

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 5, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION: NATIONAL POLICE WEEK

PROCLAMATION: MUNICIPAL CLERKS WEEK

EXECUTIVE SESSION:

1. Move to Executive Session to consider matters regarded as confidential by federal law or rules or state statutes

ADJOURNMENT

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the April 21, 2015 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO.5-15 (2nd Reading)-Amended
An Ordinance amending Section 94.23 (I) relating to Curfew and Prohibitions on use of Parks and Gazebo
3. ORD. NO. 6-15 (2nd Reading)
An Ordinance amending Sections 154.027 of the City of Piqua Code of Ordinances to allow a place of worship in a I-1 Light Industrial Zoning District

NEW BUSINESS

4. RES. NO. R-78-15
An Emergency Resolution requesting authorization to enter into contract with CDM-Smith for amendment No:2 to the Engineering Services for a Wastewater Treatment Plant Detailed Design
5. RES. NO. R-79-15
A Resolution authorizing the City Manager to enter into the Economic Development Revolving Loan Fund (RLF) Agreement with the State of Ohio Development Services Agency for the period January 1, 2015 through December 31, 2017
6. RES. NO. R-80-15
An Emergency Resolution granting a temporary easement to Northrop Grumman Systems Corporation

7. RES. NO. R-81-15

An Emergency Resolution acquiring JCRANE Inc. to provide crane and transportation services for the Power System

8. RES. NO. R-82-15

An Emergency Resolution obtaining OTC Services Inc. to provide Professional Field Services, Unit Inspection, and refurbishment for the Main Power Transformer for Substation #3

9. RES. NO. R-83-15

A Resolution authorizing the execution of a loan agreement with Harvest Pantry, LLC, in the amount of \$30,000

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, April 21, 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, Vogt, Wilson, and Martin. Absent: None.

Mayor Fess read an Official Statement on the Rules of Conduct for the Piqua City Commission Meetings.

REGULAR CITY COMMISSION MEETING

PROCLAMATION – NATIONAL BIKE MONTH

Mayor Fess read the proclamation and presented it to Mike Gutmann and Jim Hemmert.

Mike Gutmann thanked the City of Piqua and the Commissioners for the proclamation.

Mr. Gutmann is Co-Chair of the Miami Valley Cycling Summit that is being held in Piqua at the Fort Piqua Plaza on May 29 and he provided a brief overview of the events.

Tom Hudson, Downing Street, came forward stating he wanted to thank Mike & Elizabeth Gutmann for co-chairing the Miami Valley Cycling Summit. Mr. Hudson also provided a brief overview of the River Summit Conference he attended this year, and encouraged citizens to attend the Bicycle Summit and the Cyclovia.

Jim Hemmert, Boone Street, stated the Miami Valley Centre Mall is promoting May as bike month with window displays, with 5 windows painted by Michel Glass. Mr. Hemmert also reminded citizens that Bike to Work week is also coming up and to begin to make plans to ride their bike to work.

Mayor Fess thanked all that are involved in the many activities that are taking place in the City of Piqua.

Consent Agenda

Approval of Minutes

Approval of the minutes from the April 7, 2015 Regular Piqua City Commission Meeting.

RES. NO. R-72-15

A Resolution appointing a member to the Civil Service Commission

RES. NO. R-73-15

A Resolution appointing a member to the Miami County Community Action Council Board

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

NEW BUSINESS

ORD. NO. 5-15 (1st Reading)

An Ordinance amending Section 94.23 (l) relating to Curfew and Prohibitions on use of Parks and Gazebo

Bruce Jamison, Chief of Police, provided the Staff Report.

Chief Jamison stated this problem was discussed at a City Commission Work Session in February, 2015 after multiple complaints had been received regarding unruly behavior of unsupervised juveniles disturbing patron of the Fort Piqua Plaza (Library, Plaza rentals, food service entities). Efforts to curtail these problems have ranged from discussions with the children that frequent the area on proper behavior and language, to physical arrest of juveniles. Most of the complaints have not come thru the Police Department, but the police have been notified later that citizens fear to be in the area, afraid to get out of their cars because of intimidating tactics, and the use offensive language.

There has also been damage done to the gazebo with youth observed climbing on the roof, and doing dangerous activities around the gazebo, stated Chief Jamison.

Ordinance No. 5-15 would expand the existing park curfew and prohibitions and require minors using the park facilities in that immediate area to be supervised. This allows for the enjoyment of facilities in structured settings where the juvenile's behavior can be controlled for the enjoyment of everyone in the area, this is also safer for the children. The language regarding proper supervision already exists in Chapter 139 of the Piqua City Code, to allow exceptions to the curfew for minors engaged in supervised activities outside of the nighttime curfew hours, stated Chief Jamison.

In conjunction with this Ordinance, non-legislative regulations will be applied to the areas owned by the city that are neither part of the leased space nor the park, most notably the stairs and the ramp near the Library entrance. The Library and the Police staff will both be able to monitor the area, issue warnings when appropriate, and then the Police can take enforcement action against those that do not comply with the regulations and warnings, stated Chief Jamison.

PUBLIC COMMENT

Commissioner asked several questions regarding the ways to enforce the ordinance and how to eliminate the problems. Chief Jamison addressed the questions. Several suggestions were made on how to discourage the juveniles from congregating in the areas.

Doug Smith, W. High Street, came forward and voiced his opinion on the ordinance, further stating there has been vandalism on the Bike Path and at Lock 9 also. One of his suggestions was to have the juveniles do embarrassing community service instead of paying fines.

Tom Hudson, N. Downing Street, came forward and asked if it would be possible to include Lock 9 Park in the Ordinance as there has been considerable damage done there also.

Nick Alexander, S. Roosevelt, came forward and voiced his concern over the ordinance stating he would like to see monitoring by parents or guardian added to the ordinance.

Tom Beck, Garfield Street, came forward and voiced his opinion on the Ordinance, further stating he disagrees with a government body dictating policy to the youth. The Police need to form a bond with the youth, stated Mr. Beck.

Mary Francis Rodriguez, N. Downing Street came forward and voiced her support of the Ordinance.

Ralph Green, Beverly Drive came forward stating several instances of unruly behavior that he had witnessed first-hand.

Jim Oda, Library Director, came forward stating he wants everyone to have access to the Library and feels there are just few individuals causing problems for the patrons, and does not want that to stop them from coming to the Library. They should feel safe and secure when coming in and out of the Library stated Mr. Oda. This Ordinance will provided the Police Department with a tool to help eliminate some of the issues they are having with the youth. This is a simple straight forward Ordinance and the Library Trustees are endorsing the passage of Ordinance 5-15, stated Mr. Oda.

Commissioner Vogt asked if the Library had the same problem at the Library's previous location.

Mr. Oda stated yes.

Vickie Reed Coronada Ct. came forward and expressed her support of the Ordinance, further stating she has personally witnessed several issues.

Ordinance No. 5-15 was given a first reading.

ORD. NO. 6-15 (1st Reading)

An Ordinance amending Sections 154.027 of the City of Piqua Code of Ordinance to all a place of worship in a I-1 Light Industrial Zoning District

Chris Schmiesing, City Planner, provided the Staff Report.

This item was presented to the Planning Commission in response to a request from the owner of the property located at 8564 County Rd. 25-A in Piqua. The owner would like to lease the property to a Place of Worship. Currently a Place of Worship is permitted in all districts except the Industrial zoning designation. Vacant or commercial building spaces are often well suited to the needs of this use type stated Mr. Schmiesing.

After review the Planning Commission concluded it would be prudent to include provisions to allow the Place of Worship as a principal permitted use in the I-1 Light Industrial zoning district.

PUBLIC COMMENT

Nick Alexander, Roosevelt Avenue, came forward and voiced his opinion on changing the Zoning Designation at this time.

Commissioners asked several questions regarding the change in the Zoning Designation, Mr. Schmiesing provided the information.

Ordinance No. 6-15 was given a first reading.

Resolution No. R- 74-15

A Resolution authorizing the City Manager to sign the PY 2015 CHIP Program Partnership Agreement by and between the Miami County Board of Commissioners and City of Piqua for the

Ohio Development Services Agency (ODSA) Community Housing Impact and Preservation (CHIP) Program

Development Program Manager, Nikki Reese, presented the Staff Report.

The City of Piqua intends to partner with the Miami County Board of Commissioners to apply to the Ohio Development Services Agency (ODSA) for funding under the Program Year 2015 Community Housing Impact and Preservation (CHIP) Program. Through this partnership Miami County and the City of Piqua is eligible for \$850,000 of CHIP Program funding provided we meet applicable programing requirements, stated Ms. Reese.

The Chip application is due May 1, 2015 and the city will be notified sometime in September 2015 if the application is funded. If funded we will be able to start implementing the program in January of 2016 stated Ms. Reese.

City Manager Huff stated Nikki has only been with the City a short time but has already been able to get close to 3 Million dollars in grant funds, and we are extremely pleased on what she is accomplishing.

Public Comment

No one came forward to speak for or against Resolution No. R-74-15

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution R-74-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Terry and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-7415 adopted.

RES. NO. R-75-15

A Resolution authorizing an amendment to the Zoning Map to change the Zoning Designation of 8620 and 8654 N. Co. Rd. 25-A to I-1 (Light Industrial)

Chris Schmiesing, City Planner, provided the Staff Report.

Mr. Schmiesing stated this was presented to the Planning Commission at a Public Hearing on April 14, 2015. Currently portions of the subject locations include a B (General Business) zoning designation that is not entirely compatible with the business park use activities anticipated at this location. The Planning Commission concluded the I-1 (Light Industrial) zoning designation would be more appropriate zoning for this location than the current B (General Business) zoning designation. No one came forward from the public to speak for or against this change in zoning designation. The Planning Commission unanimously recommended approval of the proposed change to the zoning designation of the subject property, stated Mr. Schmiesing.

Public Comment

No one came forward to speak for or against Resolution No. R-75-15.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-75-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-75-15 adopted.

RES. NO. R-76-15

A Resolution authorizing a purchase order to the McLean Company for the purchase of an asphalt paver and compaction roller for the Street Division of Public Works

Brian Brookhart, Assistant Public Works Director, provided the Staff Report.

The Street Division of the Public Works Department currently has a small paver and roller, but with City Commission approving more money to the Street Division of Public Works for paving, the current equipment is not efficient at performing the amount of work we will be doing. Both the asphalt paver and the roller are on the State Bid and we also looked at the State Bid for Volvo on comparable pavers and roller with the McLean Company being \$89,184 less than Volvo, stated Mr. Brookhart.

With this new purchase it will give the Street Department the ability to pave more streets in a more efficient and timely manner. The new asphalt paver and compaction roller will be ordered right away and delivery is expected in 30-60 days, said Mr. Brookhart.

Commissioners asked several questions regarding paving and the type of roller the City has now, and its use on several of the city streets previously. Mr. Brookhart answered all questions.

City Manager Huff stated the Commission held a work session on this last year.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-76-15.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-76-15 be adopted. Roll call, Aye: Wilson, Terry, Martin, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-76-15 adopted.

RES. NO. R-77-15

An Emergency Resolution authorizing the City Manager to accept, and enter into a supplemental Water Pollution Control Loan Fund Agreement on behalf of the City of Piqua for planning, design and/or construction of Wastewater Facilities; and designating a dedicated repayment source for the loan

Cynthia Holtzapple, Assistant City Manager/Finance Director, stated the Dave Davis, Wastewater Plant Superintendent, stated the original Plan called for the use of High Rate Treatment (BioActiflo) to remove the SSO from the collection system. That plan is no longer an option, proven by the pilot study, as it was unable to perform as needed for the SSO removal. The Amended Facility Plan calls for a new and approved liquid treatment train that will handle all projected flows. This was presented to the City Commission at the February 2015 Work Session and also approved by the OEPA. The Amended Facility Plan requires that the City perform Detailed Design next, and the original loan amount requested and previously approved will not cover the cost for this option. The City submitted a supplemental loan application to WPCLF-DEFA for the additional \$1.4 M needed. The current interest rate is 2.03% but is subject to change each month until the loan is finalized. The repayment term is for five year, Ms. Holtzapple.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-77-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No, R-77-15 be adopted. Roll call, Aye: Terry, Martin, Fess, Vogt, and Wilson. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-77-15 adopted.

MONTHLY REPORTS – FEBRUARY 2015

Monthly Reports for February 2015 were accepted.

PUBLIC COMMENT

Jeff Lange, St. RT 66, came forward and provided a brief overview of the events of the upcoming Miami Valley Bicycling Summit on May 29, and the Cyclovia being held in downtown Piqua on Saturday, May 30, 2015.

Mr. Lange also thanked all of POW volunteers who helped with the Annual River Clean Sweep recently, and announced the next River Clean Sweep is scheduled for July 18th, 2015 and encourage citizens to volunteer their time.

Mr. Lange voiced his opinion and support of Ordinance No. 5-15.

Mr. Lange also stated there is a lot of focus on the Bike Bath and would like to have more volunteers to help oversee the use as they are only two volunteers left, and would like to have better communication with the Police Department to report incidents as they see them in the future.

Mr. Lange reminded citizens of several upcoming events in the City of Piqua, Rock Piqua Concerts on June 20, July 18, and August 1, Down the River Down a Beer to be held on August 22; both of the events will be held at Lock 9 Park.

Mayor Fess thanked Mr. Lange for all his volunteer work and support of the City of Piqua.

Brad Boehringer, Mound Street, came forward and voiced his support of the Miami Valley Cycling Summit stating he hopes to volunteer.

Mr. Boehringer also voiced his opinion on Ordinance No. 5-15 stating he agrees it is needed, and asked if it would be possible to have the Bike Bath volunteers patrol the area in question.

City Manager Huff stated they would take it under consideration.

City Manager's Report

City Manager Huff stated the Piqua Fire Department is heading up a CO Detector Program and have collected about \$5000 from local businesses. For information on receiving a CO Detector citizens can contact the Salvation Army.

City Manager Huff announced Piqua Arbor Day is being celebrated on Monday April 27, 2015 at Edison Child Development Center.

City Manager Huff stated the Power Systems is working on the Low Dam behind the Power Plant and the water level will be down for about a two week period while they are working.

City Manager Huff stated the City received a Special Award for being certified as a Tree City USA for 20 Years.

City Manager Huff also announced the City Employee "Give Committee" was named the 2015 Career Based Intervention Partner of the Year for the Back Pack Program. The Back Pack Program provides non-perishable foods to high school students on weekends, holidays and during summer vacation.

City Manager Huff stated the city plans to begin paving very soon with plans to pave approximately twenty streets this year.

City Manager Huff asked Assistant City Manager/ Economic Development Director Justin Sommer to provide an update on economic development in the City.

Justin Sommer provided a brief update of the activities that have taken place in the City of Piqua, and recently announcing several businesses opening and how they are focusing on retention and expansion projects in the future.

Commissioners Comments

Commissioner Wilson stated there are such a small number of young adults that are creating the problems downtown, and hopes to be able to curtail some of the issues in the future.

Commissioner Terry stated she received a complaint about broken glass on the Bike Path. City Manager Huff stated it has been cleaned up several times and will continue to clean it up as noted.

Commissioner Terry announced the City Clean-Up Day is scheduled for Saturday, May 9, and encouraged citizens to take a look around their homes and pick up and clean up as needed.

Commissioner Terry also announced the Piqua Community Foundations Cakes for a Cause is scheduled for Friday, April 24 and encouraged citizens to go out to the Miami Valley Centre and view the cakes and place their bids.

Commissioner Terry congratulated Piqua's Assistant City Manager/Economic Development Director Justin Sommer, and Law Director Stacy Wall on their performance with the Piqua Arts Council Dancing with the Stars, They both did a wonderful job, stated Commissioner Terry.

Commissioner Terry also reminded citizens the Taste of the Arts is scheduled for May 15, in downtown Piqua.

Commissioner Vogt stated he also received an email about the broken glass on the Bike Path.

