

AMENDED – 5/18/2015
REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MAY 19, 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 – CLIFFORD RAY ALEXANDER, JR. DAY

UPDATE FROM FRIENDS OF THE PIQUA PARKS- MS. RUTH KOON

SPRING RESIDENCE PRIDE AWARDS

Cindy & Kris Brown	503 N. Parkway Drive
Robert D. Godsey, Jr.	929 Camp Street
Paula & Rick Monnin	222 Walker Street
Chad Spruance	324 W. Ash Street
Sue Teach	510 N. Wayne Street

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
Approval of the minutes from the May 5, 2015 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO.5-15 (3rd Reading)-Amended
An Ordinance amending Section 94.23 (l) relating to Curfew and Prohibitions on use of Parks and Gazebo
3. ORD. NO. 6-15 (3rd 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-84-15
A Resolution requesting authorization to purchase a Demming Pump for the Wastewater Treatment Plant from Excel Fluid Group, LLC
5. RES. NO. R-85-15
A Resolution awarding a contract to Axtell's Inc. for the Piqua Airport – Hartzell Field crack seal and remarking project
6. RES. NO. R-86-15 Amended – May 18, 2014
A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a portion of Fountain Park and Hance Pavilion to the Miami Valley Corvette Club

7. RES. NO. R-87-15

A Resolution awarding a contract to Western Ohio Asphalt Sealing, LLC for the repairs, crack filling, sealing and pavement marking for the Municipal Government Complex Parking lot

8. RES. NO. R-88-15

A Resolution awarding a contract to L.J. DeWeese for the West Interceptor to Echo Lake project

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.)

OTHER

Monthly Reports-March 2015

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, May 5, 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.

REGULAR CITY COMMISSION MEETING

PROCLAMATION – NATIONAL POLICE WEEK

Mayor Fess read the proclamation and presented it to Police Chief Bruce Jamison.

PROCLAMATION – MUNICIPAL CLERKS WEEK

Mayor Fess read the proclamation and presented it to Becky Cool, Clerk of Commission.

EXECUTIVE SESSION:

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

Moved by Commissioner Vogt, seconded by Commissioner Martin, to move into executive Session at 7:37 P.M.

Moved by Commissioner Martin, seconded by Commissioner Vogt to adjourn from the Executive Session and resume as the City Commission at 7:56 P.M. Voice vote, Aye: Martin, Terry, Vogt, Fess and Wilson. Nay: None.

Consent Agenda

Approval of Minutes

Approval of the minutes from the April 21, 2015 Regular Piqua City Commission Meeting.

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

OLD BUSINESS

ORD. NO. 5-15 (2nd^t Reading)

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

Stacy Wall, Law Director, provided the Staff Report.

Ms. Wall explained the changes that were made to Ordinance 5-15 Section 94.23 (I) after hearing requests for additional language at the April 21, 2015 Commission Meeting.

Commissioners offered several suggestions including having an officer walk a beat downtown, and asked various questions regarding the proposed changes in the ordinance. All Commissioners were in agreement it is not fair to punish all young adults for the actions of a few. Several Commissioners stated they went downtown and observed the actions of some of the youth.

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 to proper behavior and language, to the 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 youths observed climbing on the roof, and doing dangerous activities around the gazebo, stated Chief Jamison.

Ordinance No. 5-15 would add a new prohibition to the city code that would disallow minors under the age of 18 years old from being in the Public Square Area, the gazebo and Veterans Way. The area in questions is outside the Fort Piqua Plaza, bounded by Market and High Streets, and Wayne Street. Chief Jamison stated the Police department can use the proposed Ordinance as a tool to provide supervision in the square as well as using it toward building "youth resiliency" in the community. Chief Jamison continued by stating the Ordinance will be used to provide "boundaries and expectations" for juveniles to help the juveniles development. We need to instill some boundaries and expectations at the gazebo right now. I think we have an obligation to help these kid's development and this situation requires more than just arrests at this point.

Chief Jamison said he was encouraged by the citizens and organizations reaching out to him with offers to help with supervision in the downtown area, but we will still need the Ordinance to back up the supervision.

City Manager Huff stated the changes were a result of input we received since the first meeting. The concerns included whether a juvenile would be able to ride their bikes through the park and what the ordinance can do to provide more parental control.

Commissioner were in agreement parental supervision is lacking and there is a need for more support from parents.

PUBLIC COMMENT

Several residents came forward and voiced their concerns on both sides of the debate on how to address the concern of juveniles in the square and causing vandalism on the square.

Nick Alexander, S. Roosevelt came forward and voiced his opinion on the revised ordinance 5-15, stating if the youth are chased out the gazebo area they will just go somewhere else like the steps at City Hall.

Don Kuchta, Walker Street, stated there needs to be consequences for the actions of the youth and suggested holding a Saturday school type consequence on the city level, possibly repairing the gazebo.

Thomas Beck, Garfield Street, stated this is a bad solution to a real problem, stating his daughter went downtown to the gazebo to have her prom pictures taken, and expressed frustration if the ordinance were to be passed, if a juvenile would need parental permission or supervision in order to have pictures taken at the gazebo next year.

Kazy Hinds, Whitetail Lane, said unfortunately it is something we need to do as there is a wider issue with the youth having nothing to do, and have a lack of resources at home, and not being able to afford to take part in activities offered at the YMCA. We as a city need to be able to provide something for the youth to do, stated Ms. Hinds.

Brad Boehringer, Mound Street, stated they should enforce the existing laws, further stating he feels they need more Police presence in the downtown area. Mr. Boehringer asked if it would be possible to use the School Resource Officer during the summer months to help oversee the area.

Paul Green, President of the Piqua Association of Churches stated family support is a big part of the solution to some of the problems, further stating having someone from the Big Brother/ Big Sister Organization spend time with the youth would help to make the youth feel they are important and respected.

Joe Hinds, YMCA Youth Development Director stated he has witnessed first-hand the behavior at the gazebo. Mr. Hinds further stated he would be willing to just go up and set on the bench in the square and offer support to the youth. Mr. Hinds challenged other residents to reclaim their space on the square, and help with the problems by just being there.

City Manager Huff explained the enforcement of the Ordinance would be at the discretion of the Police Officer observing the behavior.

Police Chief Jamison stated he is very much in favor of having adult volunteers help and will train them in the proper procedure. Chief Jamison encouraged the various groups and organizations to sign up to help.

Law Director Stacy Wall, clarified the behavior of the youth, stating there is not a just a group of good kids, and a group of bad kids, they are all still just kids.

Mayor Fess stated the lack of parental guidance is a major part of the problem, with the problem beginning at home, and is it not just in the City of Piqua. Some of the youth are not taught respect, and integrity at home so how can they use it in their everyday lives.

Commissioner Vogt stated he feels some of the young adults want to argue with authority, but if you treat them with respect, you will get respect in return.

Mayor Fess stated the Commission appreciates all the comments they have heard, and the emails and telephone calls they received offering input on Ordinance No. 5-15.

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

ORD. NO. 6-15 (2nd Reading)

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

Justin Sommer Assistant City Manager/Economic Development Director, 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. Sommer.

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

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

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

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

Dave Davis, Wastewater Plant Superintendent, presented the Staff Report.

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, stated Mr. Davis.

Commissioners asked several questions regarding the plans, and the new sewer rates in the future.

Mr. Davis and City Manager Huff provided additional information regarding the questions.

Public Comment

No one came forward to speak for or against Resolution No. R-78-15

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution R-78-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Terry and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-78-15 adopted.

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

Justin Sommer, Assistant City Manager/Economic Development Director, provided the Staff Report.

In March of 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, stated Mr. Sommer.

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 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, stated Mr. Sommer.

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 improvements directly related to job creation or retention by a for-profit business, said Mr. Sommer.

Commissioners asked several questions regarding the need to set up a new Board, and if needed who would sit on the Board, and the use of the funds. Mayor Fess stated this is State Money given to provide help and promote and start new businesses, no city dollars will be utilized.

Mr. Sommer provided additional information.

Public Comment

No one came forward to speak for or against Resolution No. R-79-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-79-15 be adopted. Roll call, Aye: Martin, Terry, Vogt, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-79-15 adopted.

RES. NO. R-80-15

An Emergency Resolution granting a temporary easement to Northrop Grumman Systems Corporation

Law Director Stacy Wall, provided the Staff Report.

Northrop Grumman Systems Corporation is under an EPA mandate to install wells adjacent to their property for the purpose of monitoring the quality of the groundwater. The wells are to be located so as not to interfere or interrupt the use of the bike path in the Linear Park between Sunset and R.M. Davis Parkway, and continue to meet the requirements of the EPA mandate.

