REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 15, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL

PROCLAMATION: ROBERT N. HARTZELL DAY IN THE CITY OF PIQUA

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of othe minutes from the January 6, 2015 Joint Meeting of the Washington Township Trustees and Piqua City Commission

NEW BUSINESS

2. RES. NO. R-126-15
   A Resolution appointing a member to the Board of Trustees of Forest Hill Union Cemetery

ADJOURNMENT

EXECUTIVE SESSION

EXECUTIVE SESSION
Move to Executive Session to consider the purchase or sale of property for public purposes

ADJOURNMENT

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

3. APPROVAL OF MINUTES
   Approval of the minutes from the August 27, 2015 Piqua City Commission Joint Worksession with the Piqua City School Board and the approval of the minutes from the September 1, 2015 Regular Piqua City Commission meeting

NEW BUSINESS

4. ORD. NO. 11-15 (1st Reading)
   An Ordinance granting to Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise in the City of Piqua, State of Ohio, for a period of five (5) years, automatically renewing for additional periods of five (5) years unless notice is given, commencing on the effective date of this Ordinance

5. RES. NO. R-127-15
   A Resolution approving the tax rates for the City as determined by the Miami County Budget Commission

6. RES. NO. R-128-15
   A Resoluton requesting authorization to enter into an agreement with Korda/Nemeth Engineering, Inc. for the Engineering Design Services for the East Ash Street Bikeway project

7. RES. NO. R-129-15
   A Resolution authorizing preliminary consent legislation with the Ohio Department of Transporation (ODOT) for the proposed resurfacing of a portion of US Route 36

8. RES. NO. R-130-15
   A Resolution authorizing preliminary consent legislation with the Ohio Department of Transportation (ODOT) for the microsurfacing of a portion of US Route 36

9. RES. NO. R-131-15
   A Resolution authorizing preliminary consent legislation with the Ohio Department of Transportation (ODOT) for bridge repairs on State Route 66

10. RES. NO. R-132-15
    A Resolution authorizing a lease with the Miami County Amateur Radio Club for radio communicatons purposes

MONTHLY REPORTS – JUNE 2015

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

CITY COMMISSION OFFICE

Mayor Lucinda L. Fess - City Commissioner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2051 • FAX (937) 778-2048
Email: ward5comm@piquaoh.org

PROCLAMATION

WHEREAS, *Robert N. Hartzell will be inducted into the National Aviation Hall of Fame on October 2, 2015 upon his nomination of this honor in 1994; and*

WHEREAS, *Robert was raised in Dayton, Ohio and became interested in aviation at a young age, as he wanted to learn to fly an airplane but his Father would not allow him to engage in that adventure; and*

WHEREAS, *an embargo occurred during World War I which impacted the wood businesses eliminating shipments of hardwoods to Europe; so with Robert's interest in aviation and the impact of the war, Robert started making propellers in 1917, establishing Hartzell Propeller in the City of Piqua; and*

WHEREAS, *in the 1920's Robert started an aviation sales and service company in Dayton; and in 1924 Hartzell Propeller built a plywood airplane and won their class in the Dayton Air Races; and*

WHEREAS, *in 1927 the Hartzell Fan Company was born in the City of Piqua with the design of the propeller airfoil to produce a more efficient fan and today we are so very proud to say that this company has continued its' growth into 2015; and*

WHEREAS, *business was not Robert's only thought, and through his generosity, in 1941 he started the Hartzell-Norris trust fund to support charitable organizations to which many organizations and groups have received generous funding and supported other community projects; and*

WHEREAS, *in 1946 Robert obtained his pilot's license at the now Piqua Municipal Airport, which he later purchased and utilized as a service center for Hartzell Propeller, and in 1967 he expanded the Piqua Airport runway to 4000' and donated the runway to the City of Piqua; and*

WHEREAS, *this remarkable man,* ***Robert N. Hartzell,*** *celebrated fifty years of work in the aviation industry and we are blessed with the history and success that he has made in our City.*

NOW, THEREFORE, LET IT BE KNOWN THAT I, *Lucinda L. Fess, Mayor of the City of Piqua, do hereby declare October 3, 2015 as:*

ROBERT N. HARTZELL DAY

in the City of Piqua, and ask all citizens to join in congratulating and thanking the Hartzell family for their dedication to the City of Piqua as well as honoring Robert N. Hartzell for this remarkable distinction.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 15th day of September 2015.*

Lucinda L. Fess

LUCINDA L. FESS, MAYOR

PIQUA CITY COMMISSION
WASHINGTON TOWNSHIP TRUSTEES
Tuesday, January 6, 2015 7:30 P.M.

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

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

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

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

Approval of Minutes

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

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

NEW BUSINESS
RES. NO. R-1-15

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

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

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

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

_____
LUCINDA L. FESS, MAYOR

PASSED:_____

ATTEST:_____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-126-15

A RESOLUTION APPOINTING A MEMBER TO THE FOREST HILL UNION CEMETERY BOARD

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

SEC. 1: Frank J. Patrizio is hereby appointed to fill the unexpired term of Harlen Smoot as a member of the Forest Hill Union Cemetery Board for a term to expire on December 31, 2015 or until his successor is confirmed and qualified;

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

_____
LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

WASHINGTON TOWNSHIP TRUSTEES

_____

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_____

MINUTES
PIQUA CITY COMMISSION JOINT WORK SESSION
Thursday, August 27, 2015
4:00 P.M.

Piqua City Commission met in a City Commission Joint Work Session at 4:00 P.M. in the Piqua Central Intermediate School located at 807 Nicklin Avenue. Mayor Fess called the meeting to order. Present were Commissioners Terry, Martin, Wilson and Vogt. Also present were Piqua School Board members Lori Webster, Frank Patrizio, Andy Hite, Bob Luby and Steve Greggerson, as well as Gary Huff, City Manager; Stacy Wall, Law Director; Cynthia Holtzapple, Finance Director/Assistant City Manager, Chris Schmiesing, City Planner; Justin Sommer, Economic Development Director/Assistant City Manager and Rick Hanes, Superintendent of Piqua City Schools.

The purpose of the joint work session was to address the future of the closed Piqua school sites. Superintendent Hanes stated the Ohio Schools Facilities Commission required all sites be initially taken back to green space in order to get full funding and then the schools can do with them as they deem fit, with the long term goal being what is in the best interests of the city and the community. Mr. Hanes stated that the Nicklin site is being reserved to support the new intermediate school and will not be up for further discussion as to use.

City Manager Huff stated those in attendance from the city were strictly there as a resource and to assist in any way possible, not to tell the School Board what to do.

City Planner Schmiesing delivered a presentation of the various school sites up for discussion. Those sites are Staunton Street, Bennett, Favorite Hill, High Street and Wilder. A comprehensive plan indicated the sites are underutilized and need to assist their respective neighborhoods. It should be noted, however, that the community as a whole does not want to see low income housing on any of the sites.

With respect to Favorite Hill, Commissioner Vogt stated Brice Avenue should be extended and an intersection made with Grant Street to allow created lots to be sold for new housing, which would bring the property values up in that area. Board Member Hite agreed that new housing would be ideal for this site.

Mayor Fess stated the city is most interested in the Bennett site and as far as the other sites are concerned, the city does need new housing; maybe a little lower in price than the Deerfield area.

Board Member Patrizio stated Bennett should remain green space or, long term, build nice condominiums on the site. Regardless of what happens with the site, it is his preference that this site be given to the city with a clause that the School Board has to approve any future development, with restrictions on use. Mr. Patrizio further stated that Wilder could be a city park, but he does not want the schools to have to maintain the site.

Commissioner Wilson stated he likes the idea of city parks; however, the city currently doesn't have the manpower to maintain those parks that exist at the present time, to which Mayor Fess wholeheartedly agreed.

Commissioner Terry has concerns about the Wilder site with respect to the need for water to frequently need drained out. Superintendent Hanes stated that water appears to be natural but engineers are working with the city to come up with a resolution. Commissioner Terry suggests if there is a water issue, perhaps a splash park would be ideal. She further stated that for the 43 years she has lived in that area, this site has been utilized as a playground/park. Some residents in this area have commented on future housing for the site, which Mayor Fess agreed with.