Mayor Fess congratulated Justin Sommer and Stacy Wall on their wonderful dancing skills further stating she enjoyed watching them perform along with enjoying the delicious dinner.

Justin Sommer stated he wanted to recognize the Piqua Arts Council and all the work they do in the Community.

Chris Schmiesing, President of the Piqua Arts Council, came forward and provided a brief overview of the 2015 Dancing with the Piqua Stars event and of the other events the Piqua Arts Council provides.

Mayor Fess stated the City of Piqua has a lot of great young people, with just a few causing problems.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 9:35 P.M. Voice vote, Aye: Martin, Wilson, and Terry. Nay: None.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

AMENDED ORDINANCE NO. 5-15

**AN ORDINANCE AMENDING SECTION 94.23 (I) RELATING TO
CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO**

WHEREAS, unsupervised juveniles are creating disturbances to the public peace, damage to the gazebo, and violent criminal behavior in Public Square Park and Veterans Memorial Way; and

WHEREAS, unsupervised juveniles are climbing on the gazebo roof and railings, creating a risk to their own safety, and ignoring kindly approaches and requests from citizens to desist; and

WHEREAS, existing curfews and park prohibitions are inadequate to address the current issues.

NOW THEREFORE, BE IT RESOLVED BY the Piqua City commission, a majority of its members concurring that;

SECTION 1. The City of Piqua hereby amends Chapter 94.23 (I) as set forth below: (new language is underlined and deleted language is indicated by strikethrough):

§ 94.23 CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO.

No person shall do any of the following:

(A) Enter or remain in Heritage Green, Das Park, Shawnee Park, Armory Park or High Street Park between the hours of 10:00 p.m. and 7:00 a.m. of the following day, provided, however, that this section does not apply to a person attending organized activities in any of the parks that have been approved by the city.

(B) Enter or remain in the Hollow Park between dusk and 7:00 a.m. of the following day or enter or remain in any of the other public parks of the city and the municipal golf course between the hours of 11:00 p.m. and 7:00 a.m. of the following day, provided, however, that this section does not apply to a person attending organized activities in the public parks that have been approved by the city.

(C) Ignite or maintain any fire except in designated areas in accordance with fire laws.

(D) Throw sticks, stones, or other dangerous objects or play golf except in designated areas.

(E) Park motor vehicles within the public parks except in designated parking areas.

(F) Hunt (excluding fishing), trap, or otherwise molest, injure, chase, or destroy any animal or bird in a public park.

(G) Sell or offer for sale any article, privilege or service in a public park without authorization from the city.

(H) Camp in any public park without authorization from the city.

- (I) Being a minor under 18 years of age, Enter or #Remain in Public Square Park and gazebo and Veterans Memorial Way (bounded by Market and High Streets and Wayne Street) between the hours of 6:00 a.m. and 9:00 p.m. unless attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or for the purpose of remaining in Public Square Park for a non-sponsored event on that specific date is with an adult who had prior permission by the minor's parent or legal guardian. between the hours of 9:00 p.m. and 6:00 a.m., except as to persons entering or remaining therein during organized activities as approved by the city.

No person, regardless of age is permitted in Public Square Park between the hours of 9:00 p.m. and 6:00 a.m. unless attending an organized activity as approved by the City.

- (J) Possess or use any type of metal detection device in the public parks of the city.

- (K) Excavate, dig or remove sod, turf or soil in the public parks of the city without authority from the city to do so.

SECTION 2. All other sections of Chapter 94 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL

CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 21, 2015			
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	AN ORDINANCE AMENDING SECTION 94.23 (I) RELATING TO CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO			
SUBMITTED BY	Name & Title: Bruce A. Jamison, CLEE – Chief of Police			
	Department: Police			
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 <small>(Includes description, background, and justification)</small>	<p>As discussed at the February 12, 2015 Commission Work Session, multiple complaints have been received regarding unruly behavior of unsupervised juveniles disturbing patrons of the Fort Piqua Plaza (library, Plaza rentals, food service entities). Efforts to curtail these problems have ranged from discussions with the children that frequent the area on proper behavior and language, to physical arrests of juveniles. During one arrest the level of defiance encountered with these children was evident - a young female aggressively resisted the officer, necessitating use of force to complete the arrest. Most citizens have not placed calls to the police, but have later advised us of their fear to be in the area, thus avoiding getting out of their cars. Besides employing intimidating tactics on seniors, several of the youth use offensive language that is constitutionally protected, but is extremely offensive to adults coming to the area. These adults include both Piqua citizens and visitors to our city.</p> <p>Damage to the gazebo has occurred and has been difficult to track back to any one responsible individual. Youth have been observed in various dangerous activities around the gazebo, including climbing on its roof. When officers respond, this activity has usually already ceased.</p> <p>This ordinance would expand the existing park curfew and prohibitions and require minors using the park facilities in that immediate area to be supervised. This allows for enjoyment of the facilities in structured settings where the juvenile's behavior can be controlled for the enjoyment of everyone in the area. It is also safer for the children. The language regarding proper supervision already exists in Chapter 139 of our City Code to allow exceptions to the curfew for minors engaged in supervised activities outside of the nighttime curfew hours.</p>			

	In conjunction with the ordinance, non-legislative regulations will be applied to the areas owned by the city that are neither part of the leased space nor the park (most notably, the stairs and ramp near the library entrance). Library and police staff will both be able to monitor this area, issue warnings when appropriate, and then the police can take enforcement action against those that do not comply with the regulations and warnings.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	-0-
	Expenditure \$:	-0-
	Source of Funds:	n/a
	Narrative:	I anticipate that providing this ordinance as a tool for officers responding to complaints of unruly behavior will quickly result in decreased need for police response to the area for unruly juvenile behavior.
OPTIONS (Include Deny /Approval Option)	1.	Approve the amended ordinance.
	2.	Deny changes to the ordinance.
	3.	Propose alternative ideas for constitutionally-sound legislation.
	4.	
PROJECT TIMELINE	2/12/15 – Commission Work Session (direction given to move forward) 4/21/15 – first reading, 5/5/15 – second reading, 5/19/15 – third reading. Enforcement to begin at earliest possible legal date. The ordinance and regulations will be communicated to the youth most likely to be affected as soon as possible, as we need to start controlling them with existing resources due to problems starting with the Spring weather.	
STAFF RECOMMENDATION	Pass this ordinance.	
ATTACHMENTS	Ordinance No. 5-15	



Commission Agenda Staff Report

MEETING DATE	April 15, 2015			
REPORT TITLE (Match resolution/ordinance title)	AN ORDINANCE AMENDING SECTIONS 154.027 OF THE CITY OF PIQUA CODE OF ORDINANCES TO ALLOW A PLACE OF WORSHIP IN A I-1 LIGHT INDUSTRIAL ZONING DISTRICT			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	<p>This item was presented to the Planning Commission in response to a request from the owner of the property located at 8654 County Road 25-A in Piqua. The owner desires to lease use the property to a Place of Worship. Currently a Place of Worship is permitted in all districts except the Industrial zoning designations. Place of Worship uses often serve a regional base and prefer close proximity to major highways. Vacant industrial or commercial building spaces are often well suited to the needs of this use type.</p> <p>The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) affords a house of worship broad protections from zoning and landmarking laws. RLUIPA prohibits zoning and landmarking laws that substantially burden the religious exercise of churches or other religious assemblies or institutions absent the least restrictive means of furthering a compelling governmental interest. RLUIPA also discourages a local government use of formal or informal procedures for making individualized assessments of a property's uses as it relates to a house of worship use activity.</p> <p>In reviewing this request the Planning Commission concluded that it would be prudent to include provisions to allow the Place of Worship as a principal permitted use in the I-1 Light Industrial zoning district and heard no objections from the public concerning the proposed amendment.</p>			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		

	Source of Funds:	N/A
	Narrative:	
OPTIONS (Include deny /approval option)	1.	Adopt the ordinance and approve the proposed amendment to the Land Use; Zoning chapter of the Codified Ordinances.
	2.	Defeat the ordinance and deny the proposed amendment to the Land Use; Zoning chapter of the Codified Ordinances.
PROJECT TIMELINE	April 14, 2015 – Planning Commission – Public Hearing April 21, 2015 – City Commission – 1 st Reading May 5, 2015 – City Commission – 2 nd Reading May 19, 2015 – City Commission – 3 rd Reading	
STAFF RECOMMENDATION	Approve the proposed amendment to allow the use type as stated.	
ATTACHMENTS	Ordinance, Exhibit A	

RESOLUTION NO. R-78-15

AN EMERGENCY RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO CONTRACT WITH CDM-SMITH FOR AMENDMENT NO: 2 TO THE ENGINEERING SERVICES FOR A WASTEWATER TREATMENT PLANT DETAILED DESIGN

WHEREAS, On May 21st 2013 Piqua City Commission approved A contract with CDM-Smith for the removal of the Sanitary Sewer Overflows to the Great Miami River; and

WHEREAS, the Ohio EPA has mandated in the City of Piqua's NPDES Permit of Discharge that the SSO be eliminated; and

WHEREAS, CDM has prepared the Amended Master Plan, which has been approved by the Director of the Ohio EPA, provides the procedure that the City must follow to meet all of the Ohio EPA requirements; and

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

WHEREAS, the EPA has issued a permit for completion of the project with a deadline; and

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

SEC. 1: The City Manager is authorized to enter into a contract with CDM-Smith to perform Professional Engineering Services for the Detailed Design, Amendment NO: 2;

SEC. 2: The cost involved is not to exceed **\$3,957,470.00** and will be funded by Wastewater Plant Budget 2015, 2016 & 2017/DEFA Design loan.

SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms;

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

SEC. 5: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the City of Piqua is under an approved plan by the EPA and has a certain time period to complete the project before the permit expires and the project has already been delayed twice so the permit expiration date is even more critical to ensure completion.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 5, 2015		
REPORT TITLE (Should match resolution/ordinance title)	An Emergency Resolution requesting authorization to enter into contract with CDM-Smith for Amendment No: 2 to the Engineering Services for a Wastewater Treatment Plant Detailed Design		
SUBMITTED BY	Name & Title: Dave Davis, Wastewater Plant Supt.		
	Department: Utilities Division-Wastewater		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Facility Plan has been modified to reflect the change to a new liquid treatment system and dates have been modified in order to accomplish this scope of work. The Ohio EPA has approved Amendment #1 and the schedule in the NPDES Permit for discharge. This scope of work will start the detailed design of the WWTP improvements and take us to, and through the award of the construction bidding process.</p> <p>This does not include Construction phase engineering.</p> <p>There will be expenses in 2016 & 2017 Budget years for this legislation.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	2015 Budget- \$300,000.00	
	Expenditure \$:	Total \$3,850,000.00 + an approx. 2.79% contingency of \$107,470.00= \$3,957,470.00	
	Source of Funds:	OEPA-DEFA low interest loans for Planning & Design.	
	Narrative:	The Planning and Design Loan from OEPA-WPCLF was approved. Sewer rates will need to be adjusted in order to pay back the Planning and Design Loan. 2015 is also the payoff year for a previous major loan.	
OPTIONS (Include Deny /Approval Option)	1.	Deny and the city would face possible fines and administrative action by the OEPA Director for not meeting the approved schedule for SSO removal along with possible Findings and Orders from the Ohio Attorney General.	
	2.	Approve and continue to move forward with Facility Master Plan.	
	3.		
	4.		
PROJECT TIMELINE	This timeline will take the city all the way to the Construction Phase of the Project. See attached Schedule.		

STAFF RECOMMENDATION	Approve and continue with meeting the NPDES Schedule of Compliance
ATTACHMENTS	Amendment NO. 2 Agreement between owner and Engineer. Milestone Schedule from approved Facility Plan. OEPA Approval Letter

**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 May 31, 2013, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wastewater Treatment Plant on May 31, 2013, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of services, 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; and

WHEREAS, all amended terms in this Agreement have been approved and authorized by the Piqua City Commission in a public meeting held _____, 2015, where Resolution R-__-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:

Project Description

ENGINEER will provide professional engineering services to design the Wastewater Treatment Plant Upgrade and Expansion based on the Amended Wastewater Treatment Plant Facility Plan and Preliminary Engineering Report dated November 2014 (hereinafter, 2014 Facility Plan). The Scope of Services contained herein is based on ENGINEER's understanding of the OWNER's needs, familiarity with the work to be performed, and discussions with OWNER's staff.

1.0 ENGINEER'S SERVICES

1.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

- 1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.
- 1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.
- 1.1.4 Evaluate various alternate solutions available to OWNER as described herein, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

- 1.1.5 Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.
- 1.1.6 Furnish the Report to and review it with OWNER.
- 1.1.7 Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein.
- 1.1.8 Submit the Report within the stipulated period indicated herein.
- 1.1.9 ENGINEER's Services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph I.1 are amended and supplemented as follows:

- 1.1.10 The Report identified in 1.1.5 is a Preliminary Design Report (Report) that will finalize the basis of design for the Project. The Report will be submitted as part of the 30% complete design submittal. See paragraph 1.2.8. The Report will include a compilation of Technical Memoranda that will support the conclusions and recommendations of the Report for final detailed design of improvements.

The Report will include recommendations for final detailed design of a 7.0-MGD wastewater treatment plant (WWTP) with a peak-flow treatment capacity of 22.5 MGD. The Report will build upon evaluations and recommendations contained in the 2014 Facility Plan approved by Ohio EPA, confirming the design criteria, selected technologies, treatment capacity, dimensions, and layout of each of the following aspects of the project:

- a. Preliminary WWTP Site Piping Plan
- b. Preliminary WWTP Site Grading Plan, incorporating geotechnical report data and recommendations
- c. Flow control of all influent trunk sewers through new junction chambers and gates
- d. Preliminary Treatment Building housing the following unit processes:
 - Raw sewage pumping
 - Floatable solids removal and disposal
 - Mechanical and manual screening with solids washing and disposal
 - Grit removal, washing, and disposal
 - Secondary treatment facilities, including the following: Two parallel oxidation ditches

sized to treat an average-day, maximum-month flow rate of 7.0 MGD and a peak flow rate of 22.5 MGD

- Wastewater mixer/aerators within the oxidation ditches
 - Anoxic and aerobic zones and wastewater recycle configuration within the oxidation ditches for nutrient removal
 - Anaerobic treatment tankage for phosphorus removal
 - Chemical feed system for phosphorus removal
 - Three parallel final settling tanks sized to treat a peak flow rate of 22.5 MGD
 - Return activated sludge (RAS) and waste activated sludge (WAS) pump station
- e. Ultraviolet (UV) disinfection system for secondary effluent
- f. Sludge/Biosolids management facilities, including:
- Aerobic digesters
 - Retrofitting of existing anaerobic digesters for aerobic digestion, or:
 - Retrofitting existing aeration tanks for aerobic digestion
 - Digester Operations Building
 - Sludge thickening equipment
 - Sludge Dewatering Building housing sludge dewatering equipment and dewatered biosolids storage area

Evaluations of the following treatment processes will be needed to arrive at final design recommendations within the Report. The maximum number of alternatives for each treatment process to determine final recommendations are listed below:

- a. Phosphorus removal facility requirements for compliance with projected future NPDES Permit discharge limits (2 alternatives)
- b. UV disinfection treatment alternatives (3 alternatives)
- c. Effluent pumping design alternatives (2 alternatives)
- d. Aerobic digestion tank selection, based on available facilities at the existing WWTP (2 alternatives)
- e. Sludge thickening equipment and process approach (2 alternatives)
- f. Sludge dewatering equipment (2 alternatives)

The Report will also include decisions regarding design preferences and WWTP control strategies that will be presented and discussed during the Draft Preliminary Design Report Review Workshop. The design preferences and WWTP control strategies will address the following:

- a. Application points for all chemicals
- b. Pump types and capacities for all pump stations throughout the WWTP including:
 - Raw sewage pumps
 - Grit pumps
 - Scum and sump pumps
 - Chemical feed pumps

- RAS/WAS pumps
 - Effluent pumps
 - Digested sludge pumps
 - Thickened sludge pumps
- c. Chemical feed and storage requirements
 - d. Preliminary structural design requirements
 - e. Preliminary heating, ventilation, and air conditioning (HVAC) design requirements
 - f. Preliminary plumbing and fire protection design requirements
 - g. Preliminary electrical design requirements, including electrical power feed to and between facilities and connection to an existing standby power generator
 - h. Preliminary Supervisory Control and Data Acquisition (SCADA) requirements
 - i. Regulatory and permitting requirements that may impact final design
 - j. Building envelope materials and architectural treatments
 - k. Civil/site work consisting of access roadways, parking areas, walkways, fencing, security systems, landscaping, interconnecting piping, and on-site detention pond for stormwater drainage.