The City of Piqua is granting a temporary easement for the purpose of assisting Northrop Grumman Systems Corporation in monitoring groundwater, which is also a benefit to the City of Piqua.

PUBLIC COMMENT

Nick Alexander, S, Roosevelt, came forward and voiced his concern over the possible closing of the bike path, as he did not see and start or end date.

Ms. Wall stated they should be ready to start the next week, but we do not have a completion date, as it is up to the EPA to say when it its completed..

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-80-15 be adopted. Roll call, Aye: Wilson, Terry, Martin, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-80-15 adopted.

RES. NO. R-81-15

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

Nick Berger, Assistant Power System Director provided the Staff Report.

On April 16, 2015, Power Services inspected and tested the Substation #3's main 15/20/25/28 MVA power transformer. As a result of the test Substation #3 Transformer was found to have unacceptable Doble Excitation Current test results indicating there is a 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.

The power system received three quotes to provide crane services and transportation to deliver the 106,000 lb. transformer to OTC. JCrane was determined to be the lowest and best bid, and the power system is requesting a 20% contingency for any unforeseen expenses, said Mr. Berger.

Commissioners asked several questions, Mr. Berger answered all questions.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-81-15.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-81-15 be adopted. Roll call, Aye: Terry, Martin, Fess, Vogt, and Wilson. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-81-15 adopted.

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

Nick Berger, Assistant Power System Director provided the Staff Report.

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 the transformer during preventive maintenance. Substation #3 Transformer was found to have unacceptable Doble Excitation Current test results. These results were discussed with Doble Engineering and they agreed with Power Service's results. It was determined the refurbishment of the substation transformer is an emergency situation based on section 34.19 (B) of our City Charter on bidding process.

The Power System requested quotes from Jordon 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.

Commissioners asked several questions, Mr. Berger answered all questions.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-82-15.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No, R-82-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-82-15 adopted.

RES. NO. R-83-15

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

Justin Sommer, Assistant City Manager/Economic Development Director provided the Staff Report.

In 2009, the City received a \$90,000 grant from the United States Department of Agriculture. This grant provides funding for an Economic Development Revolving Loan Fund which allowed for a great deal of flexibility on the eligible activities resulting in the development of small and emerging private business enterprises. We received an application from Harvest Pantry LLC, a start-up company to be located in downtown Piqua that will operate a retail bulk food store.

The business indicated they needed funds through the revolving loan program for acquisition and renovation of real estate. The loan committee reviewed the loan application and determined that a loan of \$30,000 be offered to Harvest Pantry LLC over a term of 6 years at a 3% annual percentage rate. The loan will be secured by a second position on the real estate and is expected to generate \$2818.35 in interest which will add to the revolving loan fund, stated Mr. Sommer.

PUBLIC COMMENT

Lisa and Rod Dotson applicants came forward and provided a brief overview of their plans for the new store, and the type of food items they plan to provide. Ms. Dotson thanked the City of Piqua and Justin Sommer for their support, further stating they are pleased to be a part of the community.

Kelli Gerlach, an employee of Harvest Pantry LLC, came forward and explained what a Bulk Food Store is; further stating they plan to carry various foods items that can be purchased in a variety of sizes.

Commissioner Wilson stated this is a great addition to the downtown, and asked when they plan to open. Ms. Dotson stated they hope to be open in mid-July if possible, by August 1st for sure.

Mayor Fess stated she is very excited to have them in Piqua and wished them well.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-83-15 be adopted. Roll call, Aye: Terry, Vogt, Fess, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-83-15 adopted.

PUBLIC COMMENT

Nick Alexander, S. Roosevelt, came forward and voiced his concern over some residents not getting their recycling picked up due to the change in days for some of them. City Manager Huff stated they just need to contact the Health Department and they will send someone out to get it for them.

Don Kuchta, Walker Street, came forward stating he has great respect for the recycling program but is unable to use the new recycling container. Mr. Kuchta voiced his opinion and concern over the new large recycling containers stating a lot of residents do not have anywhere to keep such a large container, and have trouble getting them out to the pickup area. Mr. Kuchta further stated his new recycling container was taken from his front sidewalk, and stated he contacted the Health Department to let them know.

Mayor Fess stated you do not have to put the recycling out every week.

City Manager Huff stated other types of bins can be used for recycling such as totes, and the red Rumpke recycling bin, further stating he will be happy to get him one.

Lorna Swisher, Executive Director MainStreet Piqua, came forward and announced several upcoming events. Taste of the Arts will be held on Friday, May 15 downtown Piqua, and thanked the City of Piqua for all of their support.

A Duck Drop will take place On August 1, on the Great Miami River, and will take place immediately prior to the last Rock Piqua Concert.

Ms. Swisher stated there are new Rack Cards available listing all of the upcoming events in the community and be picked up at the Mainstreet Office.

Ms. Swisher announced the Piqua MainStreet Organization received the National Accreditation Program Award again this year, stating this is the 14th year in a row they have received this award.

Thomas Beck, Garfield Street, voiced his concern over the possible new sewer rates and the unfunded mandate requirements.

Paul Green, President of the Piqua Association of Churches, came forward and invited citizens to attend the National Day of Prayer to be held on Thursday, May 7, 2015 at 12:00 P.M. at the Fountain in front of the Municipal Government Complex.

City Manager's Report

City Manager Huff announced the week of May 4-8, 2015 is Public Service Week and thanked and recognized all of the city employees for their hard work.

City Manager Huff announced Saturday May 9, is Piqua Community Clean-up Day and encourage residents to participate.

City Manager Huff stated some of the residents will be selected to participate in a National Citizens Survey that the City of Piqua participates in every three years. Mr. Huff encourage residents that receive a survey to fill it out and return it as it helps the city identify which areas are need of improvements.

City Manager Huff announced Fire Chief Mike Rindler announced his retirement from the Piqua Fire Department effective May 29, 2015. Assistant Fire Chief Brent Pohlschnieder will be named interim Fire Chief until the Civil Service process is completed and a new Fire Chief is named. City Manager

Huff congratulated Chief Rindler on his many years of service to the City of Piqua and the Community, and wished him well in his retirement.

Commissioners Comments

Commissioner Martin announced the Shawnee Neighborhood Association will hold a Special Meeting at 7:00 P.M. Monday, May 18, at the Central Baptist Church on Staunton Street. The purpose of the meeting is to provide information to the residents about a survey they will be receiving and be asked to complete in regards to receiving CDBG Funds for improvements in the Shawnee neighborhood. Commissioner Martin encouraged all Shawnee residents to attend if possible. City Manager Huff provided additional information regarding the CDBG funds and how they will be used.

Commissioner Terry congratulated Commission Clerk Becky Cool, and Police Chief Jamieson on Municipal Clerks Weeks, and National Police Week.

Commissioner Terry encouraged citizens to come out and help on Saturday May 9 with the City Wide Clean-Up, further stating she will be working in Das Park with the North Parks Neighborhood Association.

Commissioner Wilson also stated he to will be working on Saturday in the Downtown area, and encouraged residents to pick up and clean up in their own neighborhoods.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 10:10 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.

1st Reading April 21, 2015

2nd Reading May 5, 2015

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL

CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	April 21, 2015		
REPORT TITLE (Should match resolution/ordinance title)	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 (Includes description, background, and justification)	<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>		

	<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.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	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.
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve the amended ordinance.
	2.	Deny changes to the ordinance.
	3.	Propose alternative ideas for constitutionally-sound legislation.
	4.	
<p>PROJECT TIMELINE</p>	<p>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.</p>	
<p>STAFF RECOMMENDATION</p>	<p>Pass this ordinance.</p>	
<p>ATTACHMENTS</p>	<p>Ordinance No. 5-15</p>	

ORDINANCE NO. 6-15

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

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

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning code amending sections 154.027 of the City of Piqua Code of Ordinances to allow a Place of Worship as a principal permitted use in the I-1 Light Industrial; and

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

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

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

SEC. 1. That the City of Piqua hereby amends sections 154.027 of the City of Piqua Code of Ordinances as set forth in Exhibit A included herewith (deleted text lined through and proposed text bold and underlined):

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

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

LUCINDA L. FESS, MAYOR

1st Reading April 21, 2015
2nd Reading May 5, 2015

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



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	

REVISED RESOLUTION No. PC 7-15

WHEREAS, the City Commission has submitted a request to amend the zoning code to allow a Place of Worship as a principal permitted use in an I-1 Light Industrial zoning district; and

\$154.027 I-LIGHT INDUSTRIAL DISTRICT.