Board Member Patrizio noted to keep in mind that if housing goes up on any of the sites, a bidding process would be necessary.

Commissioner Martin questioned the timeline for the completion of all sites, which Superintendent Hanes responded as follows: Staunton Street is complete; Favorite Hill will be completed in approximately two weeks; Bennett is currently in the process with the asbestos being completed and the demolition set to begin in two weeks; Wilder will be initiated after Bennett is completed, with the aim of all sites being completed by December 2015. Commissioner Martin would like to see requests for proposals to see who is actually interested in the sites and what possibilities exist.

City Planner Schmiesing suggested a community/neighborhood meeting to gather input and ideas as to what the respective communities/neighborhoods would like to see on the sites. Board Member Greggerson agreed that such a meeting would be a great idea. Mayor Fess stated if everyone is in agreement, that meeting should move forward. School Board members suggested separate meetings for each neighborhood affected rather than one meeting for all so as to keep it focused on one neighborhood at a time.

Commissioner Terry stated the sites are somewhat restricted because they are all in residential areas, except perhaps Staunton Street. This location is between five to six acres, which Economic Development Director Sommer stated someone could place a 20,000 square foot building. This property abuts Crane Pumps, so industrial use would be ideal.

City Manager Huff suggested city staff and School Board staff work together and come up with options for the sites.

Commissioner Martin questioned if it's reasonable to say there is a market for housing on all of the sites since the housing would be the same, however, City Planner Schmiesing stated a developer would need to determine that.

Board Member Webster doesn't believe all sites can be marketed as housing, so a decision should be made as to which site(s) would be more suitable. She further stated she is in full support of donating the Bennett Street site to the city.

Mayor Fess believes the Wilder and High Street sites could have nice housing and possibly Favorite Hill; however, that will depend on the price of the land.

Board Member Luby questioned if any known developers have expressed an interest in the sites and Mayor Fess suggested Cornerstone Construction may possibly be interested.

Commissioner Vogt believes developers will show interest when the land is available.

Superintendent Hanes noted that the sites will be ready for utilities so the developers will not have the added expense of getting them utility-ready for building.

City Manager Huff stated the goal is to continue to develop down the river. The city will continue to obtain properties for Riverfront Development as they become available. Mr. Huff further stated there are currently no plans for the Bennett site and it may stay green space, but the planning will come in segments.

Mayor Fess stated the goal is to open Riverfront and have an amphitheater, among other things, that go from Lock Nine all the way down to the Bennett site.

Superintendent Hanes made clear that everyone understand that the schools only own six feet of the parking lot back from the Bennett building; the remainder is leased from the Miami Conservancy District.

A public comment was made by Nick Alexander, 713 South Roosevelt Avenue, Piqua, Ohio, in the form of a question asking if the sites will be fenced in during the final decision making or if the sites will be accessible to the community, i.e. play areas for the children. Superintendent Hanes responded that currently the plan is for the sites to be green space while the schools maintain them, so the temporary fences will come down.

Mr. Alexander further questioned the removal of trees on the sites stating that some of the schools have memorial trees. Superintendent Hanes stated all trees are trying to be saved; however, some have had to be removed due to demolition issues. If a plaque is attached to any removed tree, that plaque is placed in the School Board office and families are contacted for input as to whether or not they would like to pick the plaque up or have it relocated elsewhere.

Motion was made by Commissioner Vogt to adjourn the Piqua City Commission Joint Work Session at 5:10 P.M.; seconded by Commissioner Martin; motion carried unanimously.

_____
LUCY FESS, MAYOR

PASSED: _____

ATTEST: _____
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

MINUTES
PIQUA CITY COMMISSION
Tuesday, September 1, 2015 7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Also present were Commissioners Terry, Wilson, Vogt, and Martin. Absent: None.

PROCLAMATION: PROSTATE CANCER AWARENESS MONTH

Mayor Fess read the proclamation.

PROCLAMATION: NATIONAL PREPARDEDNESS MONTH IN THE CITY OF PIQUA

Mayor Fess read the proclamation and presented it to Law Director Stacy Wall.

PUBLIC HEARING:

DP&L/Vectren Franchise Agreement Ms. Stacy Wall, City of Piqua Law Director

Moved by Commissioner Terry, seconded by Commissioner Wilson, to move into the Public Hearing. Voice vote, Aye: Martin, Terry, Fess, Wilson, and Vogt. Nay: None.

Law Director Stacy Wall asked anyone that wanted to speak in reference to the Franchise Agreement with Vectren Energy to please stand and raise their right hand to be sworn in by the Commission Clerk Rebecca Cool.

Commission Clerk Cool read the oath to the only individual standing, Colleen Ryan, the President of Vectren Energy Delivery.

Law Director Stacy stated the Piqua Charter requires the City hold a Public Hearing.

Ms. Wall went through the report that was prepared for the Commissioners. This is the Public Hearing and there will be three readings of the Ordinance to follow at the next regularly scheduled City Commission Meeting. This memo will serve as the Public Report as required by the Charter. The City Engineer was involved in the review of the terms, and indicated Vectren has been cooperative and has been performing in accordance with the proposed terms. There are 6 significant changes and Ms. Wall explained them, as the changes are in conformance with the relationship and process between the City of Piqua and Vectren. In addition to these changes, Vectren will be required to follow any other City, State or Federal requirements or regulation. Commissioners received a copy of the proposed ordinance explaining what the terms would be on the franchise agreement. The Ordinance is actually the Franchise Agreement but the way the Charter is written it becomes an Ordinance. The original agreement was completed in 1887 and no changes have been made to the terms and conditions since then.

Ms. Wall introduced Colleen Ryan, President of Vectren Energy Delivery to answer questions.

Public Comment

Nick Alexander, S. Roosevelt, who was not sworn in, came forward to ask where to find a copy of the agreement.

Ms. Wall explained she was not asking for questions at this meeting about the agreement, this is the Public Hearing to ask questions about the proposed Franchise and what happens with Vectren. The agreement was posted on the website for the public to view, stated Ms. Wall.

Moved by Commissioner Martin, seconded by Commissioner Vogt to adjourn from the Public Hearing at 7:40 P.M. Voice vote, Aye; Fess, Wilson, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the August 18, 2015 Regular Piqua City Commission Meeting.

Moved by Commissioner Terry, seconded by Commissioner Martin to amend the Minutes of the August 18, 2015 Piqua City Commission Meeting, in Ordinance No. 10-15, under the Public Comment to read: *Gary Koenig, Peregrine Place, Candidate for ~~4th~~ 5th Ward Commissioner/Mayor came forward and voiced his opinion on the assessment process.* Voice vote, Aye: Martin, Terry, Fess, Wilson, and Vogt. Nay: None. Motion carried unanimously to amend the minutes as stated.

RES. NO. R-118-15
A resolution of Appreciation for the Public Service of William J. Liddy as a City Employee

Mayor Fess read the Resolution of Appreciation and gave it to City Manager Huff as Mr. Liddy was not in attendance.

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

OLD BUSINESS

ORD. NO. 10-15 (3rd Reading)
An Ordinance to levy Special Assessments to pay for the cost of nuisance abatement assessment

Amy Welker, Health & Sanitation Director provided the Staff Report.

The city abates nuisance conditions such as mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. The assessments take place after the property owner has been notified of the condition and is given a timeframe to comply with the code. Failure to comply results in the abatement, stated Ms. Welker.

If the property owner fails to pay the abatement cost then the costs are certified to the County Auditor to be placed on their property taxes.

The Miami County Auditor only accepts these assessments one time per year, and the assessments are due to the Auditor by September 14, 2015.

Several of the property owners have paid since the last reading and have been removed from the list, stated Ms. Welker.

Commissioner Vogt asked if the property owners are not paying the mowing bills are they paying their property taxes? Ms. Welker explained.

Commissioner Martin asked several questions and if anyone has tried to contact someone at Hope Chapel about their mowing bills? Ms. Welker stated yes, and provided additional information.