The Report shall not include analysis of the following items previously included in the 2014 Facility Plan, unless specifically identified as additional services and agreed to by the OWNER and ENGINEER in writing and in advance of the work proceeding:

- a. Analysis of current or historic WWTP influent flow data
- b. Evaluation of treatment process alternatives other than the recommended alternative
- c. Condition assessment of existing facilities and/or other wastewater system assets
- d. Other facilities not identified under paragraph 1.1.10
- e. Evaluation of alternative biosolids disposal or dewatering practices and/or techniques

One electronic and four hard copies of the Draft Report will be completed and submitted to the OWNER for review prior to the Draft Preliminary Design Report Review Workshop. After the Workshop and a period of review by the OWNER, the Report will be revised to incorporate agreed-upon comments from the OWNER, and one electronic and four hard copies of the Final Report will be completed and delivered to the OWNER.

- 1.1.11 ENGINEER will contract with a geotechnical engineering firm to perform geotechnical exploration at the WWTP site and evaluate general subsurface conditions at proposed areas of new construction as identified by the ENGINEER. These soil borings will be in addition to and supplement the borings that the OWNER obtained for past projects. It is expected that there will be a maximum of 16 borings. Additional borings will be viewed as out of scope and the work and costs associated with said work would need written authorization from OWNER prior to the work proceeding.

- 1.1.12 ENGINEER will contract for professional surveying services to perform property records research and a topographic survey to supplement the existing survey of the existing and proposed WWTP site. The survey will include sufficient boundary references found in the field and correlated to property records such that property boundary exhibits can be produced and supplied to the OWNER for property acquisition.
- 1.1.13 ENGINEER will contract with a materials testing firm to inspect existing facilities identified by the ENGINEER for hazardous materials such as asbestos, PCBs, and lead paint. The scope of services will require the inspection of up to three buildings on the existing wastewater treatment plant site and the development of a report documenting the findings of the inspection and recommendations for remediation if necessary.

1.2 Design Phase

- 1.2.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the standards of the Construction Specifications Institute).
- 1.2.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.2.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.2.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.2.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

- 1.2.7 Project Management and Meetings – ENGINEER will perform necessary project management and oversight during the Report and Detailed Design phases, prepare monthly invoices, coordinate subcontractor payments, and perform other necessary project-related administrative tasks. ENGINEER will attend meetings, listed below, to facilitate Report and design review by the OWNER and other stakeholders during the Report and detailed design process. ENGINEER will submit three copies of submittal documents to the OWNER ahead of the meetings for review. All workshops and progress review meetings will be held at ENGINEER's office. Monthly review meetings will be held either by conference call or at the OWNERS offices.

- Project Quality Management (PQM) Workshop/Kickoff Meeting (full-day)
- Monthly Progress Meetings (up to 18)
- Up to six local one-day Site Visits to evaluate process equipment at other municipal WWTPs
 - UV disinfection equipment
 - Grit removal equipment
 - Sludge dewatering equipment
- Draft Preliminary Design Report Review Workshop (full-day)
- 30% , 60%, and 90% Design Progress Meetings (full-day)
- Presentation of Report to City Commission
- Meeting with Ohio EPA/DEFA
- Presentation of completed Project Design to City Commission

Should the project schedule run longer than the 117 weeks described herein at no fault of ENGINEER, additional project management time and meetings will be viewed as beyond the Basic Scope of Services and ENGINEER will need written authorization from OWNER on the additional services and costs associated with said additional services prior to proceeding.

- 1.2.8 Detailed Design – ENGINEER will prepare the Detailed Design based on the accepted Report that involves preparation of Contract Documents. Detailed Design shall be in accordance with the 2014 Facility Plan approved by Ohio EPA, and “Recommended Standards for Wastewater Facilities (Ten States Standards)” unless variance(s) are identified, justified and approvable. The Contract Documents will consist of Contract Drawings and Project Manual as follows:

Contract Drawings: Contract Drawings will show the general scope, extent and character of the work to be performed by Contractors. The Drawings will include all usual and necessary architectural, civil, structural, process mechanical, building mechanical/HVAC, plumbing & fire protection, electrical and instrumentation features of the project. Drawings will be prepared using 2D design, compatible with AutoCAD Version 2014 and shall be standard D-size sheets (22-inch x 34-inch). This Scope of Services includes up to 442 Drawings, as shown in Exhibit B. Should the design require more than 442 Drawings, ENGINEER will require written authorization from the OWNER on the additional services and costs associated with said work prior to the work proceeding.

Project Manual: The Project Manual will include the advertisement for bids, instructions to bidders, bid form, bonds, agreement forms, conditions of the contract, and detailed technical specifications, all subject to approval of OWNER’s legal counsel. The specifications will set forth the kind and quality of various materials to be placed into the construction, the type, capacity, operating requirements, and efficiency of all equipment and auxiliaries, pertinent tests and guarantees to be met, and similar information needed to promote competitive bids for the construction of the Project. The Project Manual will be prepared using ENGINEER’s standard documents customized to meet the specific requirements of the Project.

- a. Civil Design - ENGINEER’s civil design services for the Project will include preparation of Contract Documents for site paving, grading and drainage, fencing, landscaping, proposed piping plan, and vehicular/equipment access, as well as locations of new WWTP structures. Contract Documents will also show abandonment or demolition of the following existing structures:
- Raw Sewage Pump Station

- Screening and Grit Removal Building, tanks, channels, and appurtenances
- b. Process Mechanical Design - ENGINEER will prepare Contract Documents for necessary mechanical equipment such as valves, piping, process equipment, chemical storage and feed equipment, WWTP raw sewage pumps, grit pumps, scum pumps, chemical feed pumps, RAS pumps, WAS pumps, effluent pumps, digested sludge pumps, thickened sludge pumps, digester blowers and ancillary facilities identified in the 2014 Facility Plan.
 - ENGINEER will assist OWNER in the pre-selection of process equipment for inclusion in the bidding documents, including grit removal equipment, UV disinfection equipment, and sludge dewatering equipment.
 - c. Structural Design – ENGINEER’s structural design services will include preparation of Contract Documents for all concrete structures such as the cast-in-place treatment plant tankage, building foundations and slabs on grade, and structural steel framework and masonry walls for building superstructures.
 - d. Architectural Design – ENGINEER will prepare Contract Documents for the WWTP buildings that will depict the exterior elevations and interior finishes, door and window schedules, signage, wall sections and details, roof details, skylights, door hardware, and casework. Design will also include architectural renovation necessary to extend the useful life of any buildings to remain in service.
 - e. Building Mechanical/HVAC Design – ENGINEER will prepare Contract Documents for heating, ventilation, and air conditioning systems for the new WWTP Preliminary Treatment Building, RAS Pump Station Building, Existing Operations Control Building, Sludge Thickening Building, and Sludge Dewatering Building. Contract Documents will include ventilation schedules, systems diagrams and mechanical plans for process area heating and ventilation equipment, laboratory air conditioning equipment, office air conditioning equipment and employee facilities air conditioning equipment. Design will also include existing mechanical systems replacement/renovation necessary to extend the useful life of any buildings to remain in service.
 - f. Plumbing and Fire Protection Design – ENGINEER will prepare Contract Documents for plumbing systems and fire protection design and installation criteria for fire protection systems for the new WWTP Preliminary Treatment Building, RAS Pump Station Building, Existing Operations Control Building, Sludge Thickening Building, and Sludge Dewatering Building. Contract Documents will include plumbing diagrams, potable water systems, protected water systems, sanitary systems, sump pump discharge systems, storm water systems and natural gas systems. Design services do not include laboratory water systems, laboratory gas systems, and laboratory acid waste systems.
 - g. Electrical Design – ENGINEER will prepare Contract Documents for electrical modifications including a new electrical service for the WWTP relying on OWNER supplied transformer(s) and service entrance to the new site. Contract Documents will include single line diagrams, wiring schematics, site electrical plans, power plans, and electrical plans for treatment units, pumps and blowers, and self-contained generator. Design will also include existing electrical system modifications as required for modifications to existing equipment.
 - h. Instrumentation Design – ENGINEER will prepare Contract Documents for necessary instrumentation for the Project to monitor and control key parameters such as flow, level, aerator and blower operation, and alarms for the new facilities. Contract Documents will include system architecture for the WWTP, P&IDs, instrument installation details, control panel layouts including front panel, sub panel and internal panel elementary wiring schematics, instrumentation specifications including device schedules and I/O list with

control narrative based on the ENGINEER performing non-packaged imbedded PLC/OIT programming and all SCADA/HMI configuration and programming as part of the construction phase services amendment.

- i. Cost Estimating – ENGINEER will utilize its in-house cost estimating staff to develop four Engineer’s Opinions of Probable Construction Cost: 30%, 60%, 90%, and 100% complete design stages. ENGINEER will advise the OWNER on relative cost differences for certain facility features so the OWNER can make informed decisions about desired features, their benefit, and cost. Additional cost estimates will be viewed as additional services that must be authorized by the OWNER in advance of ENGINEER performing said work.
- j. Regulatory Approvals – ENGINEER will submit the final Contract Documents to Ohio EPA for review and approval. ENGINEER will also prepare a Notice of Intent for an NPDES General Permit for Stormwater Associated with Construction Activity. ENGINEER will also submit a Permit to Install (PTI) application to Ohio EPA.
- k. ENGINEER assumes that the OWNER will apply for Zoning and Building Permits and the selected contractor(s) will apply for other permits necessary for construction activities, such as electrical and plumbing permits. OWNER will be responsible for all associated plan review and permit fees.
- l. Ohio EPA/DEFA Assistance – ENGINEER will assist OWNER in submitting all documentation needed for the technical requirements portion of submittals to Ohio EPA Division of Environmental and Financial Assistance (DEFA) to seek funding for the Project under the Water Pollution Control Loan Fund (WPCLF). ENGINEER will attend one meeting with OWNER and others to address application and technical support issues.
- m. ENGINEER will prepare for OWNER submittal payment requests to Ohio EPA for ENGINEER invoices, if required.
- n. The Detailed Design will not include the following items:
 - Detailed flood studies for the existing or expanded plant site
 - Design of treatment process alternatives that were not included in the 2014 Facility Plan
 - WWTP capacity expansion above 7.0 MGD (average daily / maximum-month design flow) / 22.5 MGD (peak design flow)
 - Future WWTP facilities

1.3 Bidding or Negotiating Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent Opinion of Probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.3.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.3.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.3.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

- 1.3.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.3.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

- 1.3.6 ENGINEER will assist the OWNER in soliciting bids from contractors to receive competitive bids for the Project. ENGINEER will perform the following subtasks for the bidding phase:
 - a. Distribute Bidding Documents – Assist the OWNER in distributing Bidding Documents to prospective Bidders, plan rooms, and other interested parties through the use of a third party reproduction firm. ENGINEER will provide digital copy of documents to a reproduction firm who will sell and distribute Bidding Documents to interested parties.
 - b. Pre-bid Meeting – Attend and assist in conducting a pre-bid meeting. The meeting agenda and minutes will be provided by ENGINEER for issuing to all plan holders as an addendum to the Bidding Documents.
 - c. Respond to Bidders' Questions – Respond to Bidders' questions regarding the Project as they arise during the bidding phase. Questions pertaining to material changes or requiring clarification of the Bidding Documents will be included in an Addendum.
 - d. Addenda – Prepare up to four addenda to clarify Bid documents, make corrections, and provide additional information (e.g. pre-bid meeting minutes) and distribute copies to plan holders.
 - e. Attend Bid Opening – ENGINEER will attend the bid opening with the OWNER to open and record bid results.
 - f. Evaluate Bids – Tabulate and evaluate bids received and make a recommendation to OWNER for award of a construction contract.
 - g. Attend City Commission Meeting – Assist in award of the construction contract for the Project.
 - h. Assistance with OEPA/DEFA documentation – Coordinate with OWNER, contractors and OEPA/DEFA for documenting contractor compliance with funding agency requirements.

1.4 Construction Phase

ENGINEER's services during the Construction Phase including General Services, Resident Project Representation (RPR) Services, Applications Engineering Services, Start-up Services, preparation of an Operations and Maintenance Manual, and preparation of a Computerized Maintenance Management System are not part of this Agreement. Additional Scope of Services and fee for Construction Phase, RPR, Applications Engineering Services, Start-up Services, preparation of an Operations and Maintenance Manual, and preparation of a Computerized Maintenance Management System will be authorized at a later date, at or near the completion of the detailed design services, by the OWNER as an Amendment to this Agreement.

2. The responsibilities of OWNER as described in the Agreement and Amendment No. 1 are amended and supplemented as follows:

2.1. See original Agreement dated May 31, 2013 and Amendment No. 1 dated April 25, 2014.

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

Task	Time Duration (weeks after Notice to Proceed)
PQM Workshop/Kickoff Meeting	1
Submit 30% Deliverable	35
Submit 60% Deliverable	57
Submit 90% Deliverable	70
Complete Final Design	79
Submit Ohio EPA Plan Approval Application and other Permit Applications	79
Receive Ohio EPA Approval	96*
Advertise for Bids	105
Award Construction Contracts	113
Begin Construction	117

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

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 \$3,850,000. The table below shows the total estimated fee for each 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. ENGINEER cannot exceed this amended amount unless receiving prior authorization from OWNER in writing.

Task Description	Estimated Fee
Task 1 – Project and Quality Management, Kickoff Meeting, Progress Meetings, and Site Visits	\$795,012
Task 2 – 30% Design and Preliminary Design Report	\$1,244,053
Task 3 – 60% Design	\$820, 559
Task 4 – 90% Design	\$582,375

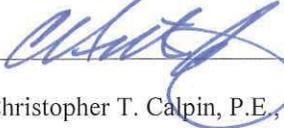
Task 5 – 100% Design	\$323,395
Task 6 – Bidding Services	\$84,606
Total Estimated Amount for Amendment No. 2 Services	\$3,850,000
Original Agreement Amount, including Amendment No. 1	\$352,600
Amount Expended on Original Agreement and Amendment No. 1	\$284,388
Amount Remaining from Original Agreement and Amendment No. 1	\$68,212
Additional Amount Required to Complete Amended Services	\$3,781,788
Total Amendment No. 2 Not-to-Exceed Amount	\$4,134,388

ENGINEER will invoice the services performed based on Exhibit C, ENGINEER’s Fee Schedule for Professional Services (attached). ENGINEER will not proceed with any work that is beyond the Basic Scope of Services of this Amendment without receiving prior written authorization from OWNER on the cost and scope of said out-of-scope work.

5. Except as herein modified, all terms and conditions of the May 31, 2013 Agreement and April 25, 2014 Amendment No. 1 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



Christopher T. Calpin, P.E., BCEE, Senior Vice President, CDM Smith Inc.

