 00/100 Dollars, (\$575,894.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from State funds. Said appropriated amount shall cover the estimated cost and any contingency for the actual dollar amount of the Project, which will be based upon advertised bids received.

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

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

SEC. 4: That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution. This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 7th day of October, 2014, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the 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>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 they were replacing their traffic signals at the US 36/I-75 interchange. 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>Preliminary Legislation with ODOT was passed on October 7, 2014 for the traffic signal replacement project. This is the final legislation needed for ODOT to complete the bidding and awarding of the project.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$575,894	
	Expenditure \$:	\$575,894 (includes 10% contingency)	
	Source of Funds:	Street Income Tax (103 Fund)	
	Narrative	The City is responsible for paying the entire cost of the traffic signal construction at Scott Dr./Centre Court and Looney Road. The City is also 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. This item was discussed in detail during the 2015 103 Fund Budget Meeting.	
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 awarding of the construction contract in February with construction to follow as weather permits.	
STAFF RECOMMENDATION	Approval of the resolution to allow for ODOT to complete the bidding and awarding of the US 36 Traffic Signal Replacement Project.	
ATTACHMENTS	Contract	

CONTRACT
(Chapter 5521, Ohio Revised Code)

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

WITNESSTH:

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

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

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

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

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

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

SECTION I: **RECITALS**

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

SECTION II: **PURPOSE**

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

SECTION III: LEGAL REFERENCES

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

SECTION IV: SCOPE OF WORK

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

The project consists of upgrading traffic signal and pedestrian facilities at intersections of US 36/Ash Street and Scott Drive/Centre Court, US36/Ash Street and interstate ramps, and US 36/Ash Street and Looney Road. Strain poles will be replaced with mast arms and vehicle detection will be upgraded to video and radar, lying within the City of Piqua.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of Five Hundred Twenty Three Thousand Five Hundred Forty and - - - - 00/100 Dollars, (\$523,540.00).
5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of State funds set aside by the Director of Transportation.
Also, the City agrees to assume and bear the entire cost and expense of the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

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

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

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

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Piqua
201 West Water Street
Piqua, Ohio
45356

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

SECTION X: FEDERAL REQUIREMENTS

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

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

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

SECTION XI: SIGNATURES

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

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

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
City of Piqua

Director of Transportation

City Manager

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

RESOLUTION NO. R-14-15

A RESOLUTION TO AWARD A CONTRACT TO CDM SMITH FOR THE CONSTRUCTION ADMINISTRATION OF THE NEW WATER TREATMENT PLANT

WHEREAS, After engineering, designing, and bidding of the new Water Treatment Plant, CDM Smith will oversee the construction phase of the project; and

WHEREAS, CDM Smith will ensure that the construction will follow the engineered plans as designed; and

WHEREAS, on November 18, 2014, Resolution #R-121-14 was passed to authorize the intent to award the contract to CDM Smith; and

WHEREAS, on December 11, 2014, a loan through the Ohio Water Development Authority (OWDA) for said project was approved.

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 with CDM Smith is hereby awarded for the construction administration of a new Water Treatment Plant in the amount not to exceed \$4,306,420.00.

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 is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua. Any further delay in the signing of this contract would delay pre-scheduled events that would prevent construction to begin and possibly incur additional cost to the City.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution to award a contract to CDM Smith for the construction administration 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 checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On November 12, 2012, CDM Smith was contracted by the City of Piqua to engineer and design a new Water Treatment Plant. In September of 2014, the plans for the new plant were finalized and approved by the Ohio EPA.</p> <p>On October 30, 2014 bids were opened for the construction of the new plant. A Resolution to award contract to Peterson Construction Company for that construction is before the Commission in conjunction with this Resolution.</p> <p>On November 18, 2014, Resolution #R-121-14 was passed authorizing an intent to award the contract to CDM Smith for loan purposes.</p> <p>This Resolution will allow CDM Smith to oversee all aspects of the construction of the plant and ensure that it follows the plans as designed.</p> <p>The contract for the construction administration with CDM Smith is \$4,101,352.00. However, we are including a 5% contingency which brings the total to \$4,306,420.00</p> <p>This is an emergency Resolution due to construction timelines. A pre-construction meeting, groundbreaking, and actual construction start dates have already been set. Any further delay in awarding the contract would postpone these dates and possibly incur additional costs to the City.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	(2015 Expenditure)	
	Expenditure \$:	\$4,306,420.00 (5% contingency included)	
	Source of Funds:	OWDA loan.	
	Narrative	Project will be funded through this loan. Loan was approved by OWDA on December 11, 2014.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to enter into an agreement with CDM Smith for construction administration of the new plant.	

	2.	Do not approve the Resolution and do not award CDM Smith the contract to administer the construction of the new Water Treatment Plant.
PROJECT TIMELINE	The project will begin as soon as possible and be completed in approximately 30 months.	
STAFF RECOMMENDATION	Approval of the Resolution to award a contract to CDM Smith for the construction administration of the new Water Treatment Plant.	
ATTACHMENTS	CDM Smith Amendment No. 2.	

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 2 is made and entered into this ____ day of _____, 2015 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the City of Piqua, Ohio ("OWNER") dated November 20, 2012, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement dated November 20, 2012 for the Water Treatment Plant, and

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

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

WHEREAS, all amended terms in this Agreement have been approved and authorized by the Piqua City Commission in a public meeting held January 20, 2015, where Resolution R-14-15 was adopted.

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

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

- 1.4 Construction Phase

- During the Construction Phase:

- 1.4.1 General Administration of Construction Contract.

- ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

- 1.4.2 Visits to Site and Observation of Construction.

- In connection with observations of the work of Contractor while in progress:

- 1.4.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. Such visits and observations by ENGINEER and the Resident

Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.4.2.2 and other express or general limitations in this Agreement and elsewhere.

1.4.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.4.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.

1.4.3 Defective Work.

During site visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.4.4 Clarifications and Interpretations; Field Orders.

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- 1.4.5 Change Orders and Work Change Directives.
ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.
- 1.4.6 Shop Drawings.
ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.4.7 Substitutes.
ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.
- 1.4.8 Inspections and Tests.
ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 1.4.9 Disagreements between OWNER and Contractor.
ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 1.4.10 Applications for Payment.
Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
- 1.4.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the

quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.4.10.1 are expressly subject to the limitations set forth in paragraph 1.4.10.2 and other express or general limitations in this Agreement and elsewhere.

1.4.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.4.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.4.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.4.12 Substantial Completion.

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an

inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.4.13 Final Notice of Acceptability of the Work.

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.4.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.4.14 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.4.15 Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.4 are amended and supplemented as follows:

1.4.16 Duration of Construction Phase Services.

ENGINEER will provide construction phase services over the duration of each of the two construction contracts that will be performed concurrently. The Water Treatment Plant (WTP) project construction time is assumed to be 912 calendar days and the Off-Site Pipelines project is assumed to be 608 calendar days.

1.4.17 Preconstruction Meeting.

ENGINEER will attend a preconstruction meeting prior to the Contractors' starting of the construction work on the WTP and Off-Site Pipelines projects.

1.4.18 Defective Work.

ENGINEER has no authority to issue a "Stop Work Order" to the Contractor. Any work stoppage must be issued by the OWNER in writing.

1.4.19 Bi-weekly Construction Progress Meetings.

ENGINEER will attend bi-weekly construction progress meetings and 18 additional site visits for the WTP project and 12 additional site visits for the Off-Site Pipelines project at various stages of construction to ensure adequate construction progress and answer questions that arise in the field. ENGINEER will prepare minutes for all meetings with the OWNER and/or Contractor, and will track issues on an issues log through to resolution.