Commissioner Wilson stated as most of the assessments are grass related he asked Ms. Welker to provide the height limit of the grass before a violation is issued. Ms. Welker stated the grass has to be 8 inches in height before a violation is issued.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 10-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 10-15 be adopted. Roll call, Aye: Terry, Fess, Wilson, Vogt, and Martin. Nay; None. Motion carried unanimously, Mayor Fess then declared Ordinance No. 10-15 adopted.

NEW BUSINESS

RES. NO. R-119-15
A Resolution authorizing a contract with Fifth Third Bank, JPMorgan Chase Bank, NA, U.S. Bank. N.A., Unity National Bank and MainSource Bank to serve as depository for public funds

Cynthia Holtzapple, Assistant City Manager/Finance Director provided the Staff Report.

State regulations requires depository agreements to be in force before political subdivisions can maintain interim funds and bank balances at qualifying financial institutions. The city currently has agreements with Fifth Third Bank, JPMorgan Chase Bank, NA, U.S. Bank, N.A. Unity National Bank, and MainSource Bank which will expire on September 30, 2015. This resolution allows the city to deposit with these institutions, but does not require us to do it, stated Ms. Holtzapple.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R119-15.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-119-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-119-15 adopted.

RES. NO. R-120-15
An Emergency Resolution authorizing a purchase order to Best Equipment Co. Inc. for the repair of trucks for the Underground Utilities Department

Shane Johnson, Underground Utilities Superintendent, provided the Staff Report.

Due to a recent unforeseen malfunction with the Vac Com Truck, we need to increase the expenditure amount not to exceed from $35,000 to $60,000. This will allow for repairs to the vacuum compressor assembly unit on the Vac Con truck and hopefully cover any future repairs to this truck and other trucks serviced by Best Equipment this year, stated Mr. Johnson. Best Equipment Co, Inc. is used for repairs to several other vehicles, and they are very specialized and the sole source for parts and repairs. Due to the age of these vehicles, the warranties have all expired, said Mr. Johnson.

Commissioner Vogt asked if any of the equipment was broken down now, if so which one? Mr. Johnson stated yes, the Vac-Con Truck.

Public Comment

Nick Alexander, S. Roosevelt asked if this was the same piece of equipment that was broken down and repaired recently. Mr. Johnson stated yes, but not for the same problem.

Moved by Commissioner Wilson, seconded by Commissioner, Terry, that Resolution No. R-120-15 be adopted. Roll call, Aye: Martin, Terry, Wilson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-120-15 adopted.

RES. NO. R-121-15
An Emergency Resolution authorizing a purchase order to ProGrade Excavation & Demolition, LLC for the Storm water Repair on E. Water Street for the Underground Utilities Department

Devon Alexander, Storm Water Coordinator, provided the Staff Report.

On June 15, 2015 the City suffered a major Storm Water pipe collapse on the corner of E. Water Street and Race Street. The city underground utility crew responded, but due to the severity and nature of the damage it was determined that a contractor would need to properly repair the site. With approval of the City Manager, ProGrade Excavation was contacted to make the needed repairs.

Commissioner Martin asked several questions regarding the aging storm sewer. Mr. Alexander explained.

Commissioner Terry asked if this company has been used before. Mr. Alexander stated yes, and we have been very satisfied with their work.

Public Comment

No one came forward to speak for or against Resolution No. R-121-15 at this time.

Moved by Commissioner Martin. seconded by Commissioner Vogt, that Resolution No. R-121-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-121-15 adopted.

RES. NO. R-122-15
A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

Stacy Wall, Law Director, provided the Staff Report.

The City recognizes its responsibilities under the law of the State of Ohio to provide legal counsel to indigent person charged with loss of liberty offense in the Municipal Court. The contract is for one year commencing January 1, 2016. Currently there are three Public Defenders in Miami County, stated Ms. Wall.

Commissioner Wilson asked what the guidelines were to qualify for assistance by the Public Defender. Ms. Wall explained the guidelines for receiving assistance.

Public Comment

No one came forward to speak for or against Resolution No. R-122-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-122-15 be adopted. Roll call, Aye; Martin, Fess, Terry, Wilson, and Vogt. Nay, None. Motion carried unanimously. Mayor Fess the declared Resolution No. R-122-15 adopted.

RES. NO. R-123-15
A Resolution authorizing to increase the initial annual purchase order for Kirk NationaLease for heavy equipment repairs for the Public Works Department

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

The City currently has an annual purchase order with Kirk NationaLease for heavy equipment repairs. .At this time we are requesting an increase in the purchase order from $21,000 to $45,000 to cover additional repairs that may be needed in the upcoming months. Kirk NationaLease has worked on the equipment for several years and we have always been very satisfied with their turn-around on our repairs and their competitive rates, stated Mr. Brookhart.

City Manager Huff noted that Purchase Orders are issued for a certain amount at the beginning of the year, and are adjusted as needed during the year.

Public Comment

No one came forward to speak for or against Resolution No. R-123-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No R-123-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No.R-123-15 adopted.

RES. NO. R-124-15
A Resolution authorizing to increase the initial annual purchase order for Dick Lumpkin's Auto Body for 1-Ton and Under Equipment repairs for the Public Works Department

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

The City currently has an annual purchase order with Dick Lumpkin's Auto Body for small truck repairs. We would like to increase the purchase order from $22,000 to $40,000 to cover any additional repairs that may be needed in the upcoming months, stated Mr. Brookhart.

Commissioner Martin asked is this for paint and body work? Mr. Brookhart stated no, mechanical work only.

Stacy Wall, Law Director provided additional information regarding insurance coverage on damaged vehicles.

Public Comment

No one came forward to speak for or against Resolution No. R124-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-124-15 be adopted. Roll call, Aye: Martin, Fess, Terry, Vogt, and Wilson. Nay, None. Motion carried unanimously. Mayor Fes then declared Resolution No.124-15 adopted.

RES. NO. R-125-15
A Resolution authorizing a purchase order to Cascade Engineering for the purchase of recycling carts

Amy Welker, Heath & Sanitation Director, provided the Staff Report.

The Sanitation Department has received requests for smaller recycling carts. To accommodate the customers who may have a limited amount of recyclable material, the department would like to purchase 32 gallon capacity carts. The carts will be the same design as the original 64 gallon carts. This resolution would allow for the purchase of the carts from the same vendor utilizing the same contract, and is still under the budgeted amount allocated for this project, stated Ms. Welker.

Commissioners asked several questions regarding getting the information out to the customers about the smaller carts, how are the carts identified, can the refuse truck pick up the smaller ones, the color of the smaller carts. Ms. Welker answered all questions.

Public Comment

Nick Alexander, S. Roosevelt, came forward and asked what size of containers will they replace them with in 10 years?

Ms. Welker explained.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-125-15 be adopted. Roll call, Aye: Wilson, Martin, Fess, Vogt, and Terry. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-125-15 adopted.

PUBLIC COMMENT

Jim Burkhardt, Wilshire Drive, came forward and provided a brief overview of the recent Down the River Down a Beer event that took place on August 22, 2015 at Lock Nine Park and the River. Mr. Burkhart thanked all who were involved and the sponsors in helping to make the Down the River Down a Beer event successful for the 2nd year. A special thank you was given to the City Commission and the City of Piqua for all of their support of the event.

Commissioner Wilson stated the only complaints he heard were that it was only held once a year!

Lisa Dotson, 325 N. Main Street, owner of the recently opened Harvest Pantry came forward and thanked everyone for their support, stating they have been well received by the community and believes they have something for everyone. Ms. Dotson encouraged citizens to stop in and check out the quality products they have to offer.

City Manager Huff stated he has stopped in and the products they offer are excellent.

City Manager's Report

City Manager Huff stated the City Offices will be closed on Monday September 7, 2015 in observance of the Labor Day Holiday.

City Manager Huff also reminded citizens trash pickup will be running a day late due to the holiday.

Commissioners Comments

Commissioner Martin thanked all who help support the special events.

Commissioner Terry congratulated Bill Liddy on his retirement.