DATE: 4/24/15

OWNER

Gary A. Huff

DATE: _____

Approved as to form:

By: _____

Title: City Law Director

EXHIBIT B
CDM SMITH INC.
PIQUA WWTP DESIGN DRAWINGS LIST

Sheet No.	GENERAL
1	CVR COVER SHEET
2	G-1 SHEET INDEX SHEET 1
3	G-2 SHEET INDEX SHEET 2
4	G-3 SHEET INDEX SHEET 3
5	G-4 GENERAL NOTES, SYMBOLS, LEGEND AND ABBREVIATIONS
6	G-5 PROCESS DESIGN CRITERIA
7	G-6 CHEMICAL SYSTEMS DESIGN CRITERIA
8	G-7 HYDRAULIC PROFILE
	CIVIL
9	C-1 EXISTING SITE PLAN AND DEMOLITION
10	C-2 SURVEY CONTROL AND SITE PLAN
11	C-3 SOIL BORING LOCATIONS
12	C-4 YARD PIPING PLAN
13	C-5 GENERAL YARD PIPING NOTES
14	C-6 PAVING, GRADING & DRAINAGE PLAN
15	C-7 SITE CROSS SECTIONS
16	C-8 SITE CROSS SECTIONS
17	C-9 YARD PIPING PROFILES
18	C-10 YARD PIPING PROFILES
19	C-11 YARD PIPING PROFILES
20	C-12 YARD PIPING PROFILES
21	C-13 STORM DRAIN PROFILES
22	C-14 STORM DRAIN PROFILES
23	C-15 LANDSCAPE SITE PLAN
24	C-16 LANDSCAPE DETAILS
25	CD-1 STANDARD CIVIL DETAILS I
26	CD-2 STANDARD CIVIL DETAILS II
27	CD-3 STANDARD CIVIL DETAILS III
28	CD-4 STANDARD CIVIL DETAILS IV
29	CD-5 STANDARD CIVIL DETAILS V
30	CD-6 STANDARD CIVIL DETAILS VI
31	CD-7 STANDARD CIVIL DETAILS VII
32	CD-8 STANDARD CIVIL DETAILS VIII

EXHIBIT B
CDM SMITH INC.
PIQUA WWTP DESIGN DRAWINGS LIST

Sheet No.	GENERAL
	ARCHITECTURAL
33	A-1 ABBREVIATIONS, NOTES AND SYMBOLS
34	A-2 CODE SUMMARY AND LIFE SAFETY PLAN
35	A-3 CODE SUMMARY AND LIFE SAFETY PLAN
36	A-4 PRELIMINARY TREATMENT BUILDING BASEMENT PLAN
37	A-5 PRELIMINARY TREATMENT BUILDING GROUND FLOOR PLAN
38	A-6 PRELIMINARY TREATMENT BUILDING ROOF PLAN
39	A-7 PRELIMINARY TREATMENT BUILDING ELEVATIONS
40	A-8 PRELIMINARY TREATMENT BUILDING ELEVATIONS
41	A-9 PRELIMINARY TREATMENT BUILDING SECTIONS
42	A-10 PRELIMINARY TREATMENT BUILDING WALL SECTIONS
43	A-11 PRELIMINARY TREATMENT BUILDING WALL SECTIONS
44	A-12 PRELIMINARY TREATMENT BUILDING STAIR PLAN AND SECTIONS
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46	A-14 RETURN ACTIVATED SLUDGE PUMP STATION GROUND FLOOR PLAN
47	A-15 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING ROOF PLAN
48	A-16 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING ELEVATIONS
49	A-17 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING ELEVATIONS
50	A-18 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING SECTIONS
51	A-19 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING WALL SECTIONS
52	A-20 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING WALL SECTIONS
53	A-21 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING STAIR PLAN AND SECTIONS
54	A-22 GRAVITY BELT THICKENER BUILDING BASEMENT PLAN
55	A-23 GRAVITY BELT THICKENER BUILDING GROUND FLOOR PLAN
56	A-24 GRAVITY BELT THICKENER BUILDING ROOF PLAN
57	A-25 GRAVITY BELT THICKENER BUILDING ELEVATIONS
58	A-26 GRAVITY BELT THICKENER BUILDING ELEVATIONS
59	A-27 GRAVITY BELT THICKENER BUILDING SECTIONS
60	A-28 GRAVITY BELT THICKENER BUILDING WALL SECTIONS
61	A-29 GRAVITY BELT THICKENER BUILDING WALL SECTIONS
62	A-30 BIOSOLIDS DEWATERING AND STORAGE BUILDING BASEMENT PLAN
63	A-31 BIOSOLIDS DEWATERING AND STORAGE BUILDING GROUND FLOOR PLAN
64	A-32 BIOSOLIDS DEWATERING AND STORAGE BUILDING ROOF PLAN

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66	A-34 BIOSOLIDS DEWATERING AND STORAGE BUILDING ELEVATIONS
67	A-35 BIOSOLIDS DEWATERING AND STORAGE BUILDING SECTIONS
68	A-36 BIOSOLIDS DEWATERING AND STORAGE BUILDING WALL SECTIONS
69	A-37 BIOSOLIDS DEWATERING AND STORAGE BUILDING WALL SECTIONS
70	A-38 AEROBIC DIGESTER OPERATIONS BUILDING BASEMENT PLAN
71	A-39 AEROBIC DIGESTER OPERATIONS BUILDING GROUND FLOOR PLAN
72	A-40 AEROBIC DIGESTER OPERATIONS BUILDING ROOF PLAN
73	A-41 AEROBIC DIGESTER OPERATIONS BUILDING ELEVATIONS
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75	A-43 UV BUILDING GROUND FLOOR AND ROOF PLAN
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78	A-46 ROOM FINISH SCHEDULE
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85	A-53 DETAILS
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87	S-2 STRUCTURAL GENERAL NOTES - SHEET 2
88	S-3 INFLUENT SEWER JUNCTION CHAMBERS 1 & 2 - ROOF AND FLOOR SLAB PLANS
89	S-4 INFLUENT SEWER JUNCTION CHAMBERS 1 & 2 - SECTIONS & DETAILS
90	S-5 PRELIMINARY TREATMENT BUILDING - FOUNDATION PLAN
91	S-6 PRELIMINARY TREATMENT BUILDING GROUND FLOOR PLAN
92	S-7 PRELIMINARY TREATMENT BUILDING ROOF PLAN
93	S-8 PRELIMINARY TREATMENT BUILDING - ELEVATIONS & SECTIONS (1)
94	S-9 PRELIMINARY TREATMENT BUILDING - ELEVATIONS & SECTIONS (2)
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96	S-11 PRELIMINARY TREATMENT BUILDING - SECTIONS AND DETAILS (1)

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99	S-14 ANAEROBIC TANK - SECTIONS AND DETAILS
100	S-15 OXIDATION DITCH #1 - BASE SLAB PLAN
101	S-16 OXIDATION DITCH #1 - UPPER FLOOR PLAN
102	S-17 OXIDATION DITCH #2 - BASE SLAB PLAN
103	S-18 OXIDATION DITCH #2 - UPPER FLOOR PLAN
104	S-19 OXIDATION DITCHES #1 & #2 - SECTIONS AND DETAILS (1)
105	S-20 OXIDATION DITCHES #1 & #2 - SECTIONS AND DETAILS (2)
106	S-21 SECONDARY CLARIFIER FLOW SPLITTER BOX - PLANS, SECTIONS & DETAILS
107	S-22 SECONDARY CLARIFIERS - LOWER LEVEL PLAN
108	S-23 SECONDARY CLARIFIERS - UPPER LEVEL PLAN
109	S-24 SECONDARY CLARIFIERS - SECTIONS AND DETAILS (1)
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111	S-26 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING - BASEMENT FLOOR PLAN
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113	S-28 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING - ROOF PLAN
114	S-29 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING - SECTIONS & DETAILS (1)
115	S-30 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING - SECTIONS & DETAILS (2)
116	S-31 UV DISINFECTION SYSTEM - TANK DEMOLITION PLAN AND SECTIONS
117	S-32 UV DISINFECTION SYSTEM - TANK MODIFICATION PLAN
118	S-33 UV DISINFECTION SYSTEM - TANK MODIFICATION SECTIONS AND DETAILS
119	S-34 EFFLUENT PUMP STATION UPGRADE - PLANS
120	S-35 EFFLUENT PUMP STATION UPGRADE - SECTIONS AND DETAILS
121	S-36 AEROBIC DIGESTERS DEMOLITION PLAN
122	S-37 AEROBIC DIGESTERS DEMOLITION SECTIONS & DETAILS
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126	S-41 GRAVITY BELT THICKENER BUILDING - FLOOR PLAN
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128	S-43 GRAVITY BELT THICKENER BUILDING - ELEVATIONS & SECTIONS
129	S-44 GRAVITY BELT THICKENER BUILDING - SECTIONS AND DETAILS

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131	S-46 BIOSOLIDS DEWATERING AND STORAGE BUILDING - ROOF PLAN
132	S-47 BIOSOLIDS DEWATERING AND STORAGE BUILDING - ELEVATIONS & SECTIONS
133	S-48 BIOSOLIDS DEWATERING AND STORAGE BUILDING - SECTIONS AND DETAILS
134	SD-1 STANDARD CONCRETE DETAILS I
135	SD-2 STANDARD CONCRETE DETAILS II
136	SD-3 STANDARD CONCRETE DETAILS III
137	SD-4 STANDARD STRUCTURAL STEEL DETAILS I
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139	SD-6 STANDARD MISCELLANEOUS METALS DETAILS
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141	SD-8 SPECIAL INSPECTIONS I
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146	M-4 PRELIMINARY TREATMENT BUILDING INFLUENT PUMP STATION LOWER LEVEL PLAN
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148	M-6 PRELIMINARY TREATMENT BUILDING INFLUENT PUMP STATION SECTIONS
149	M-7 PRELIMINARY TREATMENT BUILDING BASEMENT FLOOR PLAN
150	M-8 PRELIMINARY TREATMENT BUILDING MAIN FLOOR PLAN
151	M-9 PRELIMINARY TREATMENT BUILDING SECTIONS AND DETAILS 1
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155	M-13 PRELIMINARY TREATMENT BUILDING GRIT TANK UPPER LEVEL PLAN
156	M-14 PRELIMINARY TREATMENT BUILDING GRIT TANK SECTIONS
157	M-15 ANAEROBIC TANK BOTTOM SLAB PLAN
158	M-16 ANAEROBIC TANK SECTIONS AND DETAILS
159	M-17 OXIDATION DITCHES LOWER LEVEL PLAN
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164	M-22 OXIDATION DITCHES SECTIONS AND DETAILS 4
165	M-23 SECONDARY CLARIFIER FLOW SPLITTER BOX PLANS AND SECTIONS
166	M-24 SECONDARY CLARIFIERS LOWER LEVEL PLAN
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168	M-26 SECONDARY CLARIFIERS SECTIONS AND DETAILS 1
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170	M-28 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING BASEMENT PLAN
171	M-29 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING MAIN FLOOR PLAN
172	M-30 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING ROOF PLAN
173	M-31 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING SECTIONS
174	M-32 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING SECTIONS
175	M-33 UV DISINFECTION SYSTEM PLAN
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177	M-35 EFFLUENT PUMP STATION UPGRADE PLAN
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180	M-38 POST-AERATION / OUTFALL PLANS AND SECTIONS
181	M-39 AEROBIC DIGESTERS LOWER LEVEL PLAN
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185	M-43 AEROBIC DIGESTERS OPERATIONS BUILDING LOWER LEVEL PLAN
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187	M-45 AEROBIC DIGESTERS OPERATIONS BUILDING SECTIONS AND DETAILS
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189	M-47 GRAVITY BELT THICKENER BUILDING PLAN
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191	M-49 GRAVITY BELT THICKENER BUILDING SECTIONS AND DETAILS
192	M-50 BIOSOLIDS DEWATERING AND STORAGE BUILDING PLAN
193	M-51 BIOSOLIDS DEWATERING AND STORAGE BUILDING SECTIONS AND DETAILS
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204	MD-9 STANDARD MECHANICAL DETAILS IX
205	MD-10 STANDARD MECHANICAL DETAILS X
206	MD-11 STANDARD MECHANICAL DETAILS I SLUICE GATE AND SLIDE GATE SCHEDULE
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207	H-1 LEGEND, SYMBOLS, AND ABBREVIATIONS
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210	H-4 SITE PLAN
211	H-5 PRELIMINARY TREATMENT BUILDING LOWER LEVEL
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217	H-11 AEROBIC DIGESTERS OPERATIONS BUILDING LOWER LEVEL FLOOR PLAN
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219	H-13 AEROBIC DIGESTERS OPERATIONS BUILDING ROOF PLAN
220	H-14 GRAVITY BELT THICKENER BUILDING FLOOR PLAN
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222	H-16 BIOSOLIDS DEWATERING AND STORAGE BUILDING FLOOR PLAN
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224	H-18 EXISTING BUILDING 1 RENOVATION FLOOR PLAN
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230	H-24 EQUIPMENT SCHEDULES
231	H-25 CONTROL DIAGRAMS AND SEQUENCES
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235	H-29 HVAC DETAILS
236	H-30 HVAC DETAILS
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237	P-1 LEGEND, SYMBOLS AND ABBREVIATIONS
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239	P-3 PRELIMINARY TREATMENT BUILDING BELOW SLAB PIPING
240	P-4 PRELIMINARY TREATMENT BUILDING LOWER LEVEL
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242	P-6 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING BELOW SLAB PIPING
243	P-7 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING BASEMENT PLAN
244	P-8 RETURN ACTIVATED SLUDGE PUMP STATION BUILDING MAIN FLOOR PLAN
245	P-9 AEROBIC DIGESTERS OPERATIONS BUILDING BELOW SLAB PIPING
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247	P-11 AEROBIC DIGESTERS OPERATIONS BUILDING UPPER LEVEL FLOOR PLAN
248	P-12 GRAVITY BELT THICKENER BUILDING BELOW SLAB PIPING
249	P-13 GRAVITY BELT THICKENER BUILDING FLOOR PLAN
250	P-14 BIOSOLIDS DEWATERING AND STORAGE BUILDING BELOW SLAB PIPING
251	P-15 BIOSOLIDS DEWATERING AND STORAGE BUILDING FLOOR PLAN
252	P-16 WASTE AND VENT PIPING DIAGRAMS
253	P-17 WASTE AND VENT PIPING DIAGRAMS
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270	E-8 ELECTRICAL SITE PLAN I
271	E-9 INFLUENT JUNCTION CHAMBER ENLARGED PLAN
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276	E-14 UV DISINFECTION/EFFLUENT PUMP STATION ONE-LINE DIAGRAM
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278	E-16 OUTDOOR AREA CONTROL RISER I
279	E-17 OUTDOOR AREA CONTROL RISER II
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281	E-19 PRELIMINARY TREATMENT BUILDING ENLARGED SITE PLAN
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283	E-21 PRELIMINARY TREATMENT BUILDING ONE-LINE DIAGRAM II
284	E-22 PRELIMINARY TREATMENT BUILDING CONTROL ONE-LINE DIAGRAM I
285	E-23 PRELIMINARY TREATMENT BUILDING CONTROL ONE-LINE DIAGRAM II
286	E-24 PRELIMINARY TREATMENT BUILDING CONTROL ONE-LINE DIAGRAM III
287	E-25 PRELIMINARY TREATMENT BUILDING FIRE ALARM RISER
288	E-26 PRELIMINARY TREATMENT BUILDING POWER PLAN I
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291	E-29 PRELIMINARY TREATMENT BUILDING POWER PLAN IV
292	E-30 PRELIMINARY TREATMENT BUILDING LIGHTING/REC/FA PLAN I
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294	E-32 PRELIMINARY TREATMENT BUILDING LIGHTING/REC/FA PLAN III
295	E-33 PRELIMINARY TREATMENT BUILDING LIGHTING/REC/FA PLAN IV
296	E-34 PRELIMINARY TREATMENT BUILDING SECURITY/CCTV/COMM PLAN I
297	E-35 PRELIMINARY TREATMENT BUILDING SECURITY/CCTV/COMM PLAN II
298	E-36 PRELIMINARY TREATMENT BUILDING SECURITY/CCTV/COMM PLAN III
299	E-37 PRELIMINARY TREATMENT ELECTRICAL RISERS AND SCHEMATIC DIAGRAMS I
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301	E-39 PRELIMINARY TREATMENT BUILDING PANELBOARD SCHEDULES I
302	E-40 RAS PUMP STATION ENLARGED SITE PLAN
303	E-41 RAS PUMP STATION ONE-LINE DIAGRAM I
304	E-42 RAS PUMP STATION ONE-LINE DIAGRAM II
305	E-43 RAS PUMP STATION CONTROL ONE-LINE DIAGRAM I
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311	E-49 RAS PUMP STATION LIGHTING/REC/FA PLAN I
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313	E-51 RAS PUMP STATION LIGHTING/REC/RA PLAN III
314	E-52 RAS PUMP STATION SECURITY/CCTV/COMM PLAN I
315	E-53 RAS PUMP STATION SECURITY/CCTV/COMM PLAN II
316	E-54 RAS PUMP STATION RISERS AND SCHEMATIC DIAGRAMS I
317	E-55 RAS PUMP STATION RISERS AND SCHEMATIC DIAGRAMS II
318	E-56 RAS PUMP STATION PANELBOARD SCHEDULES I
319	E-57 BELT THICKENER DEMO PLAN I
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321	E-59 BELT THICKENER BUILDING ENLARGED SITE PLAN
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324	E-62 BELT THICKENER BUILDING CONTROL ONE-LINE DIAGRAM I
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326	E-64 BELT THICKENER BUILDING FIRE ALARM RISER
327	E-65 BELT THICKENER BUILDING POWER PLAN I
328	E-66 BELT THICKENER BUILDING POWER PLAN II
329	E-67 BELT THICKENER BUILDING LIGHTING/REC/FA PLAN I
330	E-68 BELT THICKENER BUILDING LIGHTING/REC/FA PLAN II
331	E-69 BELT THICKENER BUILDING SECURITY/CCTV/COMM Plan
332	E-70 BELT THICKENER BUILDING RISERS AND SCHEMATIC DIAGRAMS I
333	E-71 BELT THICKENER BUILDING RISERS AND SCHEMATIC DIAGRAMS II
334	E-72 BELT THICKENER BUILDING PANELBOARD SCHEDULES I
335	E-73 BELT PRESS DRYING BUILDING ENLARGED SITE PLAN
336	E-74 BELT PRESS DRYING BUILDING ONE-LINE DIAGRAM I
337	E-75 BELT PRESS DRYING BUILDING ONE-LINE DIAGRAM II
338	E-76 BELT PRESS DRYING BUILDING CONTROL ONE-LINE DIAGRAM I
339	E-77 BELT PRESS DRYING BUILDING CONTROL ONE-LINE DIAGRAM II
340	E-78 BELT PRESS DRYING BUILDING FIRE ALARM RISER
341	E-79 BELT PRESS DRYING BUILDING POWER PLAN I
342	E-80 BELT PRESS DRYING BUILDING POWER PLAN II
343	E-81 BELT PRESS DRYING BUILDING LIGHTING/REC/FA PLAN I
344	E-82 BELT PRESS DRYING BUILDING LIGHTING/REC/FA PLAN II
345	E-83 BELT PRESS DRYING BUILDING SECURITY/CCTV/COMM Plan
346	E-84 BELT PRESS DRYING BUILDING RISERS AND SCHEMATIC DIAGRAMS I
347	E-85 BELT PRESS DRYING BUILDING RISERS AND SCHEMATIC DIAGRAMS II
348	E-86 BELT PRESS DRYING BUILDING PANELBOARD SCHEDULES I
349	E-87 DIGESTER OPERATIONS BUILDING DEMO PLAN
350	E-88 DIGESTER OPERATIONS BUILDING NEW WORK PLAN
351	E-89 DIGESTER OPERATIONS BUILDING PARTIAL ONE-LINE DIAGRAM
352	E-90 DIGESTER OPERATIONS BUILDING CONTROL ONE-LINE DIAGRAM
353	E-91 DIGESTER OPERATIONS BUILDING PARTIAL POWER PLAN
354	E-92 DIGESTER OPERATIONS BUILDING PARTIAL LIGHTING/REC/FA PLAN
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359	E-97 GROUNDING PLAN II
360	E-98 GROUNDING PLAN III
361	E-99 GROUNDING PLAN IV
362	E-100 GROUNDING PLAN V
363	E-101 GROUNDING RISER DIAGRAM I
364	E-102 GROUNDING RISER DIAGRAM II
365	E-103 LIGHTING FIXTURE SCHEDULE I
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369	E-107 SITE DETAIL SHEET I
370	E-108 SITE DETAIL SHEET II
371	E-109 ELECTRICAL DETAILS I
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373	I-1 INSTRUMENTATION LEGEND
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375	I-3 PROCESS FLOW DIAGRAM
376	I-4 SYSTEM ARCHITECTURE
377	I-5 PROCESS & INSTRUMENTATION DIAGRAM INFLUENT SEWER & EQUALIZATION BASIN
378	I-6 PROCESS & INSTRUMENTATION DIAGRAM INFLUENT SEWER JUNCTION CHAMBERS 1 & 2
379	I-7 PROCESS & INSTRUMENTATION DIAGRAM INFLUENT PUMP STATION
380	I-8 PROCESS & INSTRUMENTATION DIAGRAM MECHANICAL SCREEN & BYPASS BAR SCREEN
381	I-9 PROCESS & INSTRUMENTATION DIAGRAM GRIT REMOVAL SYSTEM
382	I-10 PROCESS & INSTRUMENTATION DIAGRAM ANAEROBIC TANK
383	I-11 PROCESS & INSTRUMENTATION DIAGRAM OXIDATION DITCH NO. 1
384	I-12 PROCESS & INSTRUMENTATION DIAGRAM OXIDATION DITCH NO. 2
385	I-13 PROCESS & INSTRUMENTATION DIAGRAM SECONDARY CLARIFIER FLOW SPLITTER BOX
386	I-14 PROCESS & INSTRUMENTATION DIAGRAM SECONDARY CLARIFIER NO. 1
387	I-15 PROCESS & INSTRUMENTATION DIAGRAM SECONDARY CLARIFIER NO. 2