1.4.20 Weekly Construction Meetings.

ENGINEER's RPR will attend weekly construction progress meetings facilitated by the Contractor with its subcontractors and management personnel.

1.4.21 Clarifications and Interpretations; Field Orders.

ENGINEER assumes that there will be 150 Requests for Information (RFI) for the WTP project and 30 RFIs for the Off-Site Pipelines project from the contractors.

1.4.22 Change Orders and Work Change Directives.

ENGINEER assumes that there will be 40 Change Orders and Work Change Directives issued for the WTP project and 15 Change Orders and Work Change Directives for the Off-Site Pipelines project. ENGINEER has no authority to direct the Contractor to proceed with work without a signed Work Change Directive or Change Order by the OWNER.

1.4.22.1 Request For Proposal

ENGINEER will issue a Request for Proposal (RFP) to the Contractor when the OWNER authorizes a change of scope in the Contractor's work whether it is a change in scope or additional scope to the existing Contract Documents. ENGINEER assumes there will be 40 RFPs issued for the WTP project and 10 RFPs for the Off-Site Pipelines project.

1.4.23 Shop Drawing Review.

ENGINEER will provide Shop Drawing review for pertinent materials and equipment over the duration of each of the two construction contracts. ENGINEER assumes that there will be 887 shop drawings for the WTP project and 138 Shop Drawings for the Off-Site Pipelines project to be reviewed. ENGINEER will complete up to two cycles of review on each shop drawing. Any additional reviews required for additional Shop Drawing and Sample review will be compensated to the ENGINEER by the OWNER on a monthly basis as additional services.

1.4.24 Applications for Payment.

ENGINEER will review and make recommendation for payment of monthly contractor pay requests over the duration of each of the two construction contracts. This service will include discussions with the Resident Project Representative to verify completion percentages, stored materials, and quality control issues. ENGINEER's assumes a total maximum of 50 pay requests for both the WTP and Off-Site Pipelines projects including the final payment requests. In addition to reviewing monthly pay requests, ENGINEER will provide surveying services with a subcontract with The Kleingers Group for making field measurements of earthwork quantities associated with Base Bid Item 9, Borrowed Common Fill Materials. An allowance of \$75,240 is included in the total amount of this Amendment No. 2.

1.4.25 Prepare "Record" Drawings.

The Contractor is responsible for maintaining a record copy of the Contract Drawings, marked up to indicate all changes made during the course of a project. Upon final completion, ENGINEER will request markup copies of the construction record drawings from the Contractor. These markups will serve as the basis for generating the Record Drawings to document the "as-built" conditions, including any changes made to the design during construction. ENGINEER will update the original AutoCAD files with the Contractors' markups. ENGINEER will furnish one digital copy of the PDF files, one full-size paper copy, and one half-size paper copy of the Record Drawings.

1.4.26 Warranty Services.

ENGINEER will assist the OWNER through the warranty period on matters involving equipment malfunctions or deficiencies related to two general construction contracts.

ENGINEER assumes that Warranty Services will have a duration of 12 months after substantial completion of the construction contract. An allowance of \$54,100 is included in the total amount of this Amendment No. 2 for Warranty Services.

1.4.26.1 The anticipated progression of work under the construction contracts will require the OWNER to take possession of various equipment, systems, and processes at different times prior to the overall substantial completion of each construction contract. The warranty period for such equipment, systems, and processes will commence upon the OWNER receiving beneficial use from equipment, systems, and processes. This staged or phased acceptance process will require that multiple warranties be in effect over different time periods. The process outlined below will be used by the ENGINEER to track and document the numerous warranties and the activities that take place under them.

1.4.26.2 The contractor is required to submit a completed O&M Data, Startup, Testing, and Warranty Matrices submittal per Section 01800 of the Contract Documents. The contractor will fill-in all related specification section numbers and required services (i.e., O&M data, training, spare parts, startup services, and manufacturer certifications) for the particular equipment and material covered by the specification.

1.4.26.3 In performing Warranty Services, ENGINEER will:

1.4.26.3.1 Receive, review, and provide written response to contractor-generated and submittal O&M Data, Startup, Testing, and Warranty Matrices submittal (hereinafter referred to as the Warranty Matrices) to verify compliance with the Contract Documents. Upon receipt of the submittal, maintain the warranty tracked Matrices document and provide monthly updates to the OWNER on the status of each service. Define a beneficial use date (or warranty start date) for all equipment and materials.

1.4.26.3.2 Receive OWNER input on equipment and material malfunctions or deficiencies, and notify the contractor of all deficiencies or failures and request timely corrective actions.

1.4.26.3.3 Assist the OWNER in preparing correspondence to the contractor as required to document, clarify, and resolve discrepancies.

1.4.26.3.4 Assist the OWNER in planning, scheduling, facilitating, and documenting meetings with the contractor to discuss warranty related issues as requested by the OWNER.

1.4.26.3.5 Monitor correction of all deficiencies and prepare and update a Warranty Service Order Log on a monthly basis and track warranty service order requests and corrective action response time.

1.4.26.3.6 Conduct a review of the Warranty Service Order Log prior to the one-year anniversary of the date of Substantial Completion and submit the updated Log to the OWNER and contractor for final resolution.

- 1.4.26.3.7 Assist the OWNER and contractor to resolve warranty service order discrepancies.

1.4.27 Project Management.

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

1.5 Resident Project Representation

Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR) are included in the attached Exhibit B. ENGINEER will provide RPR services for the WTP and Off-Site Pipelines projects staged to account for the contractors' mobilization and demobilization and construction activity. ENGINEER's RPR services will be provided as follows: Water Treatment Plant project assumes two RPRs; one RPR over a 30-month duration and one RPR over a 20-month duration. Off-Site Pipelines project assumes one RPR over an 18-month duration. A maximum of 12,397 labor hours are included for RPR services.

1.6 Applications Engineering

1.6.1 Coordination and Quality Control.

- 1.6.1.1 Maintain overall quality assurance/quality control (QA/QC) for the Applications Engineering task throughout the duration of the project.
- 1.6.1.2 Submit progress reports describing status, work completed since the last report, anticipated work to be completed during the next reporting period, updated Applications Engineering progress schedule, list of outstanding issues that require resolution by others.
- 1.6.1.3 ENGINEER will attend a project kickoff meeting that shall be held within two weeks after the Process Control System Supplier (PCSS) submits the project plan that will last up to one business day.
- 1.6.1.4 ENGINEER will attend a submittal review coordination meeting that will take place after the ENGINEER has reviewed the Hardware, Panel Drawing, and Loop Drawing submittal packages from the PCSS. The ENGINEER will use this to coordinate with the PCSS regarding scheduling and installation activities.

1.6.2 Submittals.

- 1.6.2.1 Control Loop Narratives Submittal
 - 1.6.2.1.1 Provide details required from a programming perspective such as software permissives, failure scenarios, etc. Upon receipt of submittal approval, ENGINEER will use these documents, along with the programming standards previously developed as the basis for PLC programming and HMI graphic display development.
 - 1.6.2.1.2 Process Graphic Displays and I/O Submittal
 - 1.6.2.1.3 Develop up to 170 process graphic displays, pop-ups, and trends in accordance with the approved HMI system standards and conventions.
 - 1.6.2.1.4 Conduct Process Graphic Display one-day workshop with OWNER personnel to aide in obtaining detailed comments regarding the graphics that have been implemented.