Commissioner Terry stated people from all over the area including out of state visitors to the City of Piqua were impressed with the river area and our downtown, further stating it is nice to hear those compliments from out of town visitors

Commissioner Terry stated she attended the Piqua City School Board and Piqua City Commission Joint meeting on August 27, 2015. The discussion revolved around what is going to happen to vacant sites when the schools are torn down. Commissioner Terry further stated the School Board plans to ask the public what they would like to see there and plan to hold public meetings in the neighborhoods in the future.

Commissioner Wilson announced two new businesses opened recently in the downtown. Winans Fine Chocolate and Coffees and Harvest Pantry. Both of these businesses wiill be a great asset to the downtown.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:25 P.M. Voice vote, Aye: Vogt, Fess, Martin, Wilson, and Terry. Nay: None.

_____
LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO.11-15

AN ORDINANCE GRANTING TO VECTREN ENERGY DELIVERY OF OHIO, INC. AND INDIANA GAS COMPANY, AS TENANTS IN COMMON, THEIR SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE CITY OF PIQUA, STATE OF OHIO, FOR A PERIOD OF FIVE (5) YEARS, AUTOMATICALLY RENEWING FOR ADDITIONAL PERIODS OF FIVE (5) YEARS UNLESS NOTICE IS GIVEN, COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, it is necessary to adopt an ordinance granting Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common, their successors and assigns, a gas franchise allowing the right and privilege of transacting business with the City of Piqua.

WHEREAS, City of Piqua Charter Section 106 has been satisfied as it requires that for approval of an ordinance granting, amending or renewing a franchise there must be a public report to the Commission recommending the Ordinance and adequate public hearing(s) held by the Commission, in which the public hearing where the public report was presented was held September 1, 2015.

BE IT ORDAINED BY THE PIQUA CITY COMMISSION, A MAJORITY OF ITS MEMBERS CONCURRING THAT:

SECTION 1: Subject to the terms and conditions hereof, Vectren Energy Delivery of Ohio, Inc. and Indiana Gas Company, as tenants in common ("the Company"), their successors and assigns, are granted the right and privilege for the period of five (5) years, commencing on the effective date of this ordinance, to do, carry on and transact in the City of Piqua (the "Municipality") including any area annexed thereto, the authorized business of the Company, including the business of supplying natural gas to the Municipality and its inhabitants for the purposes for which natural gas is now or may hereafter be used, and to that end to enter upon and in, use and occupy the streets, alleys, avenues, public places and ways of the Municipality to install, maintain and operate all necessary and proper lines, equipment and devices for carrying on its business pursuant to the terms and conditions listed herein. The rights granted to the Company pursuant to this Ordinance shall automatically renew for five (5) year periods. The Municipality may terminate this agreement by providing six (6) months notice of its intent to terminate any time after the third (3) year.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Company in said Municipality, and to such as hereafter may be installed, placed or erected by the Company.

SECTION 2: The Company's Natural Gas Service General Service Rules and Regulations filed with and approved by The Public Utilities Commission of Ohio currently in effect, and as may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to and shall control the furnishing of natural gas services pursuant to this franchise.

SECTION 3: Upon the installation, removal or relocation of any such lines, equipment and devices, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in good and workmanlike condition by the Company.

SECTION 4: Nothing in this ordinance shall be construed as granting to the Company an exclusive right or privilege.

SECTION 5: Upon request of the Municipality made no later than November 1st of each calendar year, under this franchise, the Company agrees to file with the Municipality a Construction and Major Maintenance Plan ("Plan"), in a format mutually agreeable to the Municipality and the Company, that includes the Company's currently scheduled and/or anticipated construction or major maintenance projects for the next calendar year located within the geographical boundaries of the Municipality. Said Plan shall be filed on or before January 15th of the calendar year for which the Plan is applicable or on another mutually agreeable date.

SECTION 6: The Company recognizes that it owns numerous facilities and real property within the Municipality and recognizes its commitment to maintain these facilities in a manner befitting the surrounding environment of each facility.

SECTION 7: Upon request of the Municipality but not more than once annually, the Company shall provide to the Municipality in the most advanced mapping format and in as much detail as currently available to the Company, maps covering the location of all of the Company's natural gas facilities located within the public rights of way within the Municipality.

SECTION 8: Prior to the commencement of any construction activity by the Company within the public rights of way that requires a permit and otherwise is not exempted by this franchise, the Company agrees to take all reasonable steps to secure all applicable permits from the Municipality. The Municipality may impose reasonable conditions upon the issuance of any permit and the performance of the Company thereunder to protect the public health, safety and welfare of its constituents. Prior to issuing the permit, the Company shall provide a Performance Bond.

SECTION 9: The Company shall not be required to secure a permit for construction activity required as a result of any condition involving Company natural gas facilities

located within the public rights of way, that poses a clear and immediate danger to life, health or safety to any person or a significant loss of real or personal property (an "Emergency"). Company shall notify the Municipality as soon as reasonably possible upon learning of any event regarding Company natural gas facilities located within the public rights of way that the Company considers to be an Emergency. The Company agrees to restore the impacted public rights of way to its pre-Emergency condition or functional equivalent as soon as practicable after the Emergency ends.

SECTION 10: The Company, upon request by the Municipality, shall remove, adjust or relocate any and all natural gas pipes, main, service pipes, conduits, valve, drips, curb boxes, manholes, vaults, regulators, or any other natural gas devices or appliances located within the public rights of way at no cost to the Municipality when such removal, adjustment or relocation is requested to accommodate a municipal improvement involving streets, alleys, avenues, public places and ways of the Municipality .

SECTION 11: This Ordinance shall be accepted by the Company in writing within sixty (60) days after the effective date hereof, and upon such acceptance filed with the Commission Clerk, this Ordinance shall be and constitute a contract between the Municipality and the Company for the uses and purposes herein provided.

SECTION 12: This ordinance shall take effect and be in force from and after the earliest period allowed by law and in accordance with Charter Section 106.

PASSED by the Commission of the City of Piqua, State of Ohio, this _____ day of _____, 2015.

_____
MAYOR LUCINDA L. FESS

ATTEST:

_____
REBECCA J. COOL, CLERK

CERTIFICATE

I, _____, Clerk of the City of Piqua, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, passed by

the Commission of said City of Piqua on the _____ day of _____, 2015.

WITNESS my hand at the _____ of _____, Ohio, this _____ day of _____, 2015.

_____
CLERK

LAW DEPARTMENT

Stacy M. Wall – Law Director
201 West Water Street * Piqua, Ohio 45356
(937) 778-2042 - FAX (937) 778-2043
E-Mail: swall@piquaoh.org

To: Mayor Lucy Fess
Commissioner William Vogt
Commissioner John Martin
Commissioner Judy Terry
Commissioner Joe Wilson
Gary A. Huff, City Manager

Copy: Amy Havenar, City Engineer

From: Stacy M. Wall, Law Director

Date: August 28, 2015

Re: Franchise Agreement with Vectren Energy

This memo is in reference to the franchise agreement that the City has with Vectren Energy. By way of background, the City entered into a franchise agreement with Mercer Gas & Fuel Company on November 15, 1887. That agreement was later assigned to Dayton Power & Light. In 2000, Vectren purchased the natural gas assets of DP&L. After the original agreement in 1887, the City Commission adopted Ordinance 30-00 simply to reflect that Vectren and not DP&L was the holder of the natural gas assets and the franchise agreement needed to be amended to represent the correct owner. No other changes have been made to the 1887 agreement other than a name change.

Charter Section 106 governs the procedural process involving a franchise agreement which requires: (1) a public report containing recommendations and (2) adequate public hearing(s) have been held by the City Commission. A public hearing is being held by the Commission on September 1, 2015, and three readings of the Ordinance will then follow at the next three regularly scheduled meetings. This memo will serve as the public report as required by the Charter.

The 1887 Ordinance has had no changes to its terms and conditions. Vectren's legal counsel contacted me to request changes primarily because of the age of the agreement but also because Vectren has been in the process of attempting to standardize franchise agreements with all municipalities for operational purposes.

Vectren submitted a proposed draft of the new terms and conditions. After review of the draft by me and City Engineer Amy Havenar, the terms were negotiated. Engineer Havenar indicated that Vectren has been cooperative with the City of Piqua and has been performing in accordance with the proposed terms for quite some time without issue. Ms. Havenar is in favor of the proposed franchise agreement to update the terms and bring it into compliance with the current relationship and process between the City of Piqua and Vectren.