EXHIBIT B
CDM SMITH INC.
PIQUA WWTP DESIGN DRAWINGS LIST

Sheet No.	GENERAL
388	I-16 PROCESS & INSTRUMENTATION DIAGRAM SECONDARY CLARIFIER NO. 3
389	I-17 PROCESS & INSTRUMENTATION DIAGRAM RETURN ACTIVATED SLUDGE PUMP STATION
390	I-18 PROCESS & INSTRUMENTATION DIAGRAM WASTE ACTIVATED SLUDGE PUMPS
391	I-19 PROCESS & INSTRUMENTATION DIAGRAM UV DISINFECTION SYSTEM
392	I-20 PROCESS & INSTRUMENTATION DIAGRAM EFFLUENT PUMP STATION
393	I-21 PROCESS & INSTRUMENTATION DIAGRAM AEROBIC DIGESTER BLOWERS
394	I-22 PROCESS & INSTRUMENTATION DIAGRAM DIGESTED SLUDGE PUMPS
395	I-23 PROCESS & INSTRUMENTATION DIAGRAM GRAVITY BELT THICKENER
396	I-24 PROCESS & INSTRUMENTATION DIAGRAM THICKENED SLUDGE PUMPS
397	I-25 PROCESS & INSTRUMENTATION DIAGRAM BELT FILTER PRESS OR CENTRIFUGE
398	I-26 PROCESS & INSTRUMENTATION DIAGRAM NON-POTABLE WATER SYSTEM
399	I-27 PROCESS & INSTRUMENTATION DIAGRAM NUTRIENT REMOVAL CHEMICAL FEED SYSTEM
400	I-28 INSTRUMENT INSTALLATION DETAILS – 1 OF 5
401	I-29 INSTRUMENT INSTALLATION DETAILS – 2 OF 5
402	I-30 INSTRUMENT INSTALLATION DETAILS – 3 OF 5
403	I-31 INSTRUMENT INSTALLATION DETAILS – 4 OF 5
404	I-32 INSTRUMENT INSTALLATION DETAILS – 5 OF 5
405	I-33 PANEL LAYOUT PLC - EQ BASIN
406	I-34 WIRE DIAGRAM PLC - EQ BASIN
407	I-35 PANEL LAYOUT PLC - PRELIMINARY TREATMENT
408	I-36 WIRE DIAGRAM PLC - PRELIMINARY TREATMENT
409	I-37 PANEL LAYOUT PLC - SECONDARY TREATMENT
410	I-38 WIRE DIAGRAM PLC - SECONDARY TREATMENT
411	I-39 PANEL LAYOUT PLC - CHEM FEED SYSTEM
412	I-40 WIRE DIAGRAM PLC - CHEM FEED SYSTEM
413	I-41 PANEL LAYOUT PLC - BIOSOLIDS
414	I-42 WIRE DIAGRAM PLC - BIOSOLIDS
415	I-43 PANEL LAYOUT PLC - UV DISINFECTION
416	I-44 WIRE DIAGRAM PLC - UV DISINFECTION
417	I-45 PANEL DIAGRAM PLC - AEROBIC DIGESTERS
418	I-46 WIRE DIAGRAM PLC - AEROBIC DIGESTERS
419	I-47 PANEL DIAGRAM PLC - NON-POTABLE WATER SYSTEM
420	I-48 WIRE DIAGRAM PLC - NON-POTABLE WATER SYSTEM

EXHIBIT B
CDM SMITH INC.
PIQUA WWTP DESIGN DRAWINGS LIST

Sheet No.	GENERAL
421	I-49 PANEL DIAGRAM PLC - SUPERVISORY
422	I-50 WIRE DIAGRAM PLC - SUPERVISORY
423	I-51 OIT PANEL LAYOUT TYPICAL
424	I-52 PANEL LAYOUT RACKMOUNT SCADA COMUNICATION PANEL
425	I-53 PANEL LAYOUT RACKMOUNT UPS COMMUNICATION PANEL
426	I-54 LOCAL CONTROL STATION FOR OPEN/CLOSE VALVES TYPICAL
427	I-55 SOLENOID CONTROL PANEL LAYOUT TYPICAL
428	I-56 PANEL LAYOUT EMERGENCY ASSISTANCE PANEL
429	I-57 STANDARD ANALOG I/O CARD WIRING TEMPLATE
430	I-58 STANDARD DISCRETE I/O CARD WIRING TEMPLATE
431	I-59 INSTRUMENT SCHEDULES 1 OF 4
432	I-60 INSTRUMENT SCHEDULES 2 OF 4
433	I-61 INSTRUMENT SCHEDULES 3 OF 4
434	I-62 INSTRUMENT SCHEDULES 4 OF 4

**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	\$200.00
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

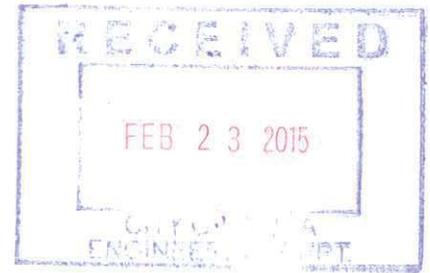
Laboratory - Unit prices for sample testing, handling, and storage will be established for individual assignments, if appropriate.

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.



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



CERTIFIED MAIL

February 19, 2015

Re: Miami County
City of Piqua General Plan
Application No. 1002761
Sewerage

City of Piqua
Attn: David Burtner
201 West Water Street
Piqua, Ohio 45356

Dear Mr. Burtner:

The Ohio Environmental Protection Agency, Division of Surface Water, has reviewed the City of Piqua's Amended Wastewater Treatment Plant Facility Plan and Preliminary Engineering Report (general plan) dated November 2014 and received on November 26, 2014, at the Southwest District Office of the Ohio EPA. The general plan outlines the evaluation and recommendation of liquid treatment train and solids treatment process alternatives for proposed WWTP improvements to accommodate projected future growth.

The General Plan is approved and a copy of the approved General Plan is enclosed with this letter. Any future submission of a permit to install application accompanied by detail plans, as required by Section 6111.44 et seq. of the Revised Code and Chapter 3745-42 of the Administrative Code must provide details for implementation of the recommended alternative outlined in the General Plan including the schedule for construction that conforms to the schedule in the General Plan. Construction shall not be initiated until the application for Permit to Install and the detailed plans have been approved. This approval of this general plan shall in no way be construed as acceptance or approval of an application for Permit to Install and detailed plans.

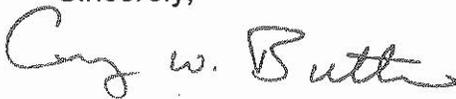
Should there be any questions regarding the requirements, meaning or interpretations of any of the above, please contact the Division of Surface Water, Permit Section at the Southwest District Office of the Ohio EPA.

City of Piqua
February 19, 2015
Page 2

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Ohio Treasurer Josh Mandel", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
77 South High Street, 17th Floor
Columbus, OH 43215

Sincerely,



Craig W. Butler
Director

Encl: Approved Plan

cc: Mr. Mark George, CDM Smith, 8805 Governor's Hill Drive Suite 305, Cincinnati, Ohio 45249.
Mr. Joe Miller, SWDO-DSW

Additional WWTP improvements and/or operational maintenance are also recommended for the existing plant to maintain its treatment performance and meet regulatory requirements as long as the existing facilities stay in service. To the extent that they are cost-effective and consistent with the City's operating goals, the following unit processes should receive needed maintenance, repairs, and investment to keep the existing WWTP operating successfully until a new WWTP is online:

- Improvements for regulatory compliance:
 - Gear box repairs for two of the influent screw pumps (currently underway)
 - Replacement of the mechanical fine screen and manual bypass screen to comply with biosolids regulations (currently underway)
- Improvements to be implemented only if cost-effective for ongoing operation:
 - Installation of new DO analyzers and better control of the internal recycle mixers within the aeration tanks for improved control and efficiency in aeration, and maintenance of a distinct anoxic zone within these tanks
 - Repair of the flow-control gates in the flow diversion chamber upstream of the secondary clarifiers, allowing more positive control of flow to the clarifiers and capability to isolate each clarifier for inspection and maintenance

Additional details for other improvements and preliminary design criteria for the recommended unit processes will be further developed in the Basis-of-Design Report, the first phase of the final design of this project. The Project Schedule for implementing the recommended treatment plant improvements is provided in **Table ES-9**.

Table ES-9: Proposed Implementation Schedule

Activity/Milestone	Approximate Dates	Months
Ohio EPA Amended WWTP Facility Plan and Preliminary Engineering Report Approval	9/2014 – 12/2014	3
Approval of Report by Piqua City Commission	1/2015	1
Detailed Design	4/2015 – 9/2016	18
Ohio EPA PTI Approval	10/2016 – 2/2017	5
Advertise for Bids	3/2017 – 4/2017	2
Award Construction Contract	5/2017	1
Begin Construction	6/2017	1
Construction Period	6/2017 – 2/2020	33
NPDES Milestone to Eliminate SSO	2/28/2020	

RESOLUTION NO. R-79-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

WHEREAS, the City of Piqua has been a recipient of Community Development Block Grant (CDBG) Microenterprise and Downtown Revitalization grant funds administered by the Ohio Development Services Agency, Office of Community Development (ODSA, OCD); and

WHEREAS, the City of Piqua has received program income as a result from administering the CDBG Microenterprise and Downtown Revitalization grant funds ; and

WHEREAS, the ODSA, OCD has requested the City of Piqua to execute an Economic Development Revolving Loan Fund (RLF) Agreement consistent with the rules and regulations promulgated by the United States Department of Housing and Urban Development; and

WHEREAS, the ODSA, OCD requires the City of Piqua to consolidate all existing Microenterprise RLF and Downtown Revitalization RLF accounts into a single Economic Development RLF account no later than December 31, 2015, and

WHEREAS, the City of Piqua has ninety (90) days after execution of the Economic Development RLF Administration Agreement to adopt an Economic Development RLF plan and submit to ODSA, OCD.