- 1.6.2.2 Plant Network Submittal
 - 1.6.2.2.1 Discuss requirements and topology of the network with the OWNER.
 - 1.6.2.2.2 Discuss requirements of Remote Access functionality with the OWNER.
- 1.6.2.3 Computer Maintenance Management System (CMMS) submittal
 - 1.6.2.3.1 Conduct a one day CMMS Workshop with the OWNER staff to discuss requirements and determine templates to be used and an asset hierarchy.
- 1.6.2.4 Testing Plan Submittal
 - 1.6.2.4.1 Detail approach for testing of the various components of the system to ensure the HMI/PLC programming accurately depicts the requirements set forth within the design documents.
 - 1.6.2.4.2 Define the overall tests anticipated for the various construction projects, sample test forms and procedures, and test approval.
- 1.6.2.5 Reports Submittal
 - 1.6.2.5.1 Conduct a one day Reports Workshop with the OWNER staff to discuss requirements and determine all report definitions and formats.

1.6.3 Programming, Configuration and Startup Services.

- 1.6.3.1 HMI Database and Configuration
 - 1.6.3.1.1 Develop the HMI database and the configuration of the Operator Workstations (OWS). The HMI database defines all I/O interface points between the PLC and HMI nodes.
 - 1.6.3.1.2 Develop up to 170 displays, including process and associated pop-ups, to reflect the equipment and I/O provided.
 - 1.6.3.1.3 Develop a trending scheme that allows the users to configure and save user-defined trends.
- 1.6.3.2 OIT Database and Configuration
 - 1.6.3.2.1 Develop OIT database and configuration for up to 5 OIT's.
 - 1.6.3.2.2 Develop up to 140 displays across the multiple OIT's including process and associated pop-ups, to reflect equipment and the I/O provided.
- 1.6.3.3 Control Logic Programming
 - 1.6.3.3.1 Develop a field I/O list and PLC database list for coordination with other Contractors. The Field I/O list will include tag name, description, rack, slot, and point for each PLC. The PLC database list will include tag name, description, point type (AI, DI, etc.), data type (Real, Integer, Boolean, etc.), and the register address to be used for data transfer by other systems.
 - 1.6.3.3.2 ENGINEER will use the PLC programming standards and conventions as the basis for logic development and organization on this project. Hardware and software will be provided to ENGINEER for its use in development, testing and commissioning of the PLC logic.
 - 1.6.3.3.3 During construction, an Early Development System (EDS), as defined in the contract documents, will be shipped to ENGINEER's

office by the Process Control System Supplier (PCSS) for use by ENGINEER throughout the programming phase.

1.6.3.4 Historical Database/Reports

1.6.3.4.1 Provide the programming and configuration of the historical data management system. Historical data will be available for trending and report generation. The reports development will commence based on the approved final reports submittal.

1.6.3.5 Computer Maintenance Management System

1.6.3.5.1 Provide the programming and configuration of the CMMS.

1.6.3.5.2 Develop asset hierarchy and create templates based on the approved final CMMS submittal.

1.6.3.5.3 Input assets, vendor manuals, and all other data that is to be used by the CMMS.

1.6.3.6 Testing and Startup System Support

1.6.3.6.1 ENGINEER will conduct an un-witnessed Application Demonstration Test at ENGINEER's staging facility. By utilizing the Early Development System (EDS) provided by the PCSS, ENGINEER will perform testing of the PLC, HMI, and OIT logic programming and design. This test will verify the functionality, performance, and stability of the control system programming in accordance with the associated approved submittals.

1.6.3.6.2 ENGINEER will provide field startup services, including confirmation of network configuration and stability, field I/O, graphics, trends, alarms, reports, remote access, process control strategy startup, and CMMS startup. ENGINEER's scope assumes that the PCSS will assist in the field testing and startup and will correct any deficiencies in the installation and equipment operation in a timely manner, as required by specifications. Once a facility is started up and is operating, ENGINEER will demonstrate to the OWNER representative that the control system application software performs as designed. The system application engineering services shall be considered substantially complete for this construction project when the system has met the design intent and any minor problems or issues have been noted on the project punch list.

1.6.4 Training.

1.6.4.1 Operations Training

1.6.4.1.1 ENGINEER will provide training to operations staff as it relates to monitoring and controlling process operation for this project. ENGINEER will coordinate scheduling to meet the needs of the OWNER operations personnel.

1.6.4.2 Management Training

1.6.4.2.1 ENGINEER will provide training to management staff. Management will be given an overview of the control system configuration and operation, including remote access. ENGINEER will coordinate scheduling to meet the needs of the OWNER Management staff.

1.6.5 Documentation.

1.6.5.1 System Documentation

- 1.6.5.1.1 ENGINEER will assemble final documentation generated from the previously defined activities for this project. The final documentation will consist of the final control loop narratives (Hard and soft copy), the final Process Graphic Displays (Hard and soft copy), the PLC control logic programs (Soft copy only), and the HMI programming applications (Soft copy only). The soft copies of the documents generated will be provided in the Adobe PDF format and in the native programming language, where appropriate.

1.7 Start-up and Training

1.7.1 Pre-Startup Assistance.

Pre-startup assistance will be provided during the latter stages of construction, facilitating the transition from initial equipment installation and commissioning by the contractor to start-up and beneficial use of the facility. ENGINEER's O&M specialist will interface with OWNER and Contractor during this phase to ensure that the Contractor-provided equipment service manuals and vendor training are satisfactory and that the testing and demonstrational stages of the new processes are complete and ready for startup.

During the construction phase, ENGINEER will assist OWNER staff by providing pre-startup O&M assistance on operational issues relative to the completion of construction of the process systems and their startup to include reviewing the Contractor's equipment and process check-out and demonstration testing, and reviewing manufacturer/vendors' equipment service manual submittals. The Pre-Startup Assistance subtasks are as follows:

- 1.7.1.1 Equipment Check-out and Testing. ENGINEER's O&M Specialist shall review the Contractor's equipment and process check-out and demonstrational testing activities. The review provided by this task is intended to reduce false starts and equipment problems related to coordination between contractor, equipment vendors, and OWNER staff. During the performance of this task, ENGINEER will provide on-site assistance of one person for up to 20 man-days. It is anticipated that most of this person's time will be spent troubleshooting construction and equipment coordination issues as the contractor prepares for contractual demonstration and testing requirements and start-up.

ENGINEER's O&M Specialist will keep written logs of the pre-startup activities. The logs will include operating and testing parameters, test observations, feed rates, and chemical consumption where applicable. The logs will be utilized during plant start-up and to be included in the O&M manual. The O&M Specialist will participate in contractor's startup meetings, will advise the Resident Project Representative (RPR) and the OWNER of startup and operations issues and provide input to Contractor's requests for information as required and review and comment to the Contractor's startup and testing plans.

1.7.1.2 Review Equipment Service Manuals. ENGINEER will have primary responsibility for review of the Contractor's vendor and manufacturers' service manuals. The review will assure that proper operations, preventive maintenance, repair procedures, and applicable service information are provided for all specified equipment. The submitted manuals will be thoroughly compared to the construction contract specification section "Operations and Maintenance Data" to ensure that the submittals are sufficient in content, quantity and provided in a timely manner that enable OWNER staff training and consultation prior to start-up.

1.7.2 Start-up Assistance.

Start-up services are specifically intended to assist OWNER staff in the initial operations of the facility during the start-up phase. ENGINEER's O&M Specialist will provide guidance to facility staff for one month through start-up, and initial operation of the Water Treatment Plant, for up to 15 man-days of on-site assistance. Prior to start-up, ENGINEER will prepare a written start-up readiness memorandum that will be used to address start-up-related activities. The Start-up and operational assistance subtasks are as follows:

1.7.2.1 Start-Up Plan. ENGINEER will attend a Contractors start-up coordination meeting with the Contractor, and OWNER. ENGINEER will review the Contractors Start-up Plan, and develop a schedule for plant start-up and initial operations-related activities. The start-up plan provides a sequenced schedule of events that outlines orderly start-up and an initial operating schedule. A Start-up Readiness Memorandum will be prepared prior to startup to address start-up related activities and issues as they relate to the commissioning of the new Water Treatment Plant.