The significant changes to the agreement include:

(1) A five year term, with five year renewable terms;
(2) A 6 month notice period for termination;
(3) The ability for the City to request a yearly construction and maintenance plan and maps covering the natural gas facilities in the public right of way;
(4) The obligation to secure a permit prior to the commencement of construction in the right of way;
(5) The requirement of a performance bond; and
(6) The obligation of Vectren to move or adjust facilities at the City's request when needed to accommodate a municipal improvement.

Again, these changes are in conformance with the working relationship that Vectren has already established with the City, specifically the Engineer's Office. In addition to these changes, Vectren continues to be required to follow any other City, State or Federal requirement or regulation.

Vectren, despite wanting to standardize its franchise agreements, was more than willing to consider the City's proposed changes and recommendations and the parties mutually agreed upon the proposed terms. It is recommended that the City Commission accept the proposed franchise agreement as attached and after consideration adopt such agreement in the form of an Ordinance.

Please let me know if you have any questions.

Thank you.

RESOLUTION NO. R-127-15

A RESOLUTION APPROVING THE TAX RATES FOR THE CITY AS DETERMINED BY THE MIAMI COUNTY BUDGET COMMISSION

WHEREAS, on August 25, 2015, the Miami County Budget Commission has, pursuant to general law, certified the following rates of tax to be levied in the City of Piqua for municipal purposes on the general tax duplicate of 2015, subject to any additional levies approved by the electorate; and

WHEREAS, said certified rates of tax require the approval of this Commission;

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

SEC. 1: The rates of tax to be levied as follows in the City of Piqua for municipal purposes on the general tax duplicate of 2015 (subject to any additional levies approved by the electorate) are hereby approved and certified;

FUND	MILLS	AMOUNT
Ten Mill Limitation		
General	3.70	$1,054,887
Police Pension	.30	85,531
Fire Pension	.30	85,531
No Limitation		
General Conservancy	.24	$ 64,425

SEC. 2: The Clerk of this Commission is directed to file a certified copy of this Resolution with the Miami County Auditor forthwith;

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

Item # 5

Commission Agenda Staff Report

MEETING DATE	September 9, 2015			
REPORT TITLE (Should match resolution/ordinance title)	A Resolution approving the tax rates for the city as determined by the Miami County Budget Commission			
SUBMITTED BY	Name & Title: Cynthia Holtzapple, Assistant City Manager, Finance Director			
	Department: Finance			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☒ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director;		☐ Other:	
BACKGROUND (Includes description, background, and justification)	Every year about this time, we request an approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2015 to be collected in 2016. These certified rates require the approval of our Commission and certifications to Miami County before October 1, 2015.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:			
	Expenditure $:			
	Source of Funds:			
	Narrative:	Passage of this will allow the City to continue to receive the collection of property tax revenue from the County. These revenues are vitally important to the General Fund and our day to day operations.		
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-127-15 for the approval of the tax rates for the City as determined by the Miami County Budget Commission.		
	2.	Do not approve Resolution No. R-127-15 and cause our revenues to drop substantially.		
PROJECT TIMELINE				
STAFF RECOMMENDATION	We are requesting approval of Resolution No. R-127-15 approving the tax rates for the City as determined by the Miami County Commission.			
ATTACHMENTS				

OFFICE OF THE MIAMI COUNTY BUDGET COMMISSION

To the City Commission:

The Miami County Budget Commission hereby certifies the following rates of tax to be levied in the PIQUA CITY for municipal purposes on the general duplicates of **2015**. Rates are subject to any additional levies approved by vote.

FUND	MILLS	REVENUE
Ten Mill Limitation:		
General Fund	3.70	$ 1,054,887.32
Fire Pension	0.30	85,531.40
Police Pension	0.30	85,531.40
No Limitation:		
Miami Conservancy – **Cont**	.24	68,425.12

Please examine the above rates carefully. If there are questions, information in detail may be secured from the County Auditor.

Approved: AUG 25 2015

Matthew W. Gearhardt
MATTHEW W. GEARHARDT, SECRETARY

Anthony E. Kendell
ANTHONY E. KENDELL, PRESIDENT

JIM STUBBS, MEMBER

[MIAMI COUNTY BUDGET COMMISSION]

TO THE MIAMI COUNTY BUDGET COMMISSION:

At a meeting of the Council/Commission of the City/Village of **PIQUA CITY** held on the _____ day of _____, 2015, a motion was made by _____, that the rates of tax as determined by the Miami County Budget Commission for the year **2015** be accepted.
The motion was seconded by _____ with the following vote being recorded:

President	Member	Member
Member	Member	Member
CLERK	DATE	

RETURN ONE ORIGINAL TO THE MIAMI COUNTY AUDITOR BY OCTOBER 1

RESOLUTION NO. R-128-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KORDA/NEMETH ENGINEERING, INC. FOR THE ENGINEERING DESIGN SERVICES FOR THE E. ASH STREET BIKEWAY 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 engineering design services for the E. Ash Street Bikeway Project; and

WHEREAS, after solicitation of Request for Qualifications, Korda/Nemeth Engineering, Inc. has been determined to be the most qualified provider of these services; and

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

SEC. 1: A purchase order is hereby authorized to Korda/Nemeth Engineering, Inc. for the engineering design services for the E. Ash Street Bikeway Project;

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $105,000;

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

Item # 6

Commission Agenda Staff Report

MEETING DATE	September 15, 2015			
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an Agreement with Korda/Nemeth Engineering, Inc. for the Engineering Design Services for the E. Ash Street Bikeway Project			
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☐ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director		☐ Other:	
BACKGROUND (Includes description, background, and justification)	The E. Ash Street Bikeway Project will consist of the construction of a multi-use path from Scott Drive/Centre Court to Looney Road on the north side of US Route 36. The separated shared use path will generally utilize the alignment of the existing sidewalk, with a widened sidewalk and vehicular barrier added to the north US Route 36 bridge over I-75. This project will tie into the multi-use path being designed and ultimately constructed as a part of the Ohio Department of Transportation's US Route 36 bridge improvement project over the Great Miami River. ODOT will bid both projects simultaneously to ensure coordination between the two projects. As with all projects utilizing federal money, the selected consultants must be on ODOT's prequalified consultants list. After soliciting for Request for Qualifications (RFQ's), Korda/Nemeth Engineering, Inc. was selected to provide a Technical Proposal for the engineering design services.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$130,000		
	Expenditure $:	$105,000 (includes 10% contingency)		
	Source of Funds:	Fund 103 – Street Income Tax		
	Narrative	The City has secured Transportation Alternatives (TA) funding from the Federal Highway Administration of up to $350,000 for the construction of the project. As with the majority of our federally funded projects, the engineering costs are funded with 100% local funds.		

OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with Korda/Nemeth Engineering, Inc. for the engineering design.
	2.	Do not approve the resolution, therefore, do not complete the engineering design and return the funding.
PROJECT TIMELINE	The engineering design would begin immediately with project construction scheduled for the summer of 2018.	
STAFF RECOMMENDATION	Approve the resolution to allow for engineering design to begin on the E. Ash Street Bikeway Project.	
ATTACHMENTS	Technical Proposal for the engineering design.	

KORDA

30 YEARS
1984 - 2014

September 3, 2015

Amy Havenar, PE
City Engineer
City of Piqua
201 West Water Street
Piqua, OH 45365

RE: Scope of Services and Fee Proposal
MIA-East Ash Street Bikeway, PID 97899
Korda File: 2015-0415

Dear Mrs. Havenar:

This is our proposal for professional services on this project. If this proposal is acceptable to you, it may become our Agreement, or you may incorporate its terms into a more formal agreement. We appreciate the opportunity to submit this proposal.

The project, as we understand it, is the design of a separated shared use path along the north side of East Ash Street (US36) from Scott Drive/Centre Court to Looney Road, totaling approximately 1750 linear feet of path and 275 feet of improvements to the MIA-36-1176L bridge over Interstate 75. The path will generally utilize the alignment of the existing sidewalk, and a widened sidewalk and vehicular barrier will be added to the MIA-36-1176L bridge.