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 enter into the Economic Development Revolving Loan Fund (RLF) Administration Agreement with the State of Ohio Development Services Agency, Office of Community Development for the Period January 1, 2015 through December 31, 2017.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 5, 2015			
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A Resolution authorizing the City Manager to enter into the Economic Development Revolving Loan Fund (RLF) Agreement with the State of Ohio Development Services Agency for the period January 1, 2015 through December 31, 2017			
SUBMITTED BY	Name & Title: Justin A. Sommer, Assistant City Manager/ED Director Department: Development			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	Department Director;		<input type="checkbox"/> Other:	
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>In March 2015, the City of Piqua received correspondence from Ohio Development Services Agency, Office of Community Development (ODSA, OCD) on Economic Development Revolving Loan Fund Administration Agreement and Program changes. Communities administering Ohio State Administered CDBG Economic Development RLF's, Downtown RLFs, and/or Microenterprise RLFs must consolidate all existing balances into a single Economic Development RLF Account and sign an Economic Development Revolving Loan Fund (RLF) Administration Agreement.</p> <p>The purpose of the agreement is to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the agreement in conjunction with administering the RLF program. This agreement is effective for a three-year period, beginning January 1, 2015. This agreement must be renewed every three years. Failure to execute this agreement may result in ODSA recapturing the ED RLF dollars.</p> <p>The City of Piqua will also be required to adopt an Economic Development RLF Plan within 90 days after execution of this agreement and submit to ODSA, OCD. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults.</p> <p>Currently, the City of Piqua has a CDBG Microenterprise RLF balance of \$45,394.39 and a CDBG Downtown Revitalization RLF balance of \$37.24. These two RLF balances will be consolidated into a single ED RLF account.</p> <p>The ED RLF's will be available for low-interest, fixed asset, gap financing to City of Piqua for-profit businesses or for publically owned infrastructure</p>			

	improvements directly related to job creation or retention by a for-profit business.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Est. Budgeted \$:	\$0.00
	Est. Expenditure \$:	\$0.00
	Source of Funds:	
	Narrative:	There is no expense with this request.
OPTIONS (Include Deny /Approval Option)	1.	Adopt the Resolution and authorize the City Manager to sign the ED RLF Administration Agreement.
	2.	Deny the Resolution and reject the partnership agreement.
	3.	
	4.	
PROJECT TIMELINE	Once the ED RLF Administration Agreement is signed by the City Manager, it must be submitted to ODSA, OCD for their signature. An ED RLF plan must be adopted and submitted to the State within 90 days of signing the ED RLF Administration Agreement. The CDBG Microenterprise RLF and Downtown Revitalization RLF must be consolidated into a single ED RLF account by December 31, 2015.	
STAFF RECOMMENDATION	Staff recommends that the City Commission adopt the resolution which would allow the City Manager to sign Economic Development Revolving Loan Fund (RLF) Administration Agreement by and between the Ohio Development Services Agency and the City of Piqua, Ohio.	
ATTACHMENTS	<ul style="list-style-type: none"> • ED RLF Administration Agreement 	

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **City of Piqua**, located at 201 W. Water Street, Piqua Ohio 45356 with F.T.I. Number: FTI 31-600136 (the "Grantee"), and shall be effective beginning **January 1, 2015** (the "Effective Date") and **terminate December 31, 2017** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee to administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within ninety (90) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.

4. **CDBG Economic Development RLF Consolidation.** Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee no later than December 31, 2015.

5. **Loan Approvals.** Grantee shall submit to Grantor an RLF grant/loan approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

6. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Economic Development Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 231 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 22 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

- a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:

- i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor's Audit Office.
 - c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at http://www.whitehouse.gov/omb/financial_fin_single_audit.
 - d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

22. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

23. Effects of Termination. Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

24. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

25. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

26. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

27. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

28. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

29. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

30. Public Records. Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

31. Miscellaneous.

a. Governing Law. Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. Severability. Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: City of Piqua - Development Department
Address: 201 West Water St.
City, State, Zip: Piqua, OH 45356
Attention: Nikki Reese, Development Program Manager

- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts: PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

City of Piqua

Gary A. Huff, City of Manager
City of Piqua

By: _____

Printed Name: Gary A. Huff

Title: City Manager

Date: _____

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-80-15

**AN EMERGENCY RESOLUTION GRANTING A TEMPORARY
EASEMENT TO NORTHROP GRUMMAN SYSTEMS CORPORATION**

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Linear Park that includes the bike path; and

WHEREAS, Northrop Grumman Systems Corporation is under an EPA mandate to install wells adjacent to its property for the purpose of monitoring the quality of the groundwater; and

WHEREAS, the wells are able to be located so as to not interfere or interrupt use of the bike path and continue to meet the requirements of the EPA mandate; and

WHEREAS, the City of Piqua is able to grant a temporary easement for the purposes of assisting Northrop Grumman Systems Corporation in monitoring groundwater, which is also a benefit to the City of Piqua.

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

SEC. 1: The City Manager is hereby authorized to grant a temporary easement to Northrop Grumman Systems Corporation for the purpose of installing, maintaining and removing two wells and to enter the land for groundwater sampling substantially in the form with the terms in the draft agreement as in attached Exhibit A and in accordance with the legal description as shown in the diagram for the area of the bike path in Linear Park between Sunset Avenue and R.M. Davis Parkway and upon execution shall duly record said easement with the Miami County Recorder.

SEC. 2: The temporary easement is necessary for the purposes of Northrop Grumman Systems Corporation complying with an EPA mandate for groundwater monitoring.

SEC. 3 This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Northrop Grumman Systems Corporation is under an EPA mandate for groundwater monitoring and is to install the wells in the beginning of May.

LUCINDA L. FESS, MAYOR

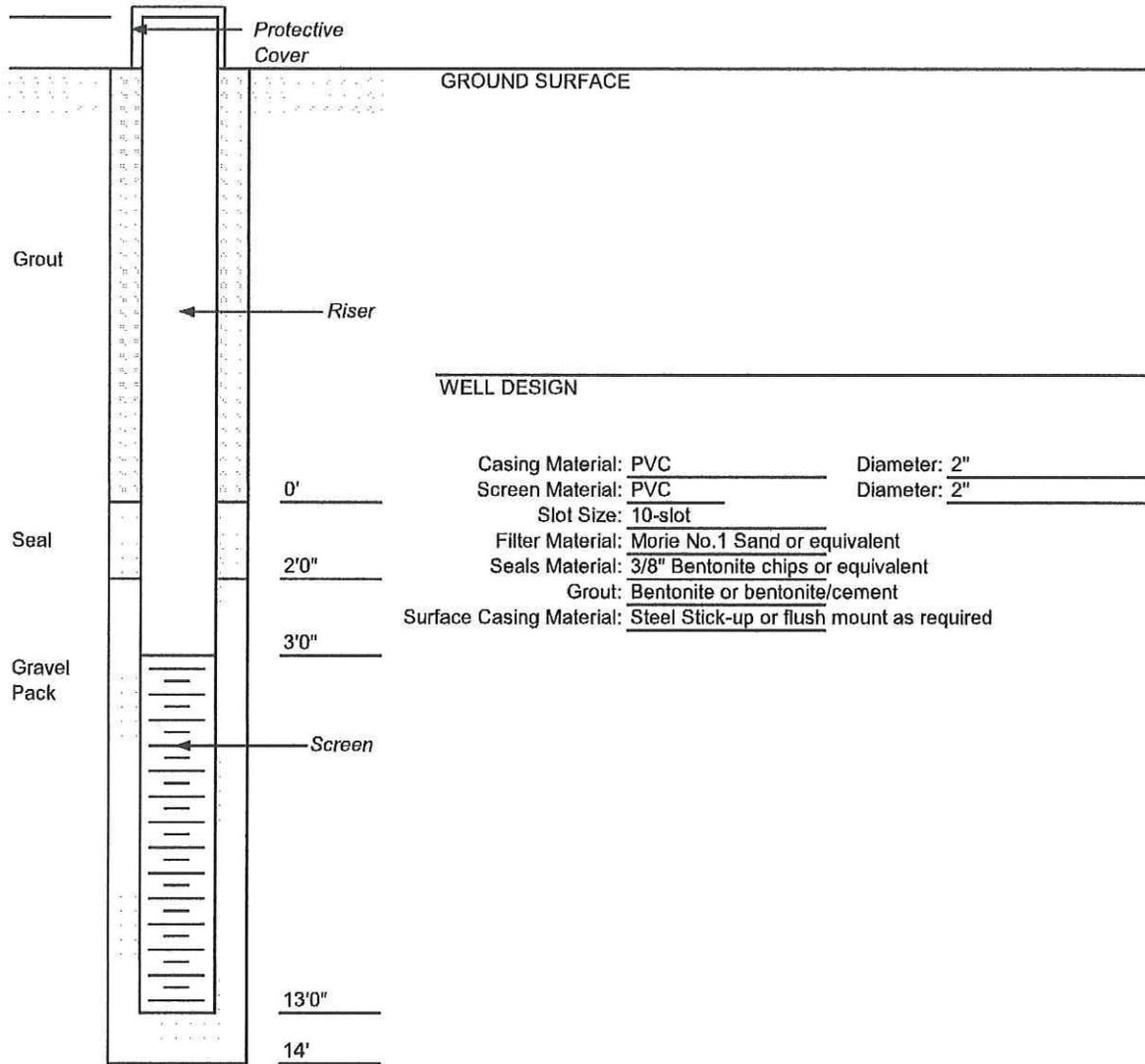
PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



TYPICAL MONITORING WELL CONSTRUCTION DETAIL
(subject to modification based on field conditions)

Project: Northrop Grumman Systems Corporation
Location: Covington Site, Piqua, OH





Sunset Dr

"Road Closed" Sign
with Type III Barricade

"Road Closed" Sign
with Type III Barricade

"Road Closed Ahead"
Sign with Barricade

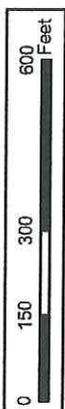
Sunset Dr

Govington Ave

R.M. Davis Parkway

Legend

 Sample Locations



Street Closing Permit - Work Area Map
City of Piqua, OH

April 2015

RIGHT OF ENTRY AND TEMPORARY EASMENT

THIS AGREEMENT is entered into this ____ day of April, 2015, between the City of Piqua, Ohio, a municipal corporation, and Northrop Grumman Systems Corporation, Joseph Kwan, Corporate Director, ("Northrop") for Northrop to have the right to install and access wells for monitoring of groundwater on property owned by the City of Piqua.

WHEREAS, Northrop Grumman Systems Corporation is under an EPA mandate to monitor groundwater for contamination; and

WHEREAS, based on the location of Northrop Grumman Systems Corporation, the EPA is requiring the installation of two wells that would be located on City of Piqua property located off of the bike path between R.M. Davis Parkway and Sunset Drive and shown on Exhibit A; and

WHEREAS, the monitoring of the wells is to be at minimal intrusion as to not interfere with the Northrop land and bike path.

NOW THEREFORE, by Agreement, Northrop Grumman Systems Corporation is granted the right to enter the land for purposes of installing two wells and monitoring for groundwater contamination as defined herein and in accordance with the terms set forth herein.

TERMS

I. DEFINITIONS

- a. City of Piqua. The City of Piqua is a municipal corporation acting under the authority of a City Charter. The City includes any and all employees, officers, contractors or agents and is the owner of the land that is the subject of this Agreement. The City shall be referred to hereafter as "City".
- b. Northrop Grumman Systems Corporation. Northrop Grumman Systems Corporation is the corporate entity under EPA mandate to install wells for the purpose of monitoring groundwater contamination. The entity shall be referred to hereafter as "Northrop".
- c. Land. The land is a section off of the bike path between Sunset Avenue and R.M. Davis Parkway and is owned by the City of Piqua and is utilized on a daily basis by the public as it contains a portion of the bike path and is part of Linear Park. The land shall be referred to hereinafter as the "Property". Approximate locations of the wells are shown on Exhibit A.

II. RIGHT OF ENTRY AND INSTALLATION

- a. Northrop shall have the right to enter the Property. The City understands that Northrop will be installing two wells for the purpose of monitoring groundwater quality/contamination as mandated by the EPA. The wells will be installed on the Property as defined in Exhibit A in early May 2015. The City permits any needed personnel, employees or contractors and any necessary equipment on the Property to install, maintain and remove two wells and for testing and monitoring of the groundwater.
- b. By executing this Agreement, City will grant the Northrop a temporary easement for the installation and maintenance of two wells. The City does not represent or warrant that the proposed location of the wells in Exhibit A will satisfy the EPA mandate or that the Property is useable for the installation of the wells and for the monitoring of ground water contamination. It is understood that no obstructions of the bike path shall occur during the time the wells are in place. The only time the bike path is to be temporarily obstructed is during installation and removal of the wells. Northrop shall notify the City 48 hours in advance of the need for closure of the bike path due to installation or removal of the wells.
- c. The scope of the easement is to allow access to the City Property for purposes of installing, maintaining and removing two wells and to take samples and monitor the groundwater. There shall be no more than two wells. Each well shall be located at a minimum of four feet from the bike path in the grassy area. Each well is to be capped, locked and even with the ground so as to not create any hazard to a user of the Property. Should the well placement be anywhere other than what is shown on Exhibit A, prior approval shall be granted by the City. The wells shall be substantially in the form as shown on Exhibit B.
- d. Northrop shall provide the City with 24 hours notice of each sampling, which is understood to be no more than twice a calendar year. If any equipment is needed other than hand held, unobtrusive equipment for sampling, the City shall be advised.
- e. Upon conclusion of the monitoring, the wells are to be filled, the caps removed and the surface fully restored. The land shall show no signs of there being wells. This Agreement shall not be fully terminated until the City has inspected the removal process and is satisfied with the condition of the Property.
- f. All costs associated with the wells are at the sole expense of Northrop.

III. OTHER

- a. Assignment. This Agreement is not assignable without prior written consent of City. The City understands that TestAmerica Canton is the agent on behalf of Northrop who will enter the Property to conduct the sampling of the wells.

- b. Binding. This Agreement is binding on and will inure to the benefit of the parties here, their personal representatives, heirs, successors and assigns.
- c. Notice. All notices required by this Agreement shall be in writing and sent by regular U.S. mail or via email with proof of receipt to the following:

Bill Harding, City Engineer's Office
City of Piqua
201 W. Water St.
Piqua, Ohio 45356
bharding@piquaoh.org

Joseph P. Kwan
Corporate Director, Environmental Remediation
Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511
Joe.kwan@ngc.com

- d. Law. This Agreement shall be construed in accordance with the laws of the State of Ohio and any applicable law of the City of Piqua.
- e. Time. The City understands that time is of the essence for Northrop to be able to enter the Property and begin installation of the wells. Time is a material part of this Agreement.
- f. Term. This Agreement is effective upon date of execution and expires upon removal of the wells and approved inspection by the City for satisfactory conditions of the Property or by April 30, 2020, whichever is the later date.
- g. Easement. The parties shall execute a temporary easement for the installation and maintenance of two wells on the Property in the location as described on Exhibit A.
- h. Insurance. Northrop shall list City as an additional insured for commercial general liability and the Certificate of Insurance shall state that: "The City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

Northrop shall require TestAmerica Canton to also list the City as an additional insured in accordance with the language immediately above. Each entity must provide a certificate of insurance that has at least \$1 million commercial general

liability coverage per occurrence or \$2 million aggregate on ISO Form CG 00 01 12 07.

- i. Indemnification. Northrop shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of Northrop, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any amendment hereto must be agreed upon by both parties and confirmed in writing as stated herein.

In witness whereof, the parties have set their hands hereto this ____ day of April, 2015 before a notary public.

_____ City of Piqua Gary A. Huff City Manager	_____ Witness
--	------------------

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of April, 2015.