(A) *Intent.* The purpose of this district is to provide for industrial uses with limited objectionable external effects in areas that are suitable for industrial development by reason of location, topography, soil conditions, and the availability of adequate utilities and transportation systems. The intent is to permit most manufacturing wholesaling, and warehousing activities that can be operated in a clean and quiet manner, subject only to those regulations necessary to prohibit congestions and protect adjacent residential and business activities.

('97 Code, § 150.381)

(B) *Principal permitted uses.*

(1) *Light industrial uses.*

- (a) Light manufacturing.
- (b) Construction trades and contractor offices.
- (c) Industrial craft shops.
- (d) Lumberyards and building materials sale and storage.
- (e) Laundries and dry cleaning plants.
- (f) Printing, publishing, lithographing and binding plants.
- (g) Warehouses and self-service storage facilities.
- (h) Wholesaling and storage facilities.

(2) *Transportation and utilities uses.*

- (a) Heavy equipment rental, sales, service and storage.
- (b) Transportation terminals.
- (c) Public service yards and garages.
- (d) Public utilities.

(3) *Retail commercial and service uses.*

- (a) Nurseries and garden supply stores.
- (b) Animal hospitals, veterinary clinics and kennels, animal grooming.
- (c) Sexually oriented businesses.

(4) *Road service uses.*

- (a) Automobile service stations.
- (b) Automobile repair painting and body shops.
- (c) Vehicle sales, rental and service.

(5) Institutional

(a) Places of worship

REVISED RESOLUTION No. PC 7-15

(6)-(5) *Other uses.* Uses similar to the above uses and any other manufacturing or industrial enterprise, operation, or process, whether making, assembling, repairing, buffing, finishing, plating, polishing, tempering, packing, shipping, or storing; provided that any resulting cinders, dust, flashing, fumes, gas, noise, odor, refuse matter, smoke, vapor, or vibration is no greater or more detrimental to the neighborhood than the specified uses, that no extra fire hazard is created, and the permitted uses as determined by the Planning Commission is similar in character to one of the specific uses in this section.

('97 Code, § 150.382)

WHEREAS, sections 154.141 of the City of Piqua Code of Ordinances provides the procedure for considering an amendment to the zoning code; and,

WHEREAS, the Planning Commission has studied the request, and conducted a public hearing concerning this matter;

NOW THEREFORE BE IT RESOLVED, board member Mr. Spoltman hereby moves to recommend (approval or denial) of the request made, as described by this resolution, the testimony provided, and the documents attached hereto as Exhibit 'A', and the motion is seconded by board member Mrs. Pearson, and the voting record on this motion is hereby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Gary Koenig	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Stu Shear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mrs. Cindy Pearson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT A

§ 154.027 I-1 LIGHT INDUSTRIAL DISTRICT.

(A) *Intent.* The purpose of this district is to provide for industrial uses with limited objectionable external effects in areas that are suitable for industrial development by reason of location, topography, soil conditions, and the availability of adequate utilities and transportation systems. The intent is to permit most manufacturing, wholesaling, and warehousing activities that can be operated in a clean and quiet manner, subject only to those regulations necessary to prohibit congestion and protect adjacent residential and business activities.

(‘97 Code, § 150.381)

(B) *Principal permitted uses.*

(1) *Light industrial uses.*

(a) Light manufacturing.

(b) Construction trades and contractor offices.

(c) Industrial craft shops.

(d) Lumberyards and building materials sale and storage.

(e) Laundries and dry cleaning plants.

(f) Printing, publishing, lithographing and binding plants.

(g) Warehouses and self-service storage facilities.

(h) Wholesaling and storage facilities.

(2) *Transportation and utilities uses.*

(a) Heavy equipment rental, sales, service and storage.

(b) Transportation terminals.

(c) Public service yards and garages.

(d) Public utilities.

(3) *Retail commercial and service uses.*

(a) Nurseries and garden supply stores.

EXHIBIT A

(b) Animal hospitals, veterinary clinics and kennels, animal grooming.

(c) Sexually oriented businesses

(4) *Road service uses.*

(a) Automobile service stations.

(b) Automobile repair, painting and body shops.

(c) Vehicle sales, rental and service.

(5) Institutional

(a) Place of Worship

(5) ~~(6)~~ *Other uses.* Uses similar to the above uses and any other manufacturing or industrial enterprise, operation, or process whether making, assembling, repairing, buffing, finishing, plating, polishing, tempering, packing, shipping, or storing; provided that any resulting cinders, dust, flashing, fumes, gas, noise, odor, refuse matter, smoke, vapor, or vibration is no greater or more detrimental to the neighborhood than the specified uses, that no extra fire hazard is created, and the permitted use as determined by the Planning Commission is similar in character to one of the specific uses in this section.

('97 Code, § 150.382)

RESOLUTION NO. R-84-15

**A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE
A DEMMING PUMP FOR THE WASTEWATER TREATMENT
PLANT FROM EXCEL FLUID GROUP, LLC.**

WHEREAS, Excel Fluid Group, LLC is the official representative for Demming/Crane Pumps & Systems; and

WHEREAS, the Ohio EPA mandate's that the abilities of the plant be maintained to treat Wastewater at the approved designed flows; and

WHEREAS, With approval from the OEPA to replace the #3 Drainage Pump, a 1957 model pump instead of the #1 Raw Sewage Pump due to it's remaining in the plant system after the upgrade; 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 cost for the Pump and Installation along with a small contingency is not to exceed \$47,833.00, and will be funded by Wastewater Plant Budget 2015.

SEC. 2: A Purchase order is to be drafted to order this pump as soon as allowable by law.

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;

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 19, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A resolution authorizing to purchase a Demming Pump/Crane Pump & Installation at the Wastewater Plant from Excel Fluid Group, LLC.		
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>In late 2014 we found some significant structural issues with #1 Screw Pump that needed to be repaired. This repair is well beyond the abilities of our staff. A price quote for repairs was obtained along with cost for removal and trucking to and from the manufacturer's facility in Georgia. We then checked cost to replace our alternate backup pump system (Drainage Pumps) which will remain functioning in the new plant upgrade and be replaced at that time. The cost to replace and install that pump was smaller and would remain in service after the upgrade where the #1 Screw Pump would be removed for good. OEPA was explained the alternatives and was agreeable to the fact of this being an alternative that would remain in the plant after the upgrade and would be a better investment for the city.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	2015 Budget- Maintenance account for repair	
	Expenditure \$:	Total \$45,555.00 + an approx. 5% contingency of \$2,278.00 = \$47,833.00	
	Source of Funds:	WWTP Annual Budget	
	Narrative:	These repairs need to happen one way or another, all cost will come from wastewater budget.	
OPTIONS (Include Deny /Approval Option)	1.	Approve and replace a 1957 vintage pump with a new one along with realizing a benefit to not having to purchase a new one with the plant expansion.	
	2.	Deny and repair #1 Screw Pump for a higher cost and realize no benefit from this purchase in the future planning.	
	3.		
	4.		
PROJECT TIMELINE	Pump production time is 16weeks from placing order, then a month or so for the		

	Installation.
STAFF RECOMMENDATION	Approve and place order for new Demming Pump as soon as possible, to replace #3 Drainage Pump.
ATTACHMENTS	<p>Quote from Excel Fluid Handling for Demming/Crane Pump replacement and Instalation & Warranty Statement</p> <p>Quote from Evoqua for #1 Screw Pump Repair</p> <p>Quote from Piqua Steel and Crane for removal of #1 Screw Pump and Trucking to and from Georgia Facility</p> <p>Pump Cost Comparison Sheet</p> <p>E-mailed approval from OEPA about the direction we are are looking to go with this replacement.</p> <p>Pump PP Pictures</p>



Company: Piqua
 Name: WWTP
 Date: 3/3/2015

Pump:

Size: 8x8x15x4
 Type: 7100-DryPit Non-Clog
 Synch speed: 900 rpm
 Curve: 7150-90-PC3820
 Specific Speeds:
 Dimensions:
 Speed: 870 rpm
 Dia: 12 in
 Impeller:
 Ns: ---
 Nss: 8400
 Suction: 8 in
 Discharge: 8 in

Search Criteria:

Flow: 1400 US gpm Head: 27 ft

Fluid:

Water
 SG: 1
 Viscosity: 1.105 cP
 NPSHa: ---
 Temperature: 60 °F
 Vapor pressure: 0.2563 psi a
 Atm pressure: 14.7 psi a