Scope of Services

- Our scope of services is outlined on the attached *Project Task List*, which details the expected scope of services based on coordination with your office and with ODOT.

Assumptions

- The project will follow the Ohio Department of Transportation's (ODOT) Project Development Process (PDP) and will be administered as an ODOT-Let LPA project. All design, submittals, and documentation will be provided to meet ODOT requirements.
- Submittals will be made electronically to both the City of Piqua and ODOT, unless requested otherwise.

Deliverables

- Abbreviated Preliminary Engineering
- Design Exception Request (if authorized)
- Stage 1 + Stage 2 combined plans (including associated cost estimates, calculations, etc.)
- MIA-36-1176L Bridge Load Rating Report
- Stage 3 Detailed Design Plans (including associated cost estimates, calculations, etc.)
- Final Plan Tracings

Exclusions

- Environmental studies and documentation will be completed by ODOT District 7. Korda will prepare any minor exhibits, construction limits, etc. for the District's use.
- The project will not require additional right-of-way, therefore plan preparation and acquisition are not considered.
- Improvements to traffic signals are excluded with this project. The crossing of Ash Street at Scott Drive on the west side of the intersection is anticipated to be designed and constructed by the MIA-36-11.34 PID 95925 project. Signal and pedestrian improvements by the MIA-36-11.56 PID 94757 project are anticipated to accommodate the improvements as part of this project.
- Geotechnical services and reports for pavement and subgrade recommendations are excluded since the path will utilize the same alignment as an existing sidewalk. The path will not be subject to any vehicular traffic since it parallels a major roadway.

Schedule

- Attached is our anticipated schedule.

Design Criteria

- The AASHTO Guide for the Development of Bicycle Facilities (2012, Fourth Edition) will be used as the basis of shared use path design.
- The NACTO Urban Bikeway Design Guide (2014, Second Edition) will supplement other guidance, if necessary.
- ODOT Location and Design (L&D) Manual, Volume 1 will be used as a basis for the roadway design.
- ODOT L&D Manual, Volume 2, will be used as a basis for drainage and post-construction Storm Water Best Management Practice design.
- ODOT Pavement Design Manual
- ODOT Bridge Design Manual (BDM) will be used as a basis for bridge design.
- ODOT Traffic Control Design Information Manual and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) will be used as a basis for any traffic design.
- ODOT Project Development Process (PDP) Manual
- 2013 ODOT Construction and Materials Specifications (CMS) will be used for the construction plans.

For these Services, we propose that our compensation be a stipulated base fee of $89,923, and an additional $4,882 of "if authorized tasks", for a project total of $94,805. Invoices will be submitted monthly in proportion to services performed. Additional scope for "if authorized" items will not be performed unless approved by your office.

Our fees for services, as proposed above, include our ordinary project expenses (computers, in-house printing, phone, fax, postage, etc.). However, extraordinary expenses are not included. If any are required, they will be Reimbursable Expenses, billed to you at our actual cost plus 10%. Examples include:

- Fees paid for securing approval of authorities having jurisdiction,
- Printing of document sets for Owner review, permits, or bidding.

We will proceed with the services noted within this proposal immediately after receipt of an authorization to proceed. If the services described above have not been completed within twelve (12) months of the date of this proposal, the rates of compensation will be equitably adjusted.

We assume that the description of services in this proposal is consistent with what you require. If there are differences which will affect the services required of us, please advise us so that we might adjust our proposal accordingly.

Thank you for the opportunity to make this proposal. To initiate our services, please sign and return one copy for our files. Note that your signature is required below, and on the attached Standard Terms & Conditions.

Yours truly,

KORDA/NEMETH ENGINEERING, INC.
Consulting Engineers

Brooks M. Vogel, PE
Partner, Project Manager

John W. Panovsky, PE, LEED AP BD+C
Partner

Accepted By: _____

For: City of Piqua

Date: _____

JWP/BMV/arm
Enclosure(s): Project Task List
Project Fee Proposal
Project Schedule

STANDARD TERMS & CONDITIONS
Korda/Nemeth Engineering, Inc.

This is an ADDENDUM to the AGREEMENT between **City of Piqua** (the CLIENT) and Korda/Nemeth Engineering, Inc. (the ENGINEER), dated **September 3, 2015**, related to **MIA-East Ash Street Bikeway, PID 97899** (the PROJECT), on behalf of the owner of the PROJECT (the OWNER). In the event of any inconsistency or conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall govern. In the event of a conflict between any two ADDENDA, the one of more recent date shall govern.

CONFIDENTIALITY - The technical pricing information contained in any proposal submitted by the ENGINEER as to this project, or in the AGREEMENT or any ADDENDA thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the ENGINEER.

HIDDEN CONDITIONS - A condition is hidden if concealed by existing finishes or if not open to investigation by reasonable visual observation. All existing conditions are hidden conditions if our scope of work does not include site investigation by reasonable visual observation. The ENGINEER is not responsible for discovering hidden conditions.

STANDARD OF CARE - ENGINEER shall provide its services in accordance with current, accepted professional standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, ENGINEER makes no express or implied warranty of any sort. All warranties are expressly disclaimed.

COMPLIANCE WITH CODES AND STANDARDS - The ENGINEER shall, consistent with the Standard of Care, endeavor to incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time the ENGINEER renders the services. In the event of a change in laws, regulations, et al., of which the ENGINEER becomes aware and which the ENGINEER believes affects work under the AGREEMENT, the ENGINEER shall inform the CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the CLIENT or the ENGINEER believes the change requires a renegotiation of the AGREEMENT, both the CLIENT and the ENGINEER agree to bargain promptly and in good faith, to permit the ENGINEER to continue to meet the CLIENT's needs. If a renegotiated AGREEMENT cannot be agreed upon, the CLIENT agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

MEDIATION - Claims, disputes, or other matters in question between the CLIENT and the ENGINEER arising out of or relating to the AGREEMENT or the breach thereof, shall first be subject to mediation in accordance with the Construction Mediation Rules of the American Arbitration Association unless the Party's agree otherwise. The parties agree to split the mediator's fee and any filing fees equally.

ARBITRATION - If an agreement is not reached during mediation; claims, disputes, or other matters in question between the CLIENT and the ENGINEER arising out of or relating to the AGREEMENT or the breach thereof, shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, or unless the parties mutually agree otherwise.

TIME PERIOD - The CLIENT and ENGINEER shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this AGREEMENT within the period specified by applicable law, but in no case not more than seven (7) years after Substantial Completion of the work. The CLIENT and ENGINEER waive all claims and causes of action not commenced in accordance with this TIME PERIOD.

CONSEQUENTIAL DAMAGES - Neither the CLIENT nor the ENGINEER shall be liable to the other for any indirect or consequential damages of any kind or nature. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income or any other consequential damages that either the OWNER, CLIENT or the ENGINEER may have incurred from any cause of action whatsoever. The CLIENT shall include this mutual waiver of consequential damages in any OWNER and CLIENT agreements.

CONSTRUCTION COSTS - When cost estimates are required by the CLIENT, the ENGINEER shall submit to the CLIENT an opinion of probable costs required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator nor a construction contractor, nor should the ENGINEER's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon his own experience with construction. This requires the ENGINEER to make a number of assumptions over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot and does not guarantee the accuracy of its opinions of cost.

BILLINGS - The CLIENT recognizes that prompt payment of the ENGINEER's invoices is an essential aspect of the relationship established by the CONTRACT. Accordingly, the CLIENT agrees to advise the ENGINEER as to the preferred billing cycle, format, and other details that will expedite billings and collections. The CLIENT shall advise the ENGINEER of disputed items in the ENGINEER's billing within ten business days of its receipt. If the CLIENT is not the OWNER, the CLIENT shall submit to the OWNER promptly and expeditiously all basic service and additional service payment requests of the ENGINEER and diligently to pursue collection of the same. The CLIENT's failure to do so shall not relieve the CLIENT from its financial obligations under this Contract.