1.7.2.2 Start-Up Assistance. During start-up, ENGINEER will provide on-site assistance of an operations specialist who will assist operating staff through the facility start-up phase. For the purposes of this scope of work, the start-up phase is budgeted to last for the duration of one month and include 6 man-days of on-site presences.

1.7.2.3 ENGINEER's O&M specialist will provide the following during this task:

- On-site assistance (1 person for 6 days)
- In-office assistance (1 person for 5 days)
- Assist plant staff in preparation of equipment systems for initial operation
- Monitor and recommend process optimization adjustments upon startup
- Prepare sample process equipment status log sheets
- Provide informal hands-on instruction to plant staff

1.7.3 System Operations Training.

System operations training will consist of both classroom and hands-on training sessions. Unlike manufacturer's training which focuses on individual equipment units, this training integrates process theory, control/instrumentation strategies, process interactions, start-up and shutdown procedures, and process control strategies. ENGINEER will apply for training credit hours (TCH) accreditation through the State of Ohio EPA Division of Drinking and Ground Waters Operator Certification Unit for the training delivered by ENGINEER and equipment vendors.

The operations training program will present detailed information to OWNER staff. Lesson plans will be produced and training conducted for facility process equipment and systems

as outlined below. The system operations training will specifically address operational and design intent issues associated with the new facilities. Each training session will include classroom and hands-on training where appropriate. The final draft O&M manual will be used extensively and PowerPoint slide presentations will be used for the training program. The training will prepare facility personnel for start-up and operation of the equipment and processes associated with the plant and pump stations. The final draft updated Piqua Water Treatment Plant O&M manual will serve as the basis of training. Training sessions will be confined to no more than four hours a day and scheduled between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. It is assumed that each training session will be presented twice to accommodate plant operations staff's schedules. The anticipated training modules are listed below:

- Module 1 – Overview of the Water Treatment Plant, 4 hours
- Module 2 – Raw Water Pumping, 4 hours
- Module 3 – Chemical Systems, 4 hours
- Module 4 – Rapid Mix, Flocculation, Settling, and Recarbonation, 4 hours
- Module 5 – Sludge Disposal System, 4 hours
- Module 6 – Sand Filtration and GAC Filtration, 4 hours
- Module 7 – Clear Well and High Service Pumping, 4 hours
- Module 8 – Water Hauling Station and On-Site Wastewater System, 4 hours
- Module 9 – Electrical, HVAC and Plant Support Systems, 4 hours

1.8 Operations and Maintenance Manual

ENGINEER will prepare the Operations and Maintenance (O&M) manual that will contain plant specific operations guidelines developed for the Water Treatment Plant. Preparation of the O&M manual will include collection of information, authoring of text, formatting of information, and will be presented in a consistent manner that is usable, flexible, and expandable. The O&M manual will include visual aids such as photographs, illustrations, and graphics for simplification and clarification of essential details. The O&M manual will be written in terms intended to maximize reader comprehension to a target audience who possess basic reading skills. The O&M manual sections will be delivered in a draft and final versions.

ENGINEER will research and develop the O&M manual sections using design documents, design data, manufacturer's literature, and site visits as the primary sources of information. The O&M manual will follow ENGINEER's standard format and structure. ENGINEER will research, write, and compile various sources of data including but not limited to drawings, manufacturer's data, charts, tables, and other graphics as required, authoring the O&M manual for the Water Treatment Plant.

1.8.1 Printed O&M Manual.

Two copies of the first draft O&M manual will be submitted to the OWNER at approximately 75 percent completion. Approximately 60 days following startup of the facilities, two copies of the final updated O&M manual will be submitted for OWNER review. Four final printed copies and one electronic Word-formatted file will be provided approximately 90 days following beneficial use of the facilities.

1.8.2 Electronic O&M Manual.

ENGINEER will convert the final manual to a searchable, indexed .pdf with links to each key area of the plant. The final document will be delivered on a CD.

1.9 Computerized Maintenance Management System

ENGINEER will implement a Computerized Maintenance Management System (CMMS) for the Water Treatment Plant project using Allmax Antero software. The software, license, and training will be purchased by the construction contractor. The construction contractor will also purchase a laptop computer for which the software will be installed. Training will be provided by Allmax on the Antero program.

Once construction of the project is underway there will be a need to formalize the maintenance management activities associated with the more complex treatment processes associated with the facility in order to ensure that the plant equipment is maintained in a manner that supports the treatment process and preserves the capital investment made by the OWNER as well as document that maintenance has been performed, properly maintaining the new equipment in accordance with manufacturers recommendations, especially during the equipment warranty period. Assumptions are as follows:

1. The OWNER's staff involved in maintenance and maintenance oversight will be made available to the ENGINEER as needed to assist with implementation and training on the system.
2. The software will be loaded on a laptop computer installed with a standard Microsoft Office Package that meets the requirements of the Antero program. The laptop computer will be furnished by the construction contractor as part of the construction contract.
3. The Antero program and database will be loaded on the laptop by ENGINEER
4. Three years of support for the Antero program will be purchased under the construction contract. This is to ensure if any problems occur during or after the creation of the maintenance data base that the OWNER's staff is able receive the support that they would normally have for the new software.
5. OWNER will provide System Administration which involves maintaining the Antero software application. Once the CMMS is populated and training is received the OWNER will identify one individual responsible for maintaining the system and assigning work orders.

The implementation of the CMMS is broken into five tasks as follows:

1.9.1 Coordination Meeting.

ENGINEER will meet with the OWNER to discuss project expectations, timing and requirements. The meeting will outline the sequence of events associated with the project and will be an open discussion regarding project logistics. Logistics associated with training and availability of OWNER staff will also be discussed.

1.9.2 Design.

Proper design will define how the Antero software will be implemented to meet the specific requirements of the plant. During this task, ENGINEER will use the functional requirements and use findings discussed in 1.9.1 to construct a logical system architecture that supports the processes related to maintaining the system assets.

During this task, ENGINEER will meet with the OWNER to review the requirements and be sure that they are consistent with the plant workflows and processes.

1.9.3 Asset Database Preparation.

Before asset data can be loaded into the Antero system ENGINEER will compile information that will be entered into the database. The data will be reviewed for quality, and prepared for loading into the Antero system. It is anticipated that most of the information will be compiled from vendor manuals, vendor training, and the operations and maintenance manual.

1.9.4 Antero Configuration.

The Antero system will be set up and populated with equipment data and templates that should reflect the workflows and processes at the plant. The following activities will be completed during this task:

1.9.4.1 Establish and Configure Asset Hierarchy.

The asset hierarchy defines the relationship of the assets to a specific place in the plant and all of the subcomponents to the asset (e.g. a motor to a pump). The asset hierarchy is needed to properly report information as most information in the system is asset-based. What this means is that if it is needed to know the total costs of maintenance for the filtration process portion of the plant, it can be done because the total cost of maintenance for assets within that section of the plant is captured as long as the required information is entered into the database by personnel when closing work orders. ENGINEER will define a general asset hierarchy that can be used in the system.

1.9.4.2 Load Assets and Configure Forms.

ENGINEER will load the assets into the Antero system to ensure that the data is put in its proper place in the system. Each asset will be established within the hierarchy. Also during this task ENGINEER will also configure the forms to reflect the data that is being loaded into the system including work orders, preventative maintenance (PM) tasks, and job plans.

Within the Antero system each asset will have a designated preventative maintenance schedule with the appropriate job plan and list of job tasks. During this task ENGINEER will guide OWNER staff in establishing the PMs and the related job plans and job tasks for each asset.