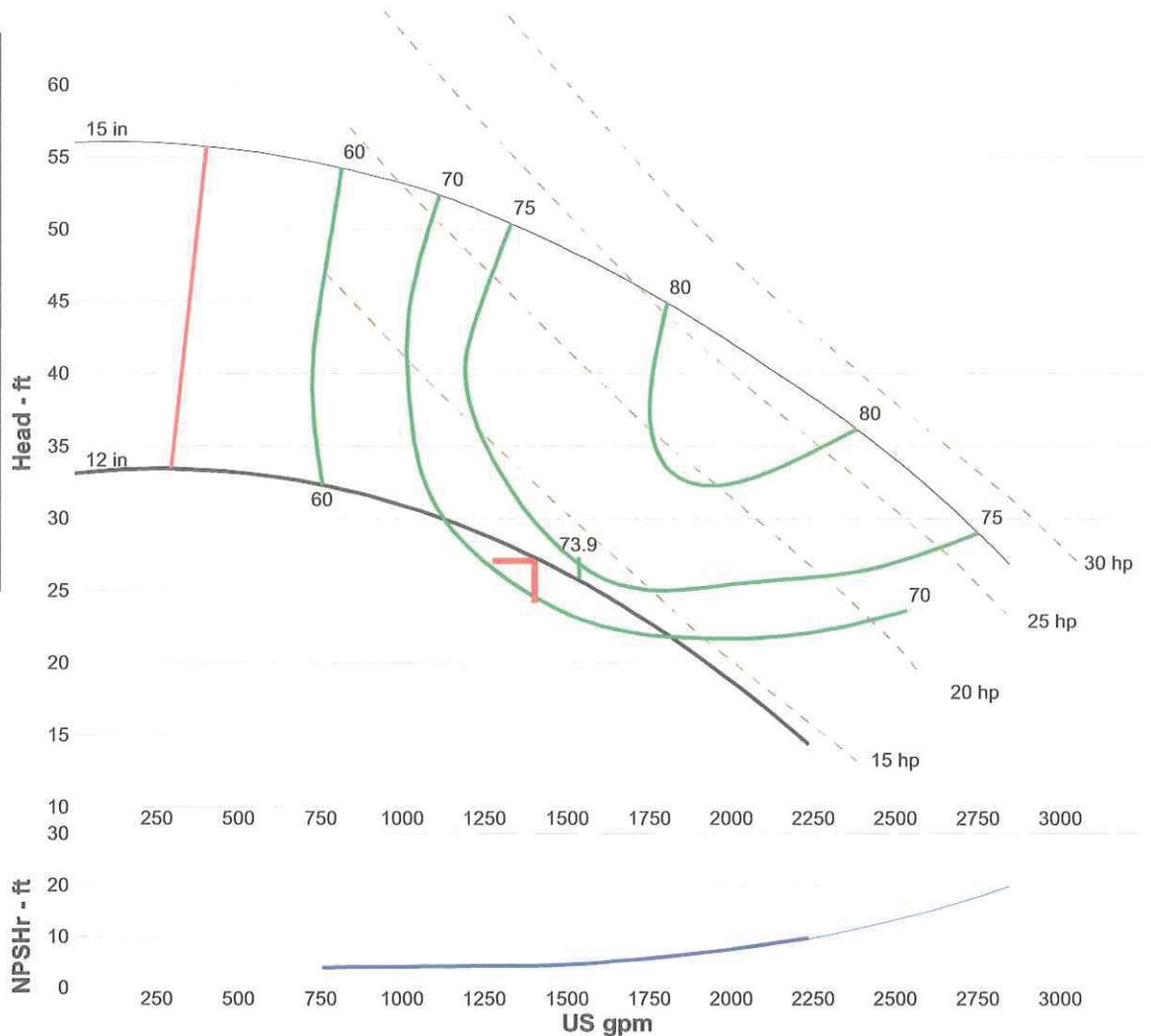
Motor:

Standard: NEMA
 Enclosure: TEFC
 Sizing criteria: Max Power on Design Curve
 Size: 15 hp
 Speed: 900
 Frame: 286T

Pump Limits:

Temperature: 225 °F
 Pressure: 150 psi g
 Sphere size: 4 in
 Power: ---
 Eye area: ---

---- Data Point ----	
Flow:	1400 US gpm
Head:	27.1 ft
Eff:	73%
Power:	13 hp
NPSHr:	4.55 ft
---- Design Curve ----	
Shutoff head:	33.1 ft
Shutoff dP:	14.3 psi
Min flow:	291 US gpm
BEP:	74% @ 1533 US gpm
NOL power:	14.4 hp @ 2233 US gpm
-- Max Curve --	
Max power:	27.2 hp @ 2380 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1680	870	23.6	72	13.9	5.49
1400	870	27.1	73	13	4.55
1120	870	30	70	12.1	4.24
840	870	31.7	62	10.7	4.06
560	870	32.5	55	9.23	3.88

#1 Raw Sewage Pump and #3 Drainage Pump Comparison

Description	Cost	Warrant only Labor
Estimated Cost for Repair of #1 Raw Sewage Pump in GA	33,450.00	
Estimated Cost for Cranes for the Removal of Pump And Transportation to GA	17,435.00	
Estimated Cost for Transportation to Piqua & Crane's for install	17,435.00	
Total	\$68,320.00	

Description	Cost
Quoted Cost for #3 Drainage New Demming/Crane Pump	26,825.00
Quoted Cost for #3 Drainage Pump install by Excell	18,730.00
Total	\$45,555.00



QUOTATION

Quote #: 37391

Date: Mar 27, 2015

Excel Fluid Group, LLC

4548 Industrial Parkway | Cleveland, OH 44135

Phone# (614) 561-1770 | Fax# (216) 941-9916

john.miller@excelfluidgroup.com

Quoted To:

City Of Piqua
 Attn: Dave Davis
 121 Bridge Street
 Piqua, OH 45356

Phone: 937-778-2065

Fax: 937-778-5167

E-mail: ddavis@piquaoh.org

Good Thru	Delivery	Sales Rep
Apr 26, 2015	Confirm	11

Qty Quoted	Model#	Description	Unit Price	Amount
		Deming Drainage Pump 1400gpm @ 27 tdh		26,825.00
1.00		Deming 7160 series pump 8X8X15X4 All Iron Construction		
1.00		Double Mechanical Seal (SC/SC/B-SC/SC/B),		
1.00		Type "C" Steel Base with Closed Ends Grout Opening and Drip Lip		
1.00		Spacer Type Coupling (Grid Type),		
1.00		Coupling Guard		
1.00		Filter Assembly		
1.00		Mount existing motor on the pump base at CPS factory in Piqua		
1.00		Removal/Installation of existing and new equipment	18,730.00	18,730.00
		Quote excludes: Freight, Controls, VFD, Motor.		
		Allow 16 weeks for delivery.		
		If an order is placed for the above pump and since motor will be		
			TOTAL PRICE	Continued

Thank you for the opportunity to offer our equipment. If you have any questions or further applications, please do not hesitate to call. We look forward to hearing from you.

Regards,

John Miller

john.miller@excelfluidgroup.com

Terms & Conditions: Prices quoted are firm for thirty days, afterwards subject to market change, and do not include any applicable taxes. Terms of payment are net thirty days to open account customers only or 20% deposit with balance prior to delivery.



QUOTATION

Quote #: 37391

Date: Mar 27, 2015

Excel Fluid Group, LLC

4548 Industrial Parkway | Cleveland, OH 44135

Phone# (614) 561-1770 | Fax# (216) 941-9916

john.miller@excelfluidgroup.com

Quoted To:

City Of Piqua

Attn: Dave Davis

121 Bridge Street

Piqua, OH 45356

Phone: 937-778-2065

Fax: 937-778-5167

E-mail: ddavis@piquaoh.org

Good Thru	Delivery	Sales Rep
Apr 26, 2015	Confirm	11

Qty Quoted	Model#	Description	Unit Price	Amount
		supplied by others, Piqua WWTP needs to supply the motor cut sheets for the motor to be used with the above pump so CP&S can drill the base at the time the order is placed.		
TOTAL PRICE				45,555.00

Thank you for the opportunity to offer our equipment. If you have any questions or further applications, please do not hesitate to call. We look forward to hearing from you.

Regards,

John Miller

john.miller@excelfluidgroup.com

Terms & Conditions: Prices quoted are firm for thirty days, afterwards subject to market change, and do not include any applicable taxes. Terms of payment are net thirty days to open account customers only or 20% deposit with balance prior to delivery.



**Evoqua Water Technologies LLC
Equipment & Installation
Budget Proposal**

Project Name

City of Piqua, OH
Internalift Screw Pump
REF: Job #200227

Proposal Date

February 12, 2015

Proposal Number

02-12-2015-ISP-FR

Proposal Submitted by:

Fergus Robinson
Evoqua Water Technologies LLC
1828 Metcalf Avenue
Thomasville, GA 31792
Phone: 229-227-8705
Fax: 229-228-0312



Internalift Screw Pump

Evoqua Water Technologies LLC is pleased to provide a proposal to furnish the following service.