PAYMENT SCHEDULE - The CLIENT agrees to pay all of the ENGINEER's charges by the DUE DATE. The DUE DATE is the twenty-fifth business day after the CLIENT receives the ENGINEER's invoice; or, if the CLIENT is not the OWNER, the DUE DATE is the fifth business day after the CLIENT receives corresponding payment from the OWNER, but in any event, no later than 90 days from the date of ENGINEER's invoice. If the CLIENT is not the OWNER, the CLIENT accepts the obligation of keeping the ENGINEER advised of fees collected on a continuing basis. If the CLIENT does not pay the invoice by the DUE DATE, all overdue amounts shall be subject to: a) a one-time loan initiation fee of 5% of the overdue amount; and b) interest charges of 1.5% per month or fraction thereof. All payments received after the DUE DATE will first be credited against the loan initiation fee, then against the interest, and finally against the principal amount owed. These charges are accrued retroactively from the day after the DUE DATE. In addition to the charges indicated above, if the ENGINEER's proportionate fee is not fully paid within twenty-five business days after the DUE DATE, the ENGINEER has the undisputed right to suspend services under this CONTRACT and to notify others of this fact and the reasons for it. Following such suspension of services, if the ENGINEER requests, the CLIENT shall make such arrangements as will guarantee timely payments to the ENGINEER.

SALES TAX and USE TAX - The CLIENT shall be responsible for the payment of all Sales and Use Taxes. All Sales and Use Taxes are in addition to the ENGINEER's design fees.

OWNERSHIP AND USE OF DOCUMENTS - All documents produced by the ENGINEER under the AGREEMENT are Instruments of Service for use solely with respect to the PROJECT. The ENGINEER shall be deemed the author and owner of these Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the Agreement and provided CLIENT meets all of its obligations including prompt payment of all sums due it, ENGINEER grants to the CLIENT a nonexclusive license to reproduce the ENGINEER's Instruments of Service for use solely with respect to the PROJECT, including the right to include the ENGINEER's Instruments of Service in a similar nonexclusive license to the OWNER, for use by the OWNER and the Owner's contractor(s). Any termination of the Agreement terminates this license.

DELIVERABLES - The ENGINEER will deliver to the CLIENT reproducibles of drawings, specifications, cost estimates, and other Instruments of Service as appropriate. The CLIENT's responsibility for reproduction, submission, and distribution of those documents to meet official regulatory requirements, to facilitate review, and to solicit bids, and the CLIENT's right to do so, are hereby acknowledged.

ELECTRONIC MEDIA - Documents that may be relied upon are limited to printed copies. Electronic files can deteriorate or be modified inadvertently or otherwise without authorization of the documents' creator. Therefore, such documents are furnished only for the convenience of the CLIENT. ENGINEER makes no representation as to long-term compatibility, usability, or readability of documents furnished on electronic media. If there is any discrepancy between printed copies and their electronic counterparts, the printed copies govern.

JOBSITE SAFETY - It is understood that the ENGINEER has no constructive use of OWNER's site; has no expertise in, and no control of or authority over the means, methods and sequence of construction; and therefore has no responsibility whatsoever for construction site safety, a responsibility that will be wholly vested in the construction contractor(s). Processing and/or approving submittals made by the contractor(s) which may contain information related to construction methods or safety issues, or participation in meetings where such issues might be discussed, shall not be construed as voluntary assumption by the ENGINEER of any responsibility for safety issues.

ACCEPTANCE - Acceptance of this AGREEMENT, including the STANDARD TERMS AND CONDITIONS, is triggered by any of the following: 1) Verbal or written instructions by the CLIENT to the ENGINEER to start the work, 2) Payment of any portion of the ENGINEER's fee, or 3) Publishing or conveying any documents produced by the ENGINEER to the CLIENT or another party.

TERMINATION - The AGREEMENT may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the CLIENT shall pay the ENGINEER for all services, including reimbursables, rendered to the date of termination.

RISK ALLOCATION and LIMITS OF LIABILITY - In recognition of the relative risks and benefits of the project(s) to both the CLIENT and the ENGINEER, the CLIENT agrees, to the fullest extent permitted by law, to limit the ENGINEER's total liability to the CLIENT or anyone making claims through the CLIENT, for any damages or claims expenses (including attorney's fees) whatsoever arising out of this agreement, from any and all causes to an amount equal to the lesser of a) twice the fee paid the ENGINEER for that project on which a claim is being made or b) the net available coverage of the professional liability insurance of the ENGINEER.

EOE - The ENGINEER prides itself on being an Equal Opportunity Employer with regard to all terms and conditions of employment. As such, the ENGINEER complies with federal and state laws prohibiting discrimination.

END OF STANDARD TERMS & CONDITIONS

ENGINEER's SIGNATURE

CLIENT's SIGNATURE

RESOLUTION NO. R-129-15

A RESOLUTION AUTHORIZING PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE PROPOSED RESURFACING OF A PORTION OF US ROUTE 36

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming on a project located within the City of Piqua.

SEC. 1: Project Description
WHEREAS, the State has identified the need for the described project:

Overlay United States Route 36 Straight Line Mile 12.60 to 17.20 more or less, containing a portion within the City of Piqua, Miami County. Said project is further identified as **MIA US36 12.60**.

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

SEC. 3: Cooperation Statement
The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY has no obligation for costs for the project as described in Section I. ODOT will provide all Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

In addition, the CITY also agrees to pay One-Hundred percent (100%) of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

If curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, future maintenance of installed sidewalk curb ramps shall be the responsibility of the CITY. The CITY shall adjust any existing castings, as required, with CITY forces.

SEC. 4: Utilities and Right-Of-Way Statement
The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

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

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

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

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

_____
LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Item # 7

Commission Agenda Staff Report

MEETING DATE	September 15, 2015			
REPORT TITLE (Should match resolution/ordinance title)	Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for the proposed resurfacing of a portion of US Route 36			
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☐ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director;		☐ Other:	
BACKGROUND (Includes description, background, and justification)	ODOT is requesting legislation to complete resurfacing of US Route 36 from the east corporation limit of the City of Piqua east to the Village of Fletcher. As with all ODOT projects, ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0		
	Expenditure $:	$0		
	Source of Funds:			
	Narrative:	There is no financial participation required of the City for the completion of this project. All construction costs will be incurred by ODOT.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to allow the Director of Transportation to complete the resurfacing project.		
	2.	Do not approve the Resolution and therefore ODOT will have to stop the project short of the Piqua east corporation limit.		
PROJECT TIMELINE	This project is scheduled for Bid Letting in State Fiscal Year 2020.			
STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the resurfacing project.			
ATTACHMENTS				

RESOLUTION NO. R-130-15

A RESOLUTION AUTHORIZING PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MICROSURFACING OF A PORTION OF US ROUTE 36

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming on a project located within the City of Piqua.

SEC. 1: Project Description
WHEREAS, the State has identified the need for the described project:

Microsurface various routes in Miami County to include United States Route 36 Straight Line Mile 4.61 to 8.66 more or less, containing a portion within the City of Piqua, Miami County. Said project is further identified as **MIA MICRO FY2017**.

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

SEC. 3: Cooperation Statement
The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY has no obligation for costs for the project as described in Section I. ODOT will provide all Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

In addition, the CITY also agrees to pay One-Hundred percent (100%) of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

If curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, future maintenance of installed sidewalk curb ramps shall be the responsibility of the CITY. The CITY shall adjust any existing castings, as required, with CITY forces.

SEC. 4: Utilities and Right-Of-Way Statement
The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

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

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

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

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

_____
LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Item # 8

Commission Agenda Staff Report

MEETING DATE	September 15, 2015			
REPORT TITLE (Should match resolution/ordinance title)	Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for the microsurfacing of a portion of US Route 36.			
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☐ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director;		☐ Other:	
BACKGROUND (Includes description, background, and justification)	ODOT is requesting legislation to complete the microsurfacing of US Route 36 from the Village of Covington to the west corporation limit of the City of Piqua. As with all ODOT projects, ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0		
	Expenditure $:	$0		
	Source of Funds:			
	Narrative:	There is no financial participation required of the City for the completion of this project. All construction costs will be incurred by ODOT.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to allow the Director of Transportation to complete the microsurface project.		
	2.	Do not approve the Resolution and therefore ODOT will have to stop the project short of the Piqua west corporation limit.		
PROJECT TIMELINE	This project is scheduled for Bid Letting in State Fiscal Year 2017.			
STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the microsurface project.			
ATTACHMENTS				

RESOLUTION NO. R-131-15

A RESOLUTION AUTHORIZING PRELIMINARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR BRIDGE REPAIRS ON STATE ROUTE 66

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming on a project located within the City of Piqua.