Notary Public

Joseph P. Kwan, Corporate Director, Environmental Remediation
Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

Witness

Sworn to and subscribed before me a Notary Public in and for Miami County, State of Ohio this ____ day of April, 2015.

Notary Public

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Piqua, Miami County, Ohio, the true owner of the property, hereinafter referred to as Grantor, in consideration of good and valuable consideration, does hereby grant and convey to the Northrup Grumman Systems Corporation, hereinafter referred to as Grantee, its successors and assigns forever access to and a temporary easement in the interest of public health and safety for the purposes of Northrup Grumman Systems Corporation installing two wells for the purposes of groundwater monitoring, including all construction, maintenance and removal of the wells and periodic access for purposes of monitoring, in which, said easement is described as follows:

BEING A TEMPORARY EASEMENT OVER (BUT ONLY TO THE EXTENT NECESSARY), PARTS OF A TRACT OF LAND OWNED BY THE CITY OF PIQUA AS RECORDED IN DEED BOOK 594, PAGE 617, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Situate in City of Piqua, Miami County, Ohio and being a part of Linear Park and part of the bike path, as shown in Exhibit A attached to this description and being a temporary easement more particularly described as follows:

Being a thirty (30.00) foot wide temporary easement for access and installation of ground water monitoring wells. Said wells located in an unnumbered lot south of Outlot 313 and north of Outlot 303 designated Parcel "F" in Lot Survey Volume, 17, page 128-B. being more particularly described as, commencing at the northeast corner of the 0.595 Acre parcel described in Land Survey Vol. 36, Page 68 of the Miami County Engineer's Record of Land Surveys. Thence parallel to, adjacent with and contiguous with the north line of said 0.595 acre parcel 647.83 feet more or less to the west line of the 0.595 acre parcel extended, the limiting lines of easement boundary being extended or shortened to limit the easement boundaries.

Executed this _____ day of May, 2015.

By: _____
Gary A. Huff, City Manager
City of Piqua, Grantor

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared Gary A. Huff, City Manager for the City of Piqua who has the authority to sign on behalf of the City of Piqua, Ohio, Grantor, who acknowledged that he did sign the foregoing instrument and that the same was the free act and will and deed of himself as the City Manager on behalf of the City of Piqua, Ohio.

Witness my official signature and seal this ____ day of May, 2015.

Notary Public-State of Ohio

THIS INSTRUMENT PREPARED BY:

Stacy M. Wall, Esq.
Law Director
City of Piqua, Ohio
201 W. Water Street
Piqua, OH 45356

DRAFT

RESOLUTION NO. R-81-15

**AN EMERGENCY RESOLUTION ACQUIRING
JCRANE INC. TO PROVIDE CRANE AND
TRANSPORTATION SERVICES FOR THE POWER
SYSTEM**

WHEREAS, Emergency work is needed to restore the operation of the main power transformer at substation #3,

WHEREAS, the transformer at substation #3 is a critical component to the city's electric system therefore based on Section 34.19 (B) of our City Charter "Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of or detriment to the delivery of public services, as determined by the City Manager"; and

WHEREAS, the power transformer needs to be transported to Louisville, OH to be inspected and repaired,

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: JCrane Inc. is hereby retained by the City of Piqua to provide crane and transportation services for the Power System.

SEC. 2 The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$38,000.

SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 4: This Resolution is declared an emergency as the operation of the transformer at substation #3 is a critical component to the city's electric system.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 5, 2015		
REPORT TITLE	A RESOLUTION ACQUIRING JCRANE INC. TO PROVIDE CRANE AND TRANSPORTATION SERVICES FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
			<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND	<p>On April 6, 2015. Power Services inspected and tested the Substation #3's main 15/20/25/28 MVA power transformer. As a result, Substation #3 Transformer was found to have unacceptable Doble Excitation Current test results indicating that there is a partial or high resistance short circuit between winding turns; or physical damage to interlaminar insulation; or dislocation of core sections. It was determined the refurbishment of the substation transformer is an emergency situation as Substation #3 is a critical component to the city's electric system.</p> <p>The Power System determined OTC Services Inc. out of Louisville, OH will perform the field services, inspections, and refurbishment of the unit. The Power System received three quotes to provide crane services and transportation to deliver the 106,000 lb transformer to OTC. jCrane Inc. was determined to be the lowest and best bid. The breakdown of costs are below:</p> <ol style="list-style-type: none"> 1. Crane Services to load unit - \$7,436 2. Transportation from Piqua, OH to Louisville, OH - \$7,762 3. Transportation from Louisville, OH to Piqua, OH - \$8,889 4. Crane Services to unload unit - \$7,436 <p>The Power System is requesting a 20% contingency for any unforeseen expenses which brings the total amount to \$38,000.</p>		

BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	
	Expenditure \$:	\$38,000
	Source of Funds:	
	Narrative:	
OPTIONS	1.	Approve Resolution No. R-81-15 acquiring jCrane Inc. to provide crane and transportation services for the power system.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	Shipment of the damage transformer will be schedule for the beginning of May.	
STAFF RECOMMENDATION	Approve Resolution No. R-81-15 acquiring jCrane Inc. to provide crane and transportation services for the power system.	
ATTACHMENTS	<ol style="list-style-type: none"> 1. Transportation Costs Summary 2. jCrane Proposal – Crane Services 3. jCrane Proposal - Transportation 	



Quotation

REV 1

Page 1 of 1

Customer

Company: **City of Piqua**
Contact: **Roger Wehrman**
Address: **Piqua, OH**
Tel: **937-606-0038**
Email: rwehrman@piquaoh.org

Job Site

Name: **Transformer Repair**
Address: **Piqua, OH**
Description: **Provide a crane w/operator, 1 Rigger, and 1 signalman to load a transformer, weighing 106,000 lbs.**

Date: **4/28/2015**

Amount

\$7,436.00

Conditions and Limitations

Price assumes we can use the West gate , accessed from Hartzell's parking lot.
Price includes lawn protection, between curb and fence.
All time spent waiting on transformer truck will be invoiced at \$555.00/hr.
Required lifting devices included.
All prices assume weights and specs listed are accurate.
Work is to be performed during normal working hours Monday - Friday or additional cost will be added.
O/T will be charged after 8 hrs on weekdays and entire Saturday.
Cranes are operated by NCCCO operators.
No liquidated damages or consequential liability shall be transferred to Jcrane, Inc.
Jcrane, Inc. will not be responsible for damage to surfaces which must be crossed or used by equipment such as asphalt, grass, curbs, sidewalks, underground utilities, tanks, etc.
No work will be scheduled on accounts that are past due.
Includes no work or equipment not specifically stated on this quote.

Quotation is valid for 30 days and is subject to availability of equipment.

Terms of payment:

Upon account approval, net due 30 days from date of invoice. Jcrane, Inc. shall invoice weekly or upon completion of job, whichever is sooner.
Late payments are subject to 1.5%/month service charges. No work will be scheduled on accounts that are past due.

Acceptance: The pricing, specifications, conditions and terms are satisfactory and are hereby accepted.

Thank you for this opportunity,

Authorized Signature: _____

Matt Peters
(937) 418-7879
mpeters@jcrane.com

Date of acceptance: _____

Phone: (800) 692-1240

www.jcrane.com

Fax: (937) 473-5250

10315 W US 36, Covington, OH 45318 USA



Quotation

REV 1

Page 1 of 1

Customer

Company: **City of Piqua**
Contact: **Roger Wehrman**
Address: **Piqua, OH**
Tel: **937-606-0038**
Email: rwehrman@piquaoh.org

Job Site

Name: **Transformer Repair**
Address: **Piqua, OH**
Description: **Provide Trucks, escorts, and all other equipment and labor to transport the Transformer to Louisville, OH.**

Date: **4/24/2015**

This price is to deliver the transformer from Piqua, OH to Louisville, OH with the oil out of the transformer.

Amount

\$7,762.00

Estimated weight is 92,000 lbs.

This price is to transport thr transformer from Louisville, OH to Piqua, OH with the oil in the transformer.

Amount

\$8,889.00

Estimated weight is 106,500 lbs.

Conditions and Limitations

Price assumes we can use the West gate , accessed from Hartzell's parking lot.
Price assumes that all radiators and bushings will be removed, prior to arrival of JCI.
All prices assume weights and specs listed are accurate.
Work is to be performed during normal working hours Monday - Friday or additional cost will be added.
O/T will be charged after 8 hrs on weekdays and entire Saturday.
Cranes are operated by NCCCO operators.
No liquidated damages or consequential liability shall be transferred to Jcrane, Inc.
Jcrane, Inc. will not be responsible for damage to surfaces which must be crossed or used by equipment such as asphalt, grass, curbs, sidewalks, underground utilities, tanks, etc.
No work will be scheduled on accounts that are past due.
Includes no work or equipment not specifically stated on this quote.

Quotation is valid for 30 days and is subject to availability of equipment.

Terms of payment:

Upon account approval, net due 30 days from date of invoice. Jcrane, Inc. shall invoice weekly or upon completion of job, whichever is sooner.
Late payments are subject to 1.5%/month service charges. No work will be scheduled on accounts that are past due.

Acceptance: The pricing, specifications, conditions and terms are satisfactory and are hereby accepted.

Thank you for this opportunity,

Matt Peters
(937) 418-7879
mpeters@jcrane.com

Authorized Signature: _____

Date of acceptance: _____

Phone: (800) 692-1240

www.jcrane.com

Fax: (937) 473-5250

10315 W US 36, Covington, OH 45318 USA

Project: Substation #3 Transformer Rebuild

Date: April 28, 2015

	OTC	PSC	jCrane Inc	Schumacher
Crane Services	\$ 65,000.00	\$ 59,330.00	\$ 14,872.00	\$ 9,760.00

	OTC	PSC	jCrane Inc	Schumacher
TO Shipping (OH)	\$ 10,900.00	\$ 9,529.00	\$ 7,762.00	No Bid

	OTC	jCrane Inc	Schumacher
BACK Shipping w/ Oil	\$ 15,800.00	\$ 8,889.00	No Bid

Note 1: Schumacher didn't provide pricing to transport unit to Louisville, OH

Note 2: Crane Services are for both loading and unloading the transformer

RESOLUTION NO. R-82-15

AN EMERGENCY RESOLUTION OBTAINING OTC SERVICES INC. TO PROVIDE PROFESSIONAL FIELD SERVICES, UNIT INSPECTION, AND REFURBISHMENT FOR THE MAIN POWER TRANSFORMER FOR SUBSTATION #3

WHEREAS, Emergency work is needed to restore the operation of the main power transformer at substation #3

WHEREAS, the transformer at substation #3 is a critical component to the city's electric system therefore based on Section 34.19 (B) of our City Charter "Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of or detriment to the delivery of public services, as determined by the City Manager"; and

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

SEC. 1: OTC Services Inc. is hereby retained by the City of Piqua to provide professional field services, unit inspection, and refurbishment of the power transformer for substation #3.

SEC. 2 The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to contract terms, not to exceed \$350,000.

SEC. 3: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 4: This resolution is declared an emergency as the operation of the transformer at substation #3 is a critical component to the city's electric system.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 5, 2015		
REPORT TITLE	AN EMERGENCY RESOLUTION OBTAINING OTC SERVICES INC. TO PROVIDE PROFESSIONAL FIELD SERVICES, UNIT INSPECTION, AND REFURBISHMENT FOR THE MAIN POWER TRANSFORMER FOR SUBSTATION #3		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND	<p>On April 6, 2015. Power Services inspected and tested Substation #3's main 15/20/25/28 MVA power transformer to evaluate the overall condition of the transformer during the municipal utility's annual preventative maintenance program. In addition, tests were performed to verify the condition of the transformer core and coil structure.</p> <p>As a result, Substation #3 Transformer was found to have unacceptable Doble Excitation Current test results indicating that there is a partial or high resistance short circuit between winding turns; or physical damage to interlaminar insulation; or dislocation of core sections. Any loosening of the core clamping system will introduce gaps in the iron circuit and increase the magnetizing component of the excitation current.</p> <p>These results were discussed with Doble engineering and they agreed with Power Services' results. Based on this test data and the fact that the transformer temperature has been significantly elevated, the transformer should be sent to a repair shop and de-tanked in order to determine what is causing the transformer issues.</p>		

	<p>It was determined the refurbishment of the substation transformer is an emergency situation based on section 34.19 (B) of our City Charter which states: “Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of or detriment to the delivery of public services, as determined by the City Manager.” When substation #3’s transformer is out of service, substation #1 and #4 has to pick up the extra load. This increases the circuit’s line exposure which in turns decreases the overall reliability. Substation #3 is a critical component to the city’s electric system.</p> <p>The Power System requested quotes from Jordan Transformer and OTC Services Inc. to perform the field services, inspection, refurbishment, and rewind of the damaged transformer. It was determined OTC Services Inc.’s provided the best proposal for these services. The breakdown in OTC’s costs are below:</p> <ol style="list-style-type: none"> 1. The field services which include the disassembly, assembly, and electric testing are \$39,000. 2. The unit inspection is \$15,000. 3. The refurbishment and rewind services could be up to \$267,522 <p>After the unit is inspected, OTC will provide the Power System a complete recommended refurbish plan. At that time, the Power System will determine between refurbishing the damaged transformer and purchasing a new transformer. If refurbishing the transformer is determined to be the best option, the power system would like approval to proceed with refurbishing the unit.</p>	
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	
	Expenditure \$:	\$350,000
	Source of Funds:	
	Narrative:	
OPTIONS	1.	Approve Resolution No. R-82-15 obtaining OTC services inc. to provide professional field services, unit inspection, and refurbishment for the main power transformer for substation #3.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	The lead time for OTC’s refurbishment and rewind services is 25-27 weeks from receipt of the transformer.	
STAFF RECOMMENDATION	Approve Resolution No. R-82-15 obtaining OTC services inc. to provide professional field services, unit inspection, and refurbishment for the main power transformer for substation #3.	
ATTACHMENTS	<ol style="list-style-type: none"> 1. Refurbish Costs Summary 2. OTC Services Inc. proposal 	

OTC Services Inc.
1776 Constitution Ave.
P.O. Box 44641
Louisville, OH 44641
330.871.2444 (P)
33.871.2506 (F)



Christopher Matney
Utility Sales Manager
cmatney@otcservices.com
330.268.0393 (Cell)
www.otcservices.com
Date Prepared: 4/13/15

CUSTOMER: CITY OF PIQUA
CUSTOMER REFERENCE NUMBER: HEVI-DUTY
OTC SERVICES QUOTE NUMBER: 15053
TECHNICAL DESCRIPTION:

OEM: HEVI-DUTY
Serial Number: GM 436478

Existing Ratings:

15/28 MVA Class OA/FA/FA @ 55/65°C Rise
3 Phase 60 Hertz
HV: 69,000Y/39,837 350 KV BIL Taps: -/-2@2.5%
XV: 13,800Y 110 KV BIL
TV: 7,970D 95 kV BIL
6.8%IZ @ 15 MVA

I. FIELD SERVICES

Disassembly:

- Drain the Oil and dispose of
- Removal of radiators
- Remove bushings
- Prepare loose items for shipment to OTC
- Price to perform Field Service Disassembly- **\$17,800.00**

Assembly:

- Inspect unit
- Install all loose parts
- Pressurize unit for dew point and leak check
- Install sound panels
- Pull vacuum 12 hrs and fill unit to proper level*
- Electrical Test unit
- Price to perform install- **\$29,500.00**
- *If transformer ships with oil from the factor the price will be **\$21,200**

OTC will provide:

- Crane for disassembly
- Two non-union labors
- Tool trailer
- Any materials required for assembly that are additional shall be charged at cost plus 15%

II. TRANSPORTATION & RIGGING

- **\$10,900** – Inbound freight from Piqua, OH to OTC Services in Louisville, OH. Price includes truck to transport transformer to OTC Services Inc. with all accessory items and oil removed. Free and clear access must be provided for loading purpose, any delays may result in additional charges.
- **\$10,900** – Outbound freight from OTC Services in Louisville to Piqua, OH. Price includes truck to transport transformer with all accessory items and oil removed. Accessory truck with radiators, bushings, etc... are included. Free and clear access must be provided for unloading purpose, any delays may result in additional charges. Price adder to ship the transformer with oil is listed as an option below.
- **\$65,000** - Price round roundtrip crane/rigging services. Free and clear access must be provided for unloading purpose, any delays may result in additional charges.