General Description: Labor and Service for existing Internalift Screw Pump

SCOPE OF SUPPLY:

- **Option #1** Evoqua to weld (3) blocks on and re-install the ring on existing Internalift Screw Pump. Customer will send pump to our facility in Thomasville for labor to be performed. Note customer has had the Wear Ring already resurfaced. Cost for labor \$33,450.00
- **Option #2** Evoqua to send (2) Field Service Men to the job site to weld the (3) blocks on and remain on site while the customer has his own crew install the ring and put back in place. Cost for labor \$18,264.00

Exceptions:

- Evoqua is not responsible for the disposal of any materials.
- Any item not specifically included in this proposal is excluded from this proposal.
- No installation or checkout/ start-up service of any type is included.
- **Option #1 Does not include any material if needed for additional repair.**
- **Option #2 Does not include warranty. We will not warranty work due to the potential misalignment of the ring done in the field.**

Warranty:

- **Option #1 ONLY LABOR**

PRICE for equipment : F.O.B. Jobsite, See Options Taxes not included. Delivery is (depends on option) after receipt and acceptance of a purchase order and signed proposal. Price and delivery estimate valid for 30 days from date of this proposal.

Freight is not included in the pricing.

Payment terms to be net 30 days after shipment based on accounting approvals.

The above equipment is offered to meet the intent of the project to the extent that they relate to the equipment as detailed and offered herein. Any changes or additions required by the customer or otherwise necessary to meet the requirements will be at the Purchaser's expense.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.**

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) **Credit Approval** – All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. **Excusable Delay/Force Majeure Event**

(a) **Definitions:**

(1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) **"Force Majeure Event"** shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have



been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism,

insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or

other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

(b) **Force Majeure:** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event.

(c) **Schedule Modification:** If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.

(d) **Pricing Modification:** If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.

(e) **Right to Terminate for Force Majeure:** If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

7. **Warranty.**

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which



continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

(a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order] it. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



4243 West US Route 36
Piqua, Ohio 45356

Office: (937) 773-3632
Fax: (937) 778-8136

www.piquasteel.com
Jamie.foster@pscind.com

Submitted to: Piqua Wastewater Plant
Attn: Dave Davis
Address: 121 Bridge Street
Piqua, Ohio
Phone: 937-778-2088
Email: ddavis@piquaoh.org
Job Name: Screw Pump Removal
Job Location: Piqua, Ohio
Quote #: 15JF-4799

PSC Crane & Rigging is pleased to offer the following proposal, in which we will furnish labor, equipment, tools and insurance to do the following project:

Scope of Work:

- (1) Coordinate with Piqua Wastewater for appropriate facility access.
- (2) Mobilize PSC labor, tools, and equipment to Piqua, Ohio.
- (3) Prepare Screw Pump for removal.
- (4) Provide Cranes to Remove Pump.
- (5) Provide trucking to haul Pump to Georgia.
- (6) Clean up work-site area of all debris generated by PSC and dispose of properly.
- (7) Demobilize PSC equipment.

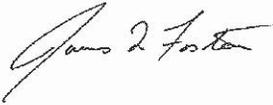
Special Notes:

- (1) PSC is not responsible for electric, water, air, or any other utilities.
- (2) Customer to have representative on site to supervise removal of pump.
- (3) Any hazardous or flammable material or fluids encountered on the project shall be the responsibility of customer to remove and dispose of.
- (4) Any items that impede the relocation process shall be relocated or removed by the customer prior to PSC commencing work.
- (5) Customer shall provide a clear and unobstructed area for access through the facility, for operating around equipment locations, and for rigging of the equipment.

- (6) Any delays resulting beyond PSC control may be handled as a change order and customer shall be charged accordingly. (i.e. inadequate access, plant interference, power outages, additional mobilizations, late trucks, etc.)
- (7) Quoted amount is based on normal working hours Monday – Friday 7:00 a.m. – 5:00 p.m.
- (8) Sales tax NOT included

We sincerely appreciate the opportunity of submitting our proposal and look forward to serving you on this project. Should you have any questions, please do not hesitate to call our office.

Sincerely,



James L. Foster
Estimator / Project Manager

Quoted Price \$17,435.00

Seventeen Thousand Four Hundred Thirty Five Dollars and Zero Cents

Authorized Acceptance
Of Proposal Signature: _____

Date: _____

PO #: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

CONDITIONS TO PROPOSAL AND AGREEMENT

Piqua Steel Company, (hereinafter PSC) and the Customer executing the Agreement on the reverse side of this document (hereinafter Customer) agrees as follows with respect to the work to be performed by PSC under this Agreement:

1. PSC agrees to perform the described work in a workmanlike and timely manner in consideration of the payment of the contract sum set forth on the reverse side of this document.
2. PSC will not be liable in damages for any delay in performance caused by weather, work stoppages, strikes, acts of God, or any other acts beyond the control of PSC. In no event shall PSC be liable for consequential damages.
3. Any change order or deviation from the terms of the agreement on the reverse side of this document will not be recognized unless it shall be in writing and signed by both parties or their representatives.
4. PSC agrees to save harmless the customer from any loss, damage, or expense arising out of performance of the negligence or lack of workmanlike manner of PSC in performing the work. Customer likewise agrees to save harmless PSC from any loss, damage or expense incurred by PSC arising out of the performance of the work in those instances where the damage or loss is not the result of actions by PSC.
5. Customer shall notify PSC of the use or presence on the job sites of any hazardous substances of a type which an employer is required by law to notify its employees, and will have available sufficient MSDS reports to make employees aware of any danger and the proper precautions and emergency procedures pertaining to said substances.
6. Customer agrees to maintain all required Workers' Compensation coverage and Contractor liability coverage at the job site and to save PSC harmless from any claims by persons other than employees of PSC with respect to damages or claims of damage arising out of the work or the job site.
7. PSC may subcontract or assign this agreement or parts thereof in the event it may become necessary for the timely completion of the work.
8. All remedies hereunder may be sought in the Courts of the State of Ohio, or in the State in which the job site is located.
9. In the event the work is a portion of a project requiring more than one week of time for completion, the customer shall provide PSC with a detailed progress schedule of the project indicating the dates upon which the work to be performed by PSC is scheduled to be performed. PSC shall be notified in advance of any deviation from the schedule in order that PSC may make appropriate schedule changes to meet the deviations.
10. Any payments owing to PSC under the Agreement shall be paid within 60 days of billing, and shall carry interest at 1½% from the 60th day following billing until paid in full. PSC may terminate this agreement at any time payments upon the outstanding balance are unpaid for a period exceeding ten days after they are due. Such termination shall be in writing and thereafter, PSC shall be entitled to recover damages from the customer for the work executed and for reasonable overhead, profit, and damages.

#1 Raw Sewage Pump



#1 Raw Sewage Pump Damage



#3 Drainage Pump



#3 Drainage Pump



RESOLUTION NO. R-85-15

**A RESOLUTION AWARDING A CONTRACT
TO AXTELL'S INC. FOR THE PIQUA
AIRPORT – HARTZELL FIELD CRACK
SEAL AND REMARKING PROJECT**

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Crack Seal and Remarking Project at the Piqua Airport; and

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

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

SEC. 1: A contract is hereby approved with Axtell's Inc. as the lowest, responsible bidder for the Piqua Airport – Hartzell Field Crack Seal and Remarking Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$50,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 19, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Axtell's Inc. for the Piqua Airport – Hartzell Field Crack Seal and Remarking Project.		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>On May 7, 2015, five bids were received for the Crack Seal and Remarking Project (see attached Exhibit A). In general, the work will consist of crack sealing and remarking of runway 8-26, the taxiways and the apron, including the runway holding position markings.</p> <p>While the City has never worked with Axtell's Inc. before, a comprehensive reference check has revealed that they are more than capable of performing this type of project as was evident by their extensive list of Airports they have worked for in the past, as well as the positive comments received as a part of the reference check process.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$50,000	
	Expenditure \$:	\$50,000 (including contingency)	
	Source of Funds:	101 Fund (Airport Fund) & Ohio Airport Grant	
	Narrative:	Through the Ohio Airport Grant Program, the City received funding for 90% of the project construction. The City will provide 10% of the construction cost, which based upon the bids, will be a maximum of \$5,000. This resolution includes a contingency for items of work which may be required which are not included in the original plans and specifications.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and complete the crack seal and remarking of the runway at the Piqua Airport.	
	2.	Do not approve the resolution and do not complete the work at the airport and return the grant funding.	
PROJECT TIMELINE	The work will begin as soon as possible and has a completion date of July 27, 2015.		