ENGINEER will guide OWNER staff in creating and entering PMs for each asset, create job plans and job tasks, and assign the proper job plan/job tasks to each PM.

1.9.5 Advisory/On Call Support.

During this task, the ENGINEER will provide a total of 24 hours of advisory/on call support. The support will focus on how to use the system and will provide for follow up time to answer questions that arise after completion of training by Allmax.

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

1.1 See original Agreement dated November 20, 2012.

1.2 OWNER has sole authority to issue a "Stop Work Order" to the Contractor. Any work stoppage must be issued by the OWNER in writing.

1.3 OWNER will provide RPR staff as-needed to supplement and work with the ENGINEER's RPR staff.

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

ENGINEER's services shall be consistent with the duration of the Water Treatment Plant construction project (912 calendar days to Final Completion) and the Off-site Pipeline construction project (608 calendar days to Final Completion). ENGINEER will provide services 120 days following Final Completion of the Water Treatment Plant construction project by the CONTRACTOR which includes as-needed SCADA support for 120 days following Final Completion of the Project.

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

The total estimated "not-to-exceed" fee for the Amended Scope of Services is \$7,115,060. The table below shows the total estimated fee for each project and task, including the total amended "not-to-exceed" amount. ENGINEER's compensation is not limited by either individual project or individual tasks except for specific allowances stated above in the Basic Services. Individual project and task amounts are shown for estimating purposes only.

Task Description	Estimated Fee		
	Total	Water Treatment Plant Project	Off-Site Pipelines Project
1.4 – Construction Administration	\$ 2,717,570	\$ 2,501,176	\$ 216,394
1.5 – Resident Project Representation	\$ 1,350,000	\$ 1,046,609	\$ 303,391
1.6 – Applications Engineering	\$ 327,522	\$ 327,522	
1.7 – Start-up and Training	\$ 100,421	\$ 100,421	
1.8 – Operations and Maintenance Manual	\$ 102,711	\$ 102,711	
1.9 – Computerized Maintenance Management System	\$ 22,913	\$ 22,913	
Total Estimated Amount for Amendment No. 2 Services	\$ 4,621,137	\$ 4,101,352	\$ 519,785
Original Agreement Amount, including Amendment No. 1	\$ 2,493,923		
Total Amendment No. 2 Not-to-Exceed Amount	\$ 7,115,060		

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

5. Except as herein modified, all terms and conditions of the November 20, 2012 Agreement shall remain in full force and effect.

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

ENGINEER

Robert C. Yoxthimer

DATE: _____

OWNER

Gary A. Huff

DATE: _____

Approved as to form:

By: _____

Title: City Law Director

RESOLUTION NO. R-15-15

**A RESOLUTION TO AWARD A CONTRACT TO
PETERSON CONSTRUCTION COMPANY FOR THE
CONSTRUCTION OF A NEW WATER TREATMENT
PLANT**

WHEREAS, on January 7, 2014, this Commission passed Resolution No. R-3-14, authorizing the City Purchasing Analyst to advertise for bids, according to law, for the construction of a New Water Treatment Plant; and

WHEREAS, after proper advertisement, bids were opened on October 30, 2014 resulting in the tabulation of bids as listed in Exhibit A attached hereto; and

WHEREAS, on November 18, 2014, Resolution #R-120-14 was passed to authorize the intent to award the contract to Peterson Construction; and

WHEREAS, on December 11, 2014, a loan through the Ohio Water Development Authority (OWDA) for said project was approved.

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 with Peterson Construction Company is hereby awarded for the construction of a new Water Treatment Plant in the amount not to exceed \$38,012,100.00.

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 is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua. Any further delay in the signing of this contract would delay pre-scheduled events that would prevent construction to begin and possibly incur additional cost to the City.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution to award a contract to Peterson Construction Company for the construction of a 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 checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>A survey conducted by the Ohio EPA in 2006, showed that the age and condition of the current Water Treatment Plant would not allow it to meet EPA regulations in upcoming years. The EPA recommended that the City explore options for future needs.</p> <p>In the following years, various studies were conducted to look at alternatives for the City of Piqua and its needs for water treatment. It was found that the best viable option was to build a new 6.75 million gallon per day surface water treatment plant.</p> <p>CDM Smith was contracted by the City to engineer and design the new treatment plant. On September 18, 2014, a mandatory pre-bid meeting was held to allow contractors a chance to view the site and ask questions about the project. On October 30, 2014, four bids were received for the above referenced project.</p> <p>Peterson Construction was the low bidder with a base bid amount of \$35,900,000.00. The bid also included two alternate items that the City feels is imperative to include at this time. The bid for these two items is \$302,000.00. The total project cost will be \$38,012,100.00 which includes a 5% contingency.</p> <p>On November 18th, 2014, Resolution # R-120-14 was passed to authorize an intent to award the contract to Peterson Construction for loan purposes.</p> <p>Attached is a letter from our engineering consultant, CDM Smith, making recommendation to award a contract to Peterson Construction as well as a bid summary sheet.</p> <p>This is an emergency Resolution due to construction timelines. A pre-construction meeting, groundbreaking, and actual construction start dates have already been set. Any further delay in awarding the contract would postpone these dates and possibly incur additional costs to the City.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	(2015 Expenditure)
	Expenditure \$:	\$38,012,100.00 (5% contingency included)
	Source of Funds:	OWDA loan.
	Narrative	Project will be funded through this loan. The loan was approved by OWDA on December 11, 2014.
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to enter into an agreement with Peterson Construction for the construction of a new Water Treatment Plant.
	2.	Do not approve the Resolution and do not proceed with the construction of a new Water Treatment Plant.
PROJECT TIMELINE	The project will begin immediately and be completed in approximately 30 months.	
STAFF RECOMMENDATION	Approval of the Resolution to award a contract to Peterson Construction for the construction of the new Water Treatment Plant.	
ATTACHMENTS	CDM Smith recommendation and bid summary sheet.	

**EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2015 between the City of Piqua, Ohio (OWNER) and CDM Smith Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*
 - a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

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

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

<u>LABOR CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES</u>	
Professional I	\$110.00
Professional II	\$130.00
Senior Professional	\$165.00
Principal	\$185.00
Associate/Officer	\$250.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
Technician	\$75.00
Drafter	\$100.00
Senior Drafter	\$125.00
<u>FIELD SERVICES</u>	
Professional	\$90.00
Senior Professional	\$110.00
<u>PROJECT SUPPORT SERVICES</u>	
Project Administration	\$90.00

2. Direct Costs:

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

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

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

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

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

Reproduction:

\$0.10/copy for standard page-sized documents

\$1/copy for blueprints

\$2/copy for sepias

\$10/copy for Mylars

\$6/sheet for CADD Vellum

\$16/sheet for CADD Mylars

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

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

3. In the event that performance of the services under this Agreement is delayed past December 31, 2015, for reasons beyond the control of ENGINEER or because the scope of such services is changed, the amounts set forth herein shall be subject to adjustment.

RESOLUTION NO. R-16-15

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO CASCADE ENGINEERING
FOR THE PURCHASE OF RECYCLING CARTS**

WHEREAS, the City of Piqua Sanitation Department requires the purchase of recycling carts to fulfill its mission to provide curbside recycling services to the citizens of Piqua; and

WHEREAS, the City of Piqua has budgeted for the purchase of recycling carts, and;

WHEREAS, the Sanitation Department has determined to use National Joint Powers Alliance (NJPA) contract 020613-CEI for the purchase of recycling carts;

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

SEC. 1: A purchase order is hereby authorized to Cascade Engineering, for the purchase of 8,000 recycling carts not to exceed \$321,440.

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 in payment for said equipment purchase.