III. REFURBISHMENT AND REWIND SERVICES

1. **\$267,522** - Complete Redesign & Rewind of core and coil assembly to existing nameplate ratings according to the latest ANSI/IEEE standards. Rewind will include new Dennison wrapped copper windings and replacement of all end insulation, phase barriers, and winding cylinders. Existing cabling and structure shall be inspected for reuse. The total transformer shall be designed and constructed to withstand short circuit forces per the latest ANSI/IEEE standards. See "Rewind Technical Work-scope Section" for further details regarding this work.

Lead Time: 25-27 Weeks from receipt of the transformer.*

2. **\$20,000** - Expedite the remanufacture process. This price is in addition to the option 1 above and will place the transformer on our expedited schedule. In doing this we will perform an incoming inspection and any items we find to be deficient will be replaced at a COST + 20%, NOT TO EXCEED \$30,000. This means the incoming inspection will be streamlined and quicken the upfront process. We will place this transformer in our next manufacturing spot, instead of placing it in queue from when received and release from incoming.

Lead Time: 20 Weeks from receipt of the transformer

3. **\$350,460** - This price is for a completely new transformer with a new tank, radiators and M3 Core. The transformer will match the existing nameplate ratings and will include all analog temperature gages with contacts, include new oil and control wiring/box. If this option is taken, the inbound services fees will not apply. Loss evaluation will be: **NL –12 kW LL – 45.5 kW Total: 57.5 kW**

Lead Time: 22 Weeks from approval of outline and nameplate drawing.

IV. REMANUFACTURE OPTIONAL PRICE ADDERS

- A. \$12,000 – Replace all HV and LV bushings.
- B. \$4,000 – Replace all existing gages in kind.
- C. \$10,000 – Replace all internal leads and cables.
- D. \$4,900 – Additional price to the outbound freight to ship the transformer with oil. This means onsite filling will not be needed.

V. CLARIFICATIONS AND EXCEPTIONS

1. Any customer supplied equipment shall be inspected and tested for quality assurance by OTC Services.
2. Lead-time may be subject to change based on plant loading at time of transformer's arrival and long lead time components found during the incoming inspection.
3. An incoming inspection report shall be completed and submitted within three to five weeks after receipt of the transformer. Any additional scope of work resulting from this inspection will require a revised purchase order from the customer.
4. Digital pictures of significant findings, the completed core and coil assembly, and the completed transformer will be submitted.
5. A new Stainless Steel nameplate will be supplied and shipped with the transformer.
6. New Outline drawings and Wiring Schematics will be modified as necessary based on changes made during the repair process.

VI. PCB POLICY AND REQUIREMENTS

OTC Services is a NON-PCB facility and will not accept materials classified as PCB or PCB contaminated according to 40CFR part 761. Therefore, we require a recent valid PCB test for any oil filled compartment on which work is to be performed. If required, OTC will provide free testing upon the successful award of this bid. Upon receipt of the transformer at our facility, OTC will perform confirmatory testing. In the event PCB or PCB contaminated materials are discovered by OTC either at receipt or during the production process, OTC will quarantine the items and immediately notify the owner so that arrangements can be made for their removal.

VII. PRICING AND WARRANTY TERMS

Freight: FOB Origin

Price Validity: 60 days for purchase; 6 months for shipment

Payment: 40% upon order, 40% with material order, 20% upon shipment, Net 30 days

No Sales or use taxes have been calculated on any of the pricing provided. The Customer will be responsible for any taxes associated with the purchase of this service contract or may supply a tax exempt certificate for our records.

Warranty: 36 months energized – 42 months from time of shipment on parts and labor supplied by OTC Services.

The shipment date will be determined at the time of the transformer teardown inspection.

OTC Services Terms of Sale Apply

VIII. PROCESSING & CORE/COIL ASSEMBLY

1. The completed core and coil assembly will be thoroughly dried through the use of heat and vacuum until an insulation power factor of less than 0.5% is achieved.
2. The core will be cleaned and re-insulated prior to landing of coils. Minor damage to the core shall be repaired; however any major damage will be noted on the incoming inspection report.
3. All Core Grounds will be brought out by Auburn F-310H spark-plug and clearly marked.
4. The fully assembled remanufactured transformer shall be pressure tested and monitored for 24 hours.
5. Prior to re-tanking the core and coil assembly, the tank will be thoroughly flushed, cleaned and dried.

IX. REWIND TECHNICAL WORK-SCOPE

1. The De-energized Tap Changer (D.E.T.C.) will be evaluated mechanically and electrically for reuse.
2. All internal PT's and CT's will be flushed, cleaned, dried, tested, and rewrapped if reusable. No splices will be made in the CT leads.
3. All cable leads and associated structure will be evaluated for cracks and/or contamination for reuse.
4. All valves and accessories will be inspected and checked for proper operation.
5. HV bushings shall be evaluated for reuse. The incoming findings shall be noted on the incoming inspection report with available options.
6. LV bushings shall be evaluated for reuse. The incoming findings shall be noted on the incoming inspection report with available options.
7. New nitrile gaskets will be installed on all gasketed joints and/or accessories. All valves will be cleaned and inspected.
8. Coolers and pumps shall be inspected, pressure tested, and flushed to remove any debris.
9. The tank will be properly prepared, primed and painted with alkyd enamel ANSI 70 light gray paint to provide a total dry coat of 5-7 mil thickness. One gallon of touch up paint shall be supplied.
10. All gauges will be inspected and recommendations will be made regarding reuse or replacement in the incoming inspection report. Incoming inspection report to be submitted within four weeks of receipt of transformer and valid PO.
11. A Pelsue fall protection flange, no. L869.FB-SW1, will be installed on lid in a location determined by engineering.

X. TESTING

1. All tests performed on the transformer shall be in accordance with the latest revision of ANSI/IEEE specifications (ANSI C57.12.00, ANSI C57.12.90).
2. Oil Testing: Full oil quality testing along with a baseline DGA are performed prior to any testing. Confirmatory DGA testing is also performed after dielectrics.
3. Ratio: Ratio tests are made between windings several times during reassembly and at final testing. Final testing will be made at all HV positions to neutral and from HV nominal to all LV tap positions.
4. Polarity and Phase Rotation: Made at the rated voltage position.
5. Insulation Resistance: Insulation resistance, including core ground testing, is performed on all core and coil assemblies throughout the manufacturing process as well as final test.
6. Insulation Power Factor and Single Phase Excitation: Tests are made with a Doble test set and are performed before and after dielectrics. Power Factor will not exceed 0.5% corrected to 20°C.
7. Winding Resistance: Resistance tests are performed on all HV and LV tap positions.
8. No Load Tests: Core loss and excitation current are tested at a rated frequency at 100% and 110% rated voltage before and after dielectrics.
9. Impedance and Load Loss: Tested at full rated current on rated connection and tap extremes between all windings.
10. Induced Potential: The transformer will undergo a Class II induced tests to include one hour at 150% while monitoring PD levels.
11. Impulse Testing: Full ANSI impulse including chop waves will be performed on each phase of the HV and LV windings according to the nameplate BIL. The neutral will also be tested with one reduced and two full wave shapes.
12. Applied Potential: Test is made on all windings at full ANSI recommended level, 60HZ for one minute.
13. Dew Point: Prior to shipment, the dew point, temperature, and pressure of the dry air will be measured.
14. Bushing Tests: Bushings are individually tested with a Doble test set prior to final assembly. After the bushings are mounted on the transformer, they will receive full dielectric tests.
15. A certified test report will be supplied which includes results of all the tests performed and winding connections as shipped.

Project: Substation #3 Transformer Rebuild

Date: April 28, 2015

	OTC	PSC	jCrane Inc	Schumacher
Crane Services	\$ 65,000.00	\$ 59,330.00	\$ 14,872.00	\$ 9,760.00

	Jordan	PSC	jCrane	Schumacher
TO Shipping (MN)	\$ 17,125.00	\$ 20,941.00	\$ 24,425.00	No Bid

	OTC	PSC	jCrane	Schumacher
TO Shipping (OH)	\$ 10,900.00	\$ 9,529.00	\$ 7,762.00	No Bid

	Jordan	OTC	Power Services
Field Services (disassemble & assemble)	\$ 80,100.00	\$ 39,000.00	\$ 48,500.00

	Jordan - MN	jCrane - MN	Schumacher
BACK Shipping w/ Oil	\$ 33,218.00	\$ 27,467.00	No Bid

	OTC - OH	jCrane - OH	Schumacher
BACK Shipping w/ Oil	\$ 15,800.00	\$ 8,889.00	No Bid

	Jordan	OTC
Inspection	\$ 7,500.00	\$ 15,000.00

Option 1

OTC	\$ 54,000.00
jCrane	\$ 31,523.00
OTC - Refurbish	TBD
OTC Total Price	\$ 85,523.00

Option 2

Power Services	\$ 48,500.00
Jordan Transformer	\$ 57,843.00
Jordan - Refurbish	TBD
jCrane	\$ 14,872.00
Jordan Transformer Total Price	\$ 121,215.00

RESOLUTION NO. R-83-15

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT
WITH HARVEST PANTRY, LLC, IN THE AMOUNT OF \$30,000**

WHEREAS, on August 5, 2009, the City of Piqua was a recipient of a \$90,000 grant from the United States Department of Agriculture's Rural Business Enterprise Grant to establish a revolving loan fund for the purposes of increasing economic opportunities for industrial and commercial concerns within the City of Piqua through the development of small and emerging private business enterprises; and

WHEREAS, the City of Piqua has received an application for a loan from the revolving loan fund from Harvest Pantry, LLC; and

WHEREAS, the application has been deemed to be complete and is recommended for approval by the City Commission; and

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

SEC. 1: The 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 the terms of the loan, an amount not exceeding a total of \$30,000;

SEC. 2: The City shall submit and execute all necessary documentation with Harvest Pantry, LLC and the United States Department of Agriculture to facilitate the execution of the loan agreement;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 5, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT WITH HARVEST PANTRY, LLC, IN THE AMOUNT OF \$30,000		
SUBMITTED BY	Name & Title: Justin A. Sommer, Assistant City Manager/ED Director		
	Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In 2009, the City of Piqua received a \$90,000 grant from the United States Department of Agriculture, which provided initial funding for an Economic Development Revolving Loan Fund. The funding provided by the United States Department of Agriculture allowed for a great deal of flexibility on the eligible activities resulting in the development of small and emerging private business enterprises.</p> <p>The program received an application from Harvest Pantry, LLC, a start-up company to be located in Downtown Piqua. The company will operate a retail bulk food store.</p> <p>The business has indicated that it needs funds through the revolving loan program for acquisition and renovation of real estate.</p> <p>After conducting a review of Harvest Pantry’s application package, it has been determined by City Staff that a loan of \$30,000 be offered to Harvest Pantry over a term of six years at a 3% annual percentage rate. The loan will be secured by a second position on the real estate.</p> <p>This loan is expected to generate \$2818.35 in interest which will add to the revolving loan fund.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Est. Budgeted \$:	\$30,000.00	
	Est. Expenditure \$:	\$30,000.00	
	Source of Funds:	Fund 142-878-7560 – Agriculture Revolving Loan Fund	
	Narrative:		

OPTIONS (Include Deny /Approval Option)	1.	Adopt the Resolution and authorize the Finance Director to expense the funds.
	2.	Deny the Resolution and reject the loan.
	3.	
	4.	
PROJECT TIMELINE	Once the loan agreement is signed, the funds would be disbursed at the earliest period allowed by law.	
STAFF RECOMMENDATION	Staff recommends that the City Commission adopt the resolution which would allow the Finance Director to disburse funds.	
ATTACHMENTS	<ul style="list-style-type: none"> • Revolving Loan Fund Application 	

**RAPID OUTREACH REVOLVING LOAN FUND PROGRAM
APPLICATION FORM**

SECTION A. APPLICANT NAME

Business Name:	Harvest Pantry LLC
Business Address:	PO. Box 30 (Purchasing 325N. Main)
City, State, ZIP	Piqua, OH 45356
Business Phone:	937-578-9091
NAICS Code:	SIC# 5499
DUNS Number:	79798916
Number of Employees:	Startup - 4-8 planned
Annual Gross Revenues:	Estimated = \$300k. to \$600k

Owner Name:	Rodney Dotson & Lisa Dotson
Owner Phone Number:	937-578-9891
Owner Email Address:	rdotson2@wch.rr.com

CEO Name (if different from owner):	SAME
CEO Phone Number:	
CEO Email Address:	

Finance Director Name:	(SAME - will be engaging)
Finance Director Phone Number:	MWISZ for Routine
Finance Director Email Address:	Accounting & Payroll Activities

SECTION B. BANKING INFORMATION

Bank Name:	Unity Bank
Bank Address:	
City, State, ZIP	
Account Owner:	
Account Type:	
Account Number:	
Account Balance:	

SECTION C. CREDITOR INFORMATION

Creditor Name:	
Creditor Address:	
City, State, ZIP	
Asset Owner:	
Purpose of Credit:	
Monthly Payment:	
Credit Balance:	

Creditor Name:	
Creditor Address:	
City, State, ZIP	
Asset Owner:	
Purpose of Credit:	

Monthly Payment:	
Credit Balance:	

SECTION D. DESCRIPTION OF BUSINESS

~~Purchase~~ Healthy/Bulk Retail Food operation
 Provide Natural whole food at competitive price structure
 to the residents of Piqua

SECTION E. REASON FOR LOAN REQUEST

To acquire and improve the building located at
 325 N. Main Street in Piqua.

Building, Improvements, Equipment & Inventory
 Loan Amount Requested \$35,000⁰⁰

Collateral Pledged

NOTE: If the business is partly owned by another individual, an individual application must be filed by all part owners of the business, unless they are from the same household.

I understand that laws against discrimination require that all creditors make credit available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission ensures compliance with this law.

I agree,

That this application is true and correct, and is made for a loan for the purchase of allowed items and services.

That I am able to enter into a contract and no bankruptcy proceedings are underway or anticipated that involve me.

That I authorize the obtaining of a consumer credit report to be used to rate this application and allow the sharing of credit information from and with other creditors and consumer reporting agencies.

That this application is a true and accurate statement of the finances of myself and business.

That if there are any changes in my finances, I will notify the City of Piqua.

That the City of Piqua may continue to use this application as an accurate statement of my finances.

That if I do not notify the City about my finances or this application is false, I may be required to pay the balance of the loan without notice.

That blank information is not applicable.

Signature

[Handwritten Signature]
 Signature

Date

4/16/15

Date

4/16/15

Please be advised that Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

APPLICANTS ARE REQUIRED TO FILL OUT THE SECTION PER REGULATIONS FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE

Because this program has received funds from the United States Department of Agriculture, the following information is required by the Department of Agriculture in order to monitor the borrower's compliance with equal opportunity. You are not required to furnish the information but are strongly encouraged to do so. The law provides that a borrower may discriminate on the basis of this information, not on whether you choose to furnish it. If you provide the information, please provide both ethnicity and race. For race you may choose more than one (1) designation. If you do not furnish this information, under United States Department of Agriculture Regulations, this borrower is required to note the information on the basis of visual observation or surname.

Race

American Indian/Alaskan Native	_____
Asian	_____
Black or African-American	_____
Native Hawaiian or other Pacific Islander	_____
White	_____ <input checked="" type="checkbox"/>
Male	_____ <input checked="" type="checkbox"/>
Female	_____ <input checked="" type="checkbox"/>

Ethnicity

Hispanic or Latino	_____
Not Hispanic or Latino	_____