STAFF RECOMMENDATION	Approve the resolution to allow for the completion of the crack seal and remarking project at the Piqua Airport – Hartzell Field.
ATTACHMENTS	Bid Tabulation (Exhibit A)

14-06 PIQUA AIRPORT-HARTZELL FIELD CRACK SEAL AND REMARKING
 BID TAB

EXHIBIT A

Item	Axtell's Inc.			axtell's pavement solutions			PS Construction Fabrics, Inc			Hi-Lite Airfield Services, LLC			American Pavements, Inc.		
	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Item List #1 - Base Bid - Quantity Sheet															
P-100 - MOBILIZATION - LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 12,449.00	\$ 12,449.00	\$ 8,800.00	\$ 8,800.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
P-420 - PAVEMENT CRACK REPAIR - LF	20,000.00	\$ 0.38	\$ 7,600.00	\$ 0.60	\$ 12,000.00	\$ 0.65	\$ 13,000.00	\$ 1.55	\$ 31,000.00	\$ 3.25	\$ 65,000.00	\$ 3.25	\$ 65,000.00	\$ 3.25	\$ 65,000.00
P-620 - RUNWAY MARKING (WHITE, WITH BEADS) - SF	20,000.00	\$ 0.55	\$ 11,000.00	\$ 0.60	\$ 12,000.00	\$ 0.60	\$ 12,000.00	\$ 0.45	\$ 9,000.00	\$ 0.55	\$ 11,000.00	\$ 0.55	\$ 11,000.00	\$ 0.55	\$ 11,000.00
P-620 - TAXIWAY MARKING (YELLOW, WITH BEADS) - SF	2,500.00	\$ 1.25	\$ 3,125.00	\$ 1.00	\$ 2,500.00	\$ 0.70	\$ 1,750.00	\$ 0.45	\$ 1,125.00	\$ 0.65	\$ 1,625.00	\$ 0.65	\$ 1,625.00	\$ 0.65	\$ 1,625.00
P-620 - OUTLINE MARKING (BLACK, NO BEADS) - SF	7,000.00	\$ 0.28	\$ 1,960.00	\$ 0.60	\$ 4,200.00	\$ 0.60	\$ 4,200.00	\$ 0.30	\$ 2,100.00	\$ 0.55	\$ 3,850.00	\$ 0.55	\$ 3,850.00	\$ 0.55	\$ 3,850.00
M-103 - CLOSED RUNWAY MARKERS (OWNER-FURNISHED) - EA	2.00	\$ 50.00	\$ 100.00	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
M-107 - AVIATION BARRICADES - LF	70.00	\$ 10.00	\$ 700.00	\$ 10.00	\$ 700.00	\$ 15.00	\$ 1,050.00	\$ 5.00	\$ 350.00	\$ 10.00	\$ 700.00	\$ 10.00	\$ 700.00	\$ 10.00	\$ 700.00
M-107 - BUCKET BARRICADES - LF	18.00	\$ 2.00	\$ 36.00	\$ 5.00	\$ 90.00	\$ 150.00	\$ 2,700.00	\$ 10.00	\$ 180.00	\$ 14.00	\$ 252.00	\$ 14.00	\$ 252.00	\$ 14.00	\$ 252.00
Total Base Bid															
		\$	\$ 29,521.00	\$	\$ 45,939.00	\$	\$ 43,900.00	\$	\$ 48,855.00	\$	\$ 88,027.00	\$	\$ 88,027.00	\$	\$ 88,027.00
Item List #2 Alternate Bid 1 - Quantity Sheet															
P-420 - CRACK SEALING - LF	4,000.00	\$ 0.45	\$ 1,800.00	\$ 0.60	\$ 2,400.00	\$ 0.95	\$ 3,800.00	\$ 1.55	\$ 6,200.00	\$ 3.50	\$ 14,000.00	\$ 3.50	\$ 14,000.00	\$ 3.50	\$ 14,000.00
P-620 - PERMANENT PAVEMENT MARKING - SOLID YELLOW - SF	11,000.00	\$ 0.60	\$ 6,600.00	\$ 0.60	\$ 6,600.00	\$ 0.60	\$ 6,600.00	\$ 0.45	\$ 4,950.00	\$ 0.53	\$ 5,830.00	\$ 0.53	\$ 5,830.00	\$ 0.53	\$ 5,830.00
P-620 - PERMANENT PAVEMENT MARKING - SOLID BLACK - SF	11,000.00	\$ 0.34	\$ 3,740.00	\$ 0.60	\$ 6,600.00	\$ 0.60	\$ 6,600.00	\$ 0.45	\$ 4,950.00	\$ 0.55	\$ 6,050.00	\$ 0.55	\$ 6,050.00	\$ 0.55	\$ 6,050.00
Total Alternate Bid 1															
		\$	\$ 12,140.00	\$	\$ 15,600.00	\$	\$ 17,000.00	\$	\$ 16,100.00	\$	\$ 25,880.00	\$	\$ 25,880.00	\$	\$ 25,880.00
Item List #3 Alternate Bid 2 - Quantity Sheet															
P-420 - CRACK SEALING - LF	2,000.00	\$ 0.50	\$ 1,000.00	\$ 0.60	\$ 1,200.00	\$ 1.85	\$ 3,700.00	\$ 1.55	\$ 3,100.00	\$ 3.50	\$ 7,000.00	\$ 3.50	\$ 7,000.00	\$ 3.50	\$ 7,000.00
M-107 - AVIATION BARRICADES - LF	300.00	\$ 5.00	\$ 1,500.00	\$ 0.30	\$ 90.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 10.00	\$ 3,000.00	\$ 10.00	\$ 3,000.00	\$ 10.00	\$ 3,000.00
P-620 - PERMANENT PAVEMENT MARKING - SOLID YELLOW - SF	100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.50	\$ 150.00	\$ 10.00	\$ 1,000.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
Total Alternate Bid 2															
		\$	\$ 2,600.00	\$	\$ 1,390.00	\$	\$ 5,350.00	\$	\$ 5,600.00	\$	\$ 10,100.00	\$	\$ 10,100.00	\$	\$ 10,100.00
Total Base and Alternate Bids															
		\$	\$ 44,261.00	\$	\$ 62,929.00	\$	\$ 66,250.00	\$	\$ 70,555.00	\$	\$ 124,007.00	\$	\$ 124,007.00	\$	\$ 124,007.00

AMENDED 5-18-2015
RESOLUTION NO. R-86-15

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT TO PERMIT
THE USAGE OF A PORTION OF FOUNTAIN PARK BY
THE MIAMI VALLEY CORVETTE CLUB

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

SEC. 1: The City Manager is hereby authorized to permit the Miami Valley Corvette Club, to hold a Car Show on June 13, 2015 to use that part of Fountain Park between the Hance Pavilion and the dining hall, upon the condition that the Miami Valley Corvette Club obtain liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000, with the City of Piqua being named an additional insured for each event. The rental fee for this lease shall be \$1.00 and other valuable consideration.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #6

MEETING DATE	May 12, 2015			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT THE USAGE OF A PORTION OF FPOUNTAIN PARK TO MIAMI VALLEY CORVETTE CLUB			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	The Miami Valley Corvette Club desires to host a car show at fountain Park. The event will be open to the public and the display area will primarily occupy a shaded grassy area between the dining hall and Hance Pavilion. The event will be essentially the same as last year excepting there will be no musical entertainment.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	0		
	Expenditure \$:	0		
	Source of Funds:			
	Narrative:	These type of community events contribute positively to a community's quality of life and the local economy.		
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the lease.		
	2.	Defeat the resolution and deny the lease.		
PROJECT TIMELINE	May 19, 2015 Regular City Commission meetings.			
STAFF RECOMMENDATION	Approve the proposed resolution.			
ATTACHMENTS	1. Resolution and lease agreement and special event application			

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____ 2015, by and between the City of Piqua and the Miami Valley Corvette Club as follows:

Section 1: For one dollar and other valuable consideration, the City leases to the Club the below-listed public park facilities for the day of June 13, 2015

That portion of Fountain Park between Hance Pavilion and the dining hall.

Section 2: The Club shall occupy and use the leased premises solely for the purposes of the annual Independence Day celebration and related activities.

Section 3: The Club shall obtain liability insurance satisfactory to the City Manager at a minimum coverage of \$1,000,000.

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

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

Section 6: This agreement shall not be assignable.

Section 7. The Club and all vendors shall comply with all inspections and obtain any permits required prior to display of automobiles, at the Club's expense.

Section 8. The City shall review and contract with all exhibitors. No contract with any exhibitor shall place any liability upon the City.

Section 9. The Club shall be responsible for basic clean-up of the facilities after the conclusion of the festival.