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	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution authorizing a purchase order to Cascade Engineering for the purchase of recycling carts		
SUBMITTED BY	Name & Title: Amy Welker, RS Director of Health & Sanitation		
	Department: Sanitation		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Sanitation Department will begin providing curbside recycling service May 1, 2015. As part of that service, the city will provide refuse customers with a recycling cart. The carts will be 64 gallon capacity with a lid and wheels. Carts will be distributed to customers beginning in April. There will be no rate increase to customers due to the addition of this service</p> <p>The department has opted to utilize the National Joint Powers Alliance (NJPA) cooperative purchasing contract with Cascade Engineering. The NJPA works the same as the State bid contract process. NJPA handles all the required bidding and passes that advantage on to member agencies. The city has utilized NJPA for other contracts as well.</p> <p>Cascade Carts meet the specifications of the department and are highly recommended by other municipalities that utilize them. The carts have a 10 year warranty with full replacement if needed.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$353,000	
	Expenditure \$:	\$321,440	
	Source of Funds:	Sanitation department fund	
	Narrative:	This expenditure was budgeted for 2015.	
OPTIONS (Include Deny /Approval Option)	1.	Pass the resolution to authorize the purchase of recycling carts	
	2.	Do not pass the resolution	
	3.	Provide staff with further direction	
	4.		
PROJECT TIMELINE	Carts will be delivered in March 2015. Carts to be distributed to customers in April 2015. Service to begin May 2015.		
STAFF RECOMMENDATION	Pass the resolution to authorize the purchase of recycling carts.		
ATTACHMENTS			

RESOLUTION NO. R-17-15

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND
VALLEY ASPHALT CORP. AS THE SECONDARY SUPPLIER OF HOT MIX FOR
THE 2015 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on December 13, 2014 and December 19, 2014, the Purchasing Analyst publically advertised for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 8, 2015 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Barrett Paving Materials Inc. as the primary supplier of Hot Mix pursuant to the bid specifications;

SEC. 2: A purchase order is hereby authorized to Valley Asphalt Corp. as the secondary supplier of Hot Mix pursuant to the bid specifications should the primary supplier not be able to meet the demands of the City of Piqua;

SEC. 3: 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, not exceeding a total of \$330,000 between both the primary and the secondary supplier;

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	January 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO BARRETT PAVING MATERIALS INC. AS THE PRIMARY SUPPLIER, AND VALLEY ASPHALT CORP. AS THE SECONDARY SUPPLIER OF HOT MIX FOR THE 2015 STREET AND ALLEY MAINTENANCE PROGRAM		
SUBMITTED BY	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In December of 2014, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 8, 2015 and the bid tabulation is shown as “Exhibit A.”</p> <p>We have had issues over the past few years with obtaining the type and amount of asphalt we need for a project from the Barrett plant. Barrett has one hopper, which means they can only produce one type of asphalt at a time, so if they are making base course and we need a finish course, we have to delay our project. This happened to us several times because they produce what the larger contractors need. Also if their plant breaks down, we are at their mercy as to when we can work.</p> <p>In the past, we have purchased asphalt from both Valley Asphalt and Barrett Paving depending on who had the mix available that we needed at any given time. Therefore, similar to last year, we would like to issue a Purchase Order to both Barrett Paving & Valley Asphalt for the purchase of 402 & 404 asphalt to ensure that asphalt will be available to the City when it is needed.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$330,000	
	Expenditure \$:	\$330,000	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	This item is purchased each year for street paving and resurfacing projects. \$330,000 was budgeted for this work in the 2015 budget. Based upon the unit bid prices, the Street Department anticipates completing as many patches and resurfacing projects as possible up to the \$330,000.	

<p style="text-align: center;">OPTIONS (Include Deny /Approval Option)</p>	<ol style="list-style-type: none"> 1. Approve the Resolution R-17-15 and continue with our 2015 Street Maintenance Program. 2. Do not approve the Resolution R-17-15, which in turn would mean no in-house paving. 3. Contract out all the patching and resurfacing, which would result in less being done for \$330,000.
<p style="text-align: center;">PROJECT TIMELINE</p>	<p>Work will be completed in 2015.</p>
<p style="text-align: center;">STAFF RECOMMENDATION</p>	<p>Approve the Resolution R-17-15 to allow the Street Department to continue with our 2015 Street Maintenance Program.</p>
<p style="text-align: center;">ATTACHMENTS</p>	<p>IFB #1431 Bid Tabulation – Exhibit A</p>

EXHIBIT "A"

CITY OF PIQUA, OHIO

Bid Tabulation for IFB 1431
 Opened 1-8-15 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials, Inc. Piqua, Ohio	Barrett Paving Materials Inc. Middletown, Ohio	Valley Asphalt Corp. Springfield, OH	Barrett Paving Miami River Quarry
<u>All prices are per ton</u>				
402 Asphalt	NB	\$ 64.00	\$ 68.00	NB
404 Asphalt	NB	\$ 65.00	\$ 69.00	NB
Cold Patch	\$ 140.00	\$ 115.00	\$ 125.00	NB
304 Stone	7.85	NB	NB	7.85
411 Stone	7.25	NB	NB	7.85
#9 Stone	6.25	NB	NB	7.85
#2 Stone	7.85	NB	NB	7.85
#57 Stone	8.50	NB	NB	8.35
#8 Stone	8.50	NB	NB	8.35
Renewal option for 2016	NO	NO	NO	NO
Terms	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS

Cold patch from Moraine Plant only

RESOLUTION NO. R-18-15

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
PIQUA MATERIALS INC. AS THE SUPPLIER OF STONE AND COLD PATCH
FOR THE 2015 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on December 13, 2014 and December 19, 2014, the Purchasing Analyst publically advertised for bids for Hot and Cold Mix- Aggregate Stone; and

WHEREAS, after proper advertisement, bids were opened on January 8, 2015 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Piqua Materials Inc. as the primary supplier of stone and cold patch pursuant to the bid 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, not exceeding a total of \$25,500;

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	January 20, 2015		
REPORT TITLE	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO PIQUA MATERIALS INC. AS THE SUPPLIER OF STONE AND COLD PATCH FOR THE 2015 STREET AND ALLEY MAINTENANCE PROGRAM		
SUBMITTED BY	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works		
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>In December of 2014, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 8, 2015 and the bid tabulation is shown as “Exhibit A.”</p> <p>Unfortunately, the Barrett Paving plant is located in Moraine and is too far to drive to pick up the cold patch we would need. Therefore, we recommend purchasing all stone and cold patch from Piqua Materials due to the close proximity of their plant to our work areas and hence our increased efficiency.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$25,500	
	Expenditure \$:	\$25,500	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	These items are purchased each year for patching and street repairs. \$25,500 was budgeted for this work in the 2015 budget. Based upon the unit bid prices, the Street Department anticipates completing as many projects as possible up to the \$25,500.	
OPTIONS	1.	Approve the Resolution R-16-15 and continue with our 2015 Street Maintenance Program.	
	2.	Do not approve the Resolution R-16-15, which in turn would mean no in-house patching or street and alley repairs.	
	3.	Contract out all the patching which would result in less being done for \$25,500.	
PROJECT TIMELINE	Work will be completed in 2015.		
STAFF RECOMMENDATION			

	Approve the Resolution to allow the Street Department to continue with our 2015 Street Maintenance Program.
ATTACHMENTS	IFB #1431 Bid Tabulation – Exhibit A

EXHIBIT "A"

CITY OF PIQUA, OHIO

Bid Tabulation for IFB 1431
 Opened 1-8-15 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials, Inc. Piqua, Ohio	Barrett Paving Materials Inc. Middletown, Ohio	Valley Asphalt Corp. Springfield, OH	Barrett Paving Miami River Quarry
<u>All prices are per ton</u>				
402 Asphalt	NB	\$ 64.00	\$ 68.00	NB
404 Asphalt	NB	\$ 65.00	\$ 69.00	NB
Cold Patch	\$ 140.00	\$ 115.00	\$ 125.00	NB
304 Stone	7.85	NB	NB	7.85
411 Stone	7.25	NB	NB	7.85
#9 Stone	6.25	NB	NB	7.85
#2 Stone	7.85	NB	NB	7.85
#57 Stone	8.50	NB	NB	8.35
#8 Stone	8.50	NB	NB	8.35
Renewal option for 2016	NO	NO	NO	NO
Terms	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS

Cold patch from Moraine Plant only

RESOLUTION NO. R-19-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HOWELL CONTRACTORS, INC., FOR CONSTRUCTION OF THE GREAT MIAMI RIVER INTERCEPTOR SIPHON IMPROVEMENTS

WHEREAS, On December 6, 2014 and December 13, 2014, the City of Piqua advertised the Great Miami River Siphon Improvements project for bidding; and

WHEREAS, On January 9, 2015, at 1:00 P.M. bids were opened by the City Finance Department; and

WHEREAS, Howell Contractors, Inc., is the lowest and best bid; and

WHEREAS, Howell Contractors, Inc., bid has been reviewed by city staff and ARCADIS, Inc., and has been determined that the bid meets or exceeds all requirements for this project

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

SEC. 1: The City Manager is authorized to enter into a contract with Howell Contractors, Inc., for construction of the Great Miami River Siphon Improvements.

SEC. 2: The cost involved is not to exceed \$593,228.00 and will be funded by Wastewater Budget in 2015.

SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$593,228;

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	January 20, 2015			
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an agreement with Howell Contractors, Inc. for construction of the Great Miami River Siphon Improvements.			
SUBMITTED BY	Name& Title: Todd Brandenburg, Superintendent			
	Department: Underground Utilities			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
BACKGROUND (Includes description, background, and justification)	<p>As a critical element of the Sanitary Sewer System Master Plan (April 2013 performed by CDM Smith, it has been recommended and agreed upon by the Underground Utilities Department, that the Great Miami River Siphon Line be augmented by an additional 24” siphon line as stated in Section 8.1 Capital Improvement Plan – Phase 1.</p> <p>This necessary improvement is vital to the City’s efforts in eliminating the current Sanitary Sewer Overflow (SSO) located on the west side of the Great Miami River. Through flow monitoring and system modeling, it has been determined that the City’s existing siphon capacity is creating a “hydraulic bottleneck” during wet weather events. This improvement will allow for greater flow rates to be conveyed to the Wastewater Treatment Plant for equalization and treatment, thus reducing the risk of surcharging into the collection system and subsequently creating an SSO event.</p> <p>The City has currently been working with ARCADIS U.S., Inc., to complete a design and bid the additional 24” siphon under the Great Miami River.</p> <p>On June, 26, 2014, the City of Piqua Finance Department opened bids for the Great Miami River Siphon Improvements Project with no responding bidders. ARCADIS U.S., Inc., along with City staff interviewed potential bidders to determine why there were no responses and made some minor changes to the contract in an effort to attract some competitive bids in the future.</p> <p>On December 6, 2014, the request for bidders for this improvement project was advertised and again advertised for a second time December 13, 2014. On January 9, 2015 at 1:00 P.M., bids were opened by the City Finance Department</p> <p>Two bids were received and analyzed by City staff and consulting engineers at ARCADIS U.S., Inc., and it was determined that Howell Contractors Inc., is the lowest and best bid for this project.</p>			

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$583,000
	Expenditure \$:	\$593,228 (Includes a 5% contingency)
	Source of Funds:	Local (Wastewater Dept. 404 Fund)
	Narrative	\$583,000 was originally budgeted in the 2014 Wastewater Capital Improvement budget. Competitive bidding and proper project timing has resulted in an actual bid of \$564,978.50. This project budget of \$593,228 does include a 5% contingency.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with Howell Contractors, Inc., to provide sanitary sewer construction services for the Great Miami River Siphon Improvements.
	2.	Deny the resolution and continue to operate the sanitary sewer collection system increasing the risk for continued Sanitary Sewer Overflows (SSOs)
PROJECT TIMELINE	The construction of this project will commence as soon as possible with substantial completion scheduled for September 2015.	
STAFF RECOMMENDATION	Approval of the Resolution to enter into an agreement with Howell Contractors, Inc., for construction of the Great Miami River Siphon Improvements	
ATTACHMENTS	Exhibit "A" – Bid Evaluation and Construction Contract Award Recommendation (ARCADIS U.S., Inc.) Exhibit "B" – Bid Tabulation	



Mr. Todd Brandenburg
Underground Utilities Superintendent
City of Piqua
123 Bridge Street
Piqua, Ohio 45356

ARCADIS U.S., Inc.
4665 Cornell Road
Suite 350
Cincinnati
Ohio 45241
Tel 513.860.8700
Fax 513.860.8701
www.arcadis-us.com

Subject:

**Great Miami River Interceptor Siphon Improvements
Bid Evaluation and Construction Contract Award Recommendation**

WATER RESOURCES

Dear Mr. Brandenburg:

Date:
January 13, 2015

This letter is submitted pursuant to the bid opening for the Great Miami River Interceptor Siphon Improvements (the project). This letter presents a bid tabulation, bid evaluation, the findings of ARCADIS' vetting of the apparent low bidder, and a recommendation for award of a construction contract.

Contact:
Dave Vicarel

Bid Tabulation

Bids were opened and publicly read at the City of Piqua (City) Finance Department at 1:00 PM local time on January 9, 2015. Bids were received from two firms:

Phone:
513.985.8008 (direct)

- Howell Contractors, Inc. of Fort Wright, Kentucky (Howell)
- Kinnison Excavating, Inc. of Piqua, Ohio (Kinnison)

Email:
david.vicarel@arcadis-us.com

ARCADIS tabulated the labor and material prices submitted by each firm. The tabulation is presented in the enclosed table. Howell submitted the low bid of \$564,978.50. Their bid is approximately 3% below the Engineer's Estimate of \$587,000.

Our ref:
04698006.BC01

Bid Evaluation

ARCADIS evaluated each bid submittal for compliance with 12 relevant provisions of the Bid Documents. The findings of the evaluation are presented in the enclosed table. We found the following deficiencies in the bid submittals:

- Howell did not seal their Qualification Statement
- Kinnison separated the Bid Form (and other bidding documents) from the Project Manual, in violation of specification Section 00 21 13 ("Instructions to Bidders"), Paragraph 15.01

Imagine the result

Based on our evaluation, ARCADIS recommends that the City accept Howell's bid submittal, since they provided a corporate seal elsewhere in their bid submittal and would seal their Qualification Statement if requested to do so, and accept Kinnison's bid submittal if they provide written confirmation that they used a complete set of Bidding Documents to prepare their bid.

Vetting of Apparent Low Bidder

The City requested ARCADIS to vet Howell only, and to limit the vetting to contacting several of the references provided by Howell in the attachment to their Qualification Statement. The following persons were contacted:

- Scott Tadych, PE
Assistant City Engineer, City of Middletown, Ohio
Project: Middletown Sewer Interceptor Rehabilitation, 2014
- Mark Raffenberg, PE
Principal Engineer, Greater Cincinnati Water Works
Projects: Madison Rd. Water Main (two projects), Vista/Holley Water Main, 2013-2014
- Mark Stephens, PE
Contract Administrator/Project Manager, HDR Engineering, Lexington, Kentucky
Project: Wolf Run Pump Station Relocation, 2013

These individuals had high praise for the quality of Howell's work, their overall professionalism, their adherence to schedules, and the reasonableness of their change order requests. No one cited any problems working with Howell, even during difficult situations.