Executed as of the above-referenced date by:

Gary A. Huff, City Manager
City of Piqua

President, Miami Valley Corvette Club

Form Name:	Special Event Permit Application
Submission Time:	February 8, 2015 10:00 pm
Browser:	IE 11.0 / Windows 8.1
IP Address:	69.133.44.55
Unique ID:	182414836
Location:	39.254901885986, -84.239097595215

Section 1 - Applicant Information

Event Name	Miami Valley Corvette Club Car Show
Applicant Name	Steve Greggerson
Applicant Name	Steve Greggerson
Applicant Address	9450 N Hetzler Rd Piqua, OH 45356
Applicants Phone Number	(937) 773-0831
Applicant's Email Address	jgreggerson@woh.rr.com
Event Sponsor	Miami Valley Corvette Club

Section 2 - Event Information

Event Location	Fountain Park
Will This Event Take Place or restrict use on Public Streets, Bikepaths, Sidewalks for Other Public Rights-of-Way?	No
Will streets and/or roads need to be closed for this event?	No
Will This Event Take Place in a Public Park, Public Building or other Public Facility?	Yes
Will This Event Take Place in an Indoor Public Facility?	No
Date of Event	Jun 13, 2015
Alternate Date of Event	Jun 13, 2015
Event Description	This Car Show is sponsored by the Miami Valley Corvette Club, open to all, cars will be judged in several categories.
Request Description	This Car Show is sponsored by the Miami Valley Corvette Club, open to all, cars will be judged in several categories.
Event Set Up Start Time	08:00 AM
Event Start Time	10:00 AM
Event Finish Time	04:00 PM
Event Tear Down Finish Time	06:00 PM

Section 3 - Event Details

Please provide the name and cell phone number of an Emergency Contact for the event.	Steve Greggerson 937 418-0748
Will the general public be invited to this event?	Yes
Anticipated Attendance for Event	100+ vehicles
Will the event require electric service?	Yes

Will the event require a water hook-up?	Yes
Will tents or other temporary structures be erected?	Yes
Will fencing or other perimeter crowd controls be erected?	No
Will you required EMS/Fire Service?	No
Will food and/or beverages be served?	Yes
Will alcholic beverages be served?	No
Will food and/or beverages be served for sale?	Yes
Will you provide additional dumpsters/trashcans and trash removal services?	No
Will there be amplified noises created by the event?	Yes
Will there be open burning of fires at the event?	No
Will the event include a parade?	No
Will the event include amusement rides and/or inflatables?	No
Will the event include non-domesticated or agricultural animals?	No
Please provide details of the food and/or beverages to be sold	For profit and non-profit groups have been invited in the past to participate in the show. These groups have been responsible for required food service permits required for compliance with health standards.
Will merchandise be sold?	No
Will admission fees, entry fees or other fees be charged?	Yes
Please describe the fees being charged	Registration is \$10 per vehicle.
Please indicate what services you will provide for the event	Parking Control Staff Security Personnel
Have you provided a site plan to the Development Department?	No
Which departments or other organizations have you notified of your event?	We have notified planning dept.
Please provide any additional information and necessary details regarding the event	The car show become an annual event used as a fundraising operation for charitable donation. We have donated to the Bethany Center, Hospice of Miami County and the Johnston Farm. We have not identified a recipient for the funds raised this year but this will be done soon and then publicized along with the Car Show.

Section 4 - Additional Insured

Contact Information for the Insurance Company providing Certificate of Insurance for the Event	National Corvette Club of America
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Do you have the ability to obtain this insurance?	Yes
Have you emailed the Current Certificate of Insurance (ACORD Form) naming the City of Piqua as an additional insured party to the Development Department?	No
Please provide any additional information and necessary details regarding the Additional Insured Request	We will present the necessary forms for insurance coverage to the City of Piqua prior to the show.
Agreeing to Pre-Planning and Lease Conditions	By checking this box, the submitting party agrees to attend any and all pre-planning meetings that may be required and to meet all conditions of leases that may required.

RESOLUTION NO. R-87-15

A RESOLUTION AWARDING A CONTRACT TO WESTERN OHIO ASPHALT SEALING, LLC FOR THE REPAIRS, CRACK FILLING, SEALING AND PAVEMENT MARKING FOR THE MUNICIPAL GOVERNMENT COMPLEX PARKING LOT

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Municipal Parking lot repairs, crack sealing and pavement marking; and

WHEREAS, after proper advertisement, bids were opened on April 17, 2015, resulting in the tabulation of bids as listed in Exhibit A attached hereto;

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

SEC. 1: A contract is hereby approved with Western Ohio Asphalt Sealing, LLC as the lowest, responsible bidder for the Municipal Government parking lot repairs and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$31,000.00.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	May 19, 2015		
REPORT TITLE	A RESOLUTION AWARDING A CONTRACT TO WESTERN OHIO ASPHALT SEALING, LLC FOR THE REPAIRS, CRACK FILLING, SEALING AND PAVEMENT MARKING FOR THE MUNICIPAL GOVERNMENT COMPLEX PARKING LOT		
SUBMITTED BY	Name & Title: Bob Graeser, Project Manager		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND	<p>Work will include repairing all catch basins so that parking areas will drain properly, all cracks will be filled, and complete parking surface will be sealed and have new pavement markings.</p> <p>To reduce the impact to employees and operations of the MGC this work will be performed when the building is closed.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$31,000.00 for Base Bid	
	Expenditure \$:	\$31,000.00 (includes contingency)	
	Source of Funds:	MGC Building fund (001-002-818-7553)	
	Narrative:	This resolution includes a \$1,088.86 contingency for items of work which may be required which are not included in the original plans and specifications.	
OPTIONS	1.	Approve the resolution R-88-15 to repair the MGC Parking lot.	
	2.	Do not approve the resolution R-88-15 and give staff further instruction.	
PROJECT TIMELINE	It is anticipated this work will take place between June and the end of July of 2015.		
STAFF RECOMMENDATION	Approve the resolution to allow for MGC Parking lot repairs.		
ATTACHMENTS	IFB # 1512 Bid Tabulation (Exhibit A)		

City of Piqua, OH
 Parking lot repair bid for MGC - IFB # 1512
 Opened 4/17/15 at 2:00 p.m.

	Ticon Paving, Inc. Piqua, OH	Western Ohio Asphalt Sealing Versailles, OH
Provide all material, labor, equipment, etc to do all the work as described in our bid document		
Option A: after 5:15 pm on a weekday	NB	\$ 29,911.34
Option B: on a weekend	NB	\$ 29,911.34
Option C: during normal working hours	\$ 34,498.17	\$ 29,911.34
Added option for 30' x 4" patching to zone 10	\$ 771.36	
Added 2 catch basin risers to zones 7 & 16	\$ 275.00	

Bids were also sent to the following companies:
 Wagner Paving
 Vandalia Blacktop
 Valley Asphalt

RESOLUTION NO. R-88-15

A RESOLUTION AWARDING A CONTRACT TO L. J. DEWEESE FOR THE WEST INTERCEPTOR TO ECHO LAKE PROJECT

WHEREAS, on January 6, 2015, this Commission passed Resolution No.R-7-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the 2015 West Interceptor to Echo Lake; and

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

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

SEC. 1: A contract is hereby approved with L.J. Deweese Co., Inc. as the lowest, responsible bidder for the 2015 West Interceptor to Echo Lake Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$230,830.

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

Item #8

MEETING DATE	May 19, 2015			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AWARDING A CONTRACT TO L.J. DEWEESE CO. INC, FOR THE WEST INTERCEPTOR PROJECT.			
SUBMITTED BY	Devon Alexander, Storm Water Coordinator			
	Storm Water Department			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance	
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission	
BACKGROUND (Description, background, justification)	The West Interceptor Project will elevate the pre-existing ditch that runs from Sunset Drive, to Echo Lake. There will be roughly 800 feet of pre-existing storm water ditch vacated, and a new 36" storm water pipe will be put in place with the vicinity of the ditch.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$240,000		
	Expenditure \$:	\$230,830		
	Source of Funds:	411-000-175-1750		
	Narrative:	The bid for L.J. Deweese came in at \$209,845. With a 10% contingency, that would put the amount at 230,830. The engineers estimate was \$234,850.		
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the utility easement.		
	2.	Defeat the resolution and deny the utility easement.		
PROJECT TIMELINE	May 19 th , 2015 Regular City Commission meetings.			
STAFF RECOMMENDATION	Approve the proposed resolution.			
ATTACHMENTS	1. Resolution and AECOM Recommendation Letter			



AECOM
277 West Nationwide Boulevard
Columbus, OH 43215-2566
www.aecom.com

614 464 4500 tel
614 464 0588 fax

May 8, 2015

Mr. Devon Alexander
Stormwater Coordinator
City of Piqua
201 West Water Street
Piqua, OH 45256

**RE: Bid Recommendation
Western Interceptor to Echo Lake**

Dear Mr. Alexander:

Bids were received for the above-referenced project and publicly opened on Thursday, April 30, 2015, at 10:00 AM. A total of two bids were received; each from General Contractors offering a total bid price based on quantities and unit prices. Listed below is summary of these bids:

<u>Name</u>	<u>Bid Amount</u>
L.J. DeWeese Co., Inc.	\$209,845
Brumbaugh Construction, Inc.	\$233,831

The Engineer's estimate of cost of construction was \$234,850. The low bid did not exceed 10% of the Engineer's Estimate. The bids ranged from 10.6% below to 0.4% below the estimate.