Additionally, in the recent past Howell constructed two projects designed by ARCADIS and we and our client were very satisfied with Howell's performance. In 2007, Howell constructed approximately 10,000 ft. of new 12-inch ductile iron water main on Todhunter Road in Monroe, Ohio. In 2011, Howell constructed approximately 4,100 ft. of 18-inch PVC gravity sewer at a depth of approximately 30 ft. in loose sand and gravel on Dry Fork Road in Harrison, Ohio.

Construction Contract Award Recommendation

ARCADIS recommends that the City award a contract to Howell for construction of the project because Howell submitted the low bid for the project and because we see no reason to expect that Howell will not provide quality work in a professional manner during the project.



Mr. Todd Brandenburg
January 13, 2015

Closing

We trust that the information provided in this letter and the enclosed table will enable the City of Piqua to make a decision regarding award of a contract for construction of the Great Miami River Interceptor Siphon Improvements. After the City has identified a contract awardee, ARCADIS will assist the City with preparing a Notice of Award, executing the construction contract, and scheduling a Pre-Construction Conference. The day of the Pre-Construction Conference will mark the end of the bidding phase of the Project and the beginning of the construction phase.

Please contact the undersigned if you have questions or need additional information.

Sincerely,

ARCADIS U.S., Inc.

A handwritten signature in blue ink that reads "David J. Vicarel".

David J. Vicarel, CPG
Project Manager

Enclosure (1): Bid Tabulation and Evaluation (1 pg.)



BID TABULATION AND EVALUATION¹
GREAT MIAMI RIVER INTERCEPTOR SIPHON IMPROVEMENTS
CITY OF PIQUIA, OHIO

BID TABULATION			Howell Contractors, Inc. 980 Helen Ruth Dr., Fort Wright KY, ph: 859.331.5457				Kinnison Excavating, Inc. 2076 Clevenger Rd., Piqua OH 45356, ph: 937.773.2320				
Bid Item	Description	Estimated Quantity	Unit	Labor Unit Price	Material Unit Price	Total Unit Price	Extended Price ²	Labor Unit Price	Material Unit Price	Total Unit Price	Extended Price ²
General Work											
G1	Traffic Control	1	LS	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,830.00	\$4,330.00	\$4,330.00
G2	Bonds, Insurance, and Mobilization	1	LS	\$10,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$40,000.00	\$40,000.00
G3	Pre-Construction and Final Completion DVD	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
Interceptor Siphon Improvements											
S1	Modifications to Upper Siphon Chamber	1	LS	\$40,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$23,000.00	\$15,000.00	\$38,000.00	\$38,000.00
S2	Modifications to Lower Siphon Chamber	1	LS	\$20,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$23,000.00	\$15,000.00	\$38,000.00	\$38,000.00
S3	24" Ductile Iron Sewer Siphon	267	LF	\$1,000.00	\$485.50	\$1,485.50	\$396,628.50	\$1,000.00	\$500.00	\$1,500.00	\$400,500.00
S4	Siphon Post-Construction Videtl Taping	267	LF	\$3.00	\$2.00	\$5.00	\$1,335.00	\$5.00	\$5.00	\$10.00	\$2,670.00
S5	River Bank Restoration	1	LS	\$10,000.00	\$12,515.00	\$22,515.00	\$22,515.00	\$35,000.00	\$25,000.00	\$60,000.00	\$60,000.00
TOTAL BID PRICE³							\$564,976.50				\$585,000.00

BID EVALUATION

Item	Specification Reference	Evaluation Criterion	Howell Contractors, Inc.	Kinnison Excavating, Inc.
1	Sec. 00 21 13, Par. 5.02 and 15.06B	Complete Qualification Statement submitted?	Yes, except no corporate seal	Yes
2	Sec. 00 21 13, Par. 5.04	Is Bidder a Plan Holder?	Yes	Yes
3	Sec. 00 45 13, Par. 10.01 and 10.02	Does bid security meet requirements?	Yes	Yes
4	Sec. 00 21 13, Par. 10.01	Bidder's Surety authorized to do business in Ohio?	Yes	Yes
5	Sec. 00 21 13, Par. 15.01, 15.02 & Article 17	Was Bid Form prepared/completed/submitted properly?	Yes	Yes
6	Sec. 00 21 13, Par. 15.03	Was Bid Form executed properly?	Yes	Yes
7	Sec. 00 21 13, Par. 15.04	Did Bid Form include acknowledgement of Bid Addendum No. 1?	Yes	Yes
8	Sec. 00 21 13, Par. 15.05	Did Bid Form include contact information?	Yes	Yes
9	Sec. 00 21 13, Par. 15.06.A	Did Bid contain a properly executed Bid Security Form?	Yes (see Bid Bond)	Yes (see Bid Bond)
10	Sec. 00 21 13, Par. 15.06.C	Did Bid contain a properly executed Non-Collusion Affidavit?	Yes	Yes
11	Sec. 00 21 13, Par. 16.02	Was arithmetic on Bid Form correct and did words and numerals match?	Yes	Yes
12	Sec. 00 45 03	Was Contractor's Income Tax Notice provided?	Yes	Yes

Notes:

- Bids were opened at 1:00 pm local time on Friday, January 9, 2015 at the City of Piqua Finance Department.
- Extended Price = Estimated Quantity x Total Unit Price
- The Engineer's Estimate for the project is \$587,000. Both bids were within 10% of the Engineer's Estimate.

Bid tab for IFB Great Miami River Interceptor Siphon Improvements
 Opened on 1/9/15 at 1:00 p.m.

Kinnison Excavating, Inc.
 Piqua, OH

Item No.	Description	Est Qty.		Labor	Materials	Total	Total for all items
General Work							
G1	Traffic control	1	LS	\$ 2,500.00	\$ 1,830.00	\$ 4,330.00	\$ 4,330.00
G2	Bonds, Insurance & Mobilization	1	LS	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
G3	Pre-Construction & Final Completion DVD	1	LS	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
Interceptor Siphon Improvements							
S1	Modifications to Upper Siphon Chamber	1	LS	\$ 23,000.00	\$ 15,000.00	\$ 38,000.00	\$ 38,000.00
S2	Modifications to Lower Siphon Chamber	1	LS	\$ 23,000.00	\$ 15,000.00	\$ 38,000.00	\$ 38,000.00
S3	24" Ductile Iron Sewer Siphon	267	LF	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 400,500.00
S4	Siphon Post Construction Video Taping	267	LF	\$ 5.00	\$ 5.00	\$ 10.00	\$ 2,670.00
S5	River Bank Restoration	1	LS	\$ 35,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00
							\$ 585,000.00

Howell Contractors, Inc.
 Fort Wright, KY

Item No.	Description	Est Qty.		Labor	Materials	Total	Total for all items
General Work							
G1	Traffic control	1	LS	\$ 1,000.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
G2	Bonds, Insurance & Mobilization	1	LS	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
G3	Pre-Construction & Final Completion DVD	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
Interceptor Siphon Improvements							
S1	Modifications to Upper Siphon Chamber	1	LS	\$ 40,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
S2	Modifications to Lower Siphon Chamber	1	LS	\$ 20,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
S3	24" Ductile Iron Sewer Siphon	267	LF	\$ 1,000.00	\$ 485.50	\$ 1,485.50	\$ 396,628.50
S4	Siphon Post Construction Video Taping	267	LF	\$ 3.00	\$ 2.00	\$ 5.00	\$ 1,335.00
S5	River Bank Restoration	1	LS	\$ 10,000.00	\$ 12,515.00	\$ 22,515.00	\$ 22,515.00
							\$ 564,978.50