Both bids were reviewed for conformance with the bidding requirements of the Contract Documents and comments are listed below:

Bid Form

- Each bidder submitted a completed bid form as required.

Acknowledgement of Addendum

- Each bidder acknowledged receipt of Addendum 1.

Bid Price Extensions

- Each bidder's Extension Price was consistent with the Unit Price and Quantities listed in the Quantity Sheet.
- Each bidder's Total was consistent with the summation of the Extended Price listed on the Bid form.

Bid Security

- L.J. DeWeese Co., Inc submitted a fully executed bond from Western Surety Company.
- Brumbaugh Construction Inc. submitted a fully executed bond from the Ohio Casualty Company.

Authority to Sign Contracts

- L.J. DeWeese Co., Inc has submitted an Authority to Sign.
- Brumbaugh Construction Inc. has submitted an Authority to Sign.

Bidder's Qualifications

- Both bidders indicated that qualifications for the project would be provided within five days of the bid date. Qualifications received from L.J. Deweese Co. Inc. appear to be adequate to perform this type of work.

Non-Collusion Affidavit

- Each bidder submitted a properly completed Non-Collision Affidavit Form as required.

Personal Property Tax Disclosure Affidavit

- Each bidder submitted a properly completed Personal Property Tax Disclosure Affidavit Form as required.

Comments on Variances

The Instruction to Bidders gives the Owner the right to waive any apparent irregularities in the bids. Our understanding is that this relates to conditions that would materially affect the price of the bid or give the bidder a critical advantage.

In the case of the bids reviewed for this project, no variances were noted. In our opinion, there were no significant variances in the bids reviewed giving one bidder an unfair advantage over the other.

Recommendation

It is the professional engineering opinion of AECOM that each of the bidders have sufficiently complied with the Project Manual requirements. As noted, the Owner has the right to waive discrepancies as described in the Instructions to Bidders. There does not appear to be significant procedural, technical, or administrative restrictions in awarding the subject Contract.



Subject to review of your legal counsel and a determination that the City has the funds available to cover the cost of the proposed work, we recommend that the Contract be awarded to:

L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371
In the amount of \$209,845

AECOM recommends that the City have the bids reviewed by the appropriate legal counsel prior to the final Contract award to ensure that the legal and bonding requirements of the Bidding Documents are satisfied.

Sincerely,

AECOM Corporation

A handwritten signature in blue ink, appearing to read "Jeffrey R. Kerr". The signature is written in a cursive style and is positioned over the printed name and title.

Jeffrey R. Kerr, P.E.
Senior Project Manager

Enclosures: Bid Tabulation

cc: Central Files

Item List #1 - Base Bid - Quantity Sheet	Item	L.J. DeWeese Co., Inc.		Brumbaugh Construction, Inc.		
		Quantity	Price	Extension	Price	Extension
201 - Tree Removed, 4-15 Inches - EA.		13.00	\$ 600.00	\$ 7,800.00	\$ 200.00	\$ 2,600.00
201 - Tree Removed, 16 Inches & Larger - EA.		3.00	\$ 1,100.00	\$ 3,300.00	\$ 400.00	\$ 1,200.00
201 - Clearing and Grubbing (Includes ditch cleaning) - L.S.		1.00	\$ 29,000.00	\$ 29,000.00	\$ 23,500.00	\$ 23,500.00
202 - Pipe Removed, 36 Inches and Under - L.F.		34.00	\$ 30.00	\$ 1,020.00	\$ 14.00	\$ 476.00
202 - Pipe Abandoned (Cut and Plug Conduit), 36 Inches and Under, As Per Plan - EA.		2.00	\$ 250.00	\$ 500.00	\$ 1,500.00	\$ 3,000.00
203 - Excavation & Embankment (Ditch Grading Restoration) - C.Y.		450.00	\$ 40.00	\$ 18,000.00	\$ 35.00	\$ 15,750.00
207 - Temporary Sediment and Erosion Control - L.S.		1.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
253 - Pavement Repair - S.Y.		13.00	\$ 100.00	\$ 1,300.00	\$ 150.00	\$ 1,950.00
511 - Class C Concrete, Headwall - C.Y.		5.00	\$ 700.00	\$ 3,500.00	\$ 1,600.00	\$ 8,000.00
601 - Rock Channel Protection, Type B with Filter Fabric - C.Y.		26.00	\$ 150.00	\$ 3,900.00	\$ 70.00	\$ 1,820.00
601 - Rock Channel Protection, Type C with Filter Fabric - C.Y.		120.00	\$ 150.00	\$ 18,000.00	\$ 65.00	\$ 7,800.00
601 - Rock Channel Protection, Type D with Filter Fabric - C.Y.		10.00	\$ 150.00	\$ 1,500.00	\$ 62.00	\$ 620.00
611 - 24-Inch, RCP Class IV Storm Sewer with Type 2 Bedding and Compacted Gran. Backfill - L.F.		8.00	\$ 150.00	\$ 1,200.00	\$ 80.00	\$ 640.00
611 - 36-inch, RCP Class IV Storm Sewer with Type 2 Bedding and Compacted Gran. Backfill - L.F.		12.00	\$ 225.00	\$ 2,700.00	\$ 100.00	\$ 1,200.00
611 - 30-inch, RCP Class II Storm Sewer with Type 2 Bedding and Compacted Backfill - L.F.		20.00	\$ 175.00	\$ 3,500.00	\$ 125.00	\$ 2,500.00
611 - 30-Inch Storm Sewer with Type 2 Bedding and Compacted Backfill - L.F.		291.00	\$ 125.00	\$ 36,375.00	\$ 150.00	\$ 43,650.00
611 - Storm Manhole with 60-Inch Base and Solid Lid - EA.		5.00	\$ 3,500.00	\$ 17,500.00	\$ 10,000.00	\$ 50,000.00
614 - Maintaining Traffic, As Per Plan - L.S.		1.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
623 - Construction Layout Stakes - L.S.		1.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
624 - Mobilization - L.S.		1.00	\$ 5,500.00	\$ 5,500.00	\$ 15,175.00	\$ 15,175.00
651 - Topsoil Stockpile - C.Y.		150.00	\$ 15.00	\$ 2,250.00	\$ 40.00	\$ 6,000.00
652 - Placing Stockpile Topsoil - C.Y.		150.00	\$ 30.00	\$ 4,500.00	\$ 15.00	\$ 2,250.00
659 - Seeding and Mulching, Class 1 Lawn Mix - S.Y.		1,425.00	\$ 4.00	\$ 5,700.00	\$ 2.00	\$ 2,850.00
Spec. - Seeding and Mulching, Shade Tolerant Turf Grass Mixture - S.Y.		475.00	\$ 8.00	\$ 3,800.00	\$ 3.00	\$ 1,425.00
Spec. - Permanent Check Dam Per Detail - EA.		3.00	\$ 1,500.00	\$ 4,500.00	\$ 500.00	\$ 1,500.00
Spec. - Rock Channel Protection, Type C with Filter, Per Ditch Restoration Detail - C.Y.		40.00	\$ 150.00	\$ 6,000.00	\$ 70.00	\$ 2,800.00
Spec. - Rock Channel Protection, Type D with Filter, Per Ditch Restoration Detail - C.Y.		75.00	\$ 150.00	\$ 11,250.00	\$ 65.00	\$ 4,875.00
Spec. - Storm Manhole with 60-Inch Base W/ Orifice Plate and Grated Lid - EA.		1.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
Spec. - Bypass Pumping, As Directed - L.S.		1.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
Spec. - Field Tile, Underdrain, Culvert, Sanitary Sewer Service, Water Line, and Gas Line Repair/Replacement, As Directed - L.F.		50.00	\$ 35.00	\$ 1,750.00	\$ 25.00	\$ 1,250.00
TOTAL BID			\$	209,845.00	\$	233,831.00