SEC. 1: Project Description
WHEREAS, the State has identified the need for the described project:

Repair bridges by patching abutments and deck edges using anodes and encasing piers at Structure File Number 5501652 – MIA SR 66 2.32 within the City of Piqua, Miami County. Said project is further identified as **MIA/SHE SR 66 2.62/4.27**.

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

SEC. 3: Cooperation Statement
The CITY shall cooperate with the Director of Transportation in the above-described project as follows:

The CITY has no obligation for costs for the project as described in Section I. ODOT will provide all Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

In addition, the CITY also agrees to pay One-Hundred percent (100%) of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

If curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, future maintenance of installed sidewalk curb ramps shall be the responsibility of the CITY. The CITY shall adjust any existing castings, as required, with CITY forces.

SEC. 4: Utilities and Right-Of-Way Statement
The CITY agrees that all right-of-way (if applicable) required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

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

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

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

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

_____

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

Item # 9

Commission Agenda Staff Report

MEETING DATE	September 15, 2015			
REPORT TITLE (Should match resolution/ordinance title)	Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for bridge repairs on State Route 66.			
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☐ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director;		☐ Other:	
BACKGROUND (Includes description, background, and justification)	ODOT will be performing bridge repairs to Structure File Number 5501652 MIA 66 located north of the Water Treatment Plant on SR 66. The project will consist of patching abutments and deck edges using anodes and encasing piers at the structure. As with all ODOT projects, ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0		
	Expenditure $:	$0		
	Source of Funds:			
	Narrative:	There is no financial participation required of the City for the completion of this project. All construction costs will be incurred by ODOT.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to allow the Director of Transportation to complete the bridge project.		
	2.	Do not approve the Resolution and therefore ODOT will not be able to complete the bridge project.		
PROJECT TIMELINE	This project is scheduled for Bid Letting in State Fiscal Year 2017.			
STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the bridge project.			
ATTACHMENTS				

RESOLUTION NO. R-132-15

A RESOLUTION AUTHORIZING A LEASE WITH THE MIAMI COUNTY AMATEUR RADIO CLUB FOR RADIO COMMUNICATIONS PURPOSES

WHEREAS, the City has leased the water tower at 1243 ½ E. Ash Street to the Piqua Amateur Radio Club since 1987; and

WHEREAS, the Piqua Amateur Radio Club has disbanded effective September 1, 2015, and all of its assets and functions are now under the Miami County Amateur Radio Club; and

WHEREAS, the City desires to enter into a lease with the Miami County Amateur Radio Club to continue radio communications.

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:

SECTION 1. The City Manager is hereby authorized to enter into a Lease in substantially the same form as attached " Exhibit A" with the Miami County Amateur Radio Club for the use of the City of Piqua water tower located at 1243 ½ E. Ash Street.

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

_____
LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK

LEASE BETWEEN THE CITY OF PIQUA AND THE MIAMI COUNTY AMATEUR RADIO CLUB

This Lease is made and executed on this _____ day of September, 2015, by and between Miami County Amateur Radio Club, a 501(C)(3), non-profit organization, organized and existing under the laws of the State of Ohio, with a business address of 728 Harrison Street, Troy, Ohio 45373, herein referred to as Lessee, and the City of Piqua, a municipal corporation, herein referred to as Lessor, and as authorized by Resolution No. R-___-15 adopted by the Piqua City Commission on September 15, 2015.

SECTION I

Demise, Description and Use of Premises

Lessor leases to Lessee for the purpose of conducting therein emergency amateur radio broadcasts for the benefit of the City of Piqua and the Miami County Amateur Radio Club, and for no other purpose, those certain premises with the appurtenances situated in the City of Piqua, County of Miami, State of Ohio, and more particularly described as the City of Piqua, 1243½ East Ash Street Water Tower and the immediate surrounding property. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

SECTION II

Term

The initial term of this Lease shall be for one year commencing on the 1st day of September, 2015, and ending on the 31st day of August, 2016. This Lease shall thereafter automatically renew itself for one year terms upon the 1st day of September each subsequent year unless terminated as provided below or unless either party serves written notice of termination 30 days in advance upon the other party.

SECTION III

Consideration

For the consideration described below, the City of Piqua, Lessor, hereby agrees to lease to the Miami County Amateur Radio Club, Lessee, the above described premises for the purpose of providing emergency broadcasts to the population of the City of Piqua for the benefit of the City of Piqua.

SECTION IV

Rent

Subject to the adjustment as provided below, the rent for the initial term and subsequent terms of one year shall be One Dollar and 00/100 ($1.00), which Lessee shall pay to Lessor without deduction or offset.

In the event that there is any increase in taxes for this additional use of the premises, Lessee agrees and assumes any and all increase in taxes and any and all increase in obligation as a result of the change in use.

SECTION V

Rights and Duties

Prior to the placement of any structure or construction on the premises, Lessee shall submit plans to the Engineering Department of Lessor and receive prior approval from the Engineering Department of Lessor prior to the placement or construction on said premises.

Lessee shall provide all equipment, wires and antennae called for in this Lease and shall bear the full cost of installation and repair and maintenance of said material.

Lessee shall employ competent persons to install all equipment, wires and antennae and shall submit the names and qualifications of such persons to the Engineering Department of the City of Piqua, Lessor, prior to the commencement of the work on said premises. The City Engineer for the City of Piqua, Lessor, for good cause, can reject Lessee's choice and require Lessee to select a different, more competent person.

Lessee shall install and maintain said equipment, wires and antennae in such a manner as not to interfere with the operation or use of the City of Piqua water tower above described. Lessee shall timely remove any equipment at its expense upon request of the City of Piqua if deemed necessary for maintenance of the water tower, including but not limited to, sandblasting and painting.

Lessee shall operate the repeating station according to the standards common to such stations and in compliance with all state, federal and local regulations as they are amended and updated.

Lessee may terminate this Lease at any time if it determines that Lessee's equipment and/or use is interfering with or endangering city property or operations or endangering any other property or people.

In the event this Lease is terminated, forfeited or expires, Lessee shall bear the expense of removing all equipment, wires and antennae installed under this Lease and returning the premises to the original condition.

SECTION VI

Liability and Insurance

In the event of damage to property of either Lessor or Lessee, the parties shall first seek relief from any applicable insurance coverage.

Lessor shall not be liable to Lessee for any damage to Lessee's property caused by wind, rain, snow, lightning or other natural causes, nor shall Lessor be liable for loss incurred due to improper installation and/or maintenance.

Lessee shall be responsible for all repairs required as a result of negligent and/or intentional acts of Lessee or its agent and all repairs not required of Lessor.

Lessee shall list Client as an additional insured for commercial general liability and the Certificate of Insurance shall state that: "The City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

Certificate of insurance that has at least $1 million commercial general liability coverage per occurrence or $2 million aggregate on ISO Form CG 00 01 12 07. There shall also be proof of an Inland Marine Property Floater that would cover the Lessee's equipment.

The Certificate of Insurance and any proper endorsement shall be submitted to the City of Piqua upon execution of this Lease. A current certificate shall be submitted on each September 1st when the Lease renews.

SECTION VII

Indemnity

Lessee agrees to indemnify and hold harmless Lessor from any and all claims or suits for damages arising out of Lessee's use or occupancy of the leased premises and to pay all costs and judgments, if any, incurred by or rendered against Lessor therein. Without in any way limiting the generality of the foregoing, Lessee is totally responsible for and shall fully indemnify and hold harmless Lessor from any and all claims, costs or damages of any type relating to the operation of said amateur radio repeating station.

SECTION VIII

Uses Prohibited

Lessee shall not use nor permit the demised premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the premises are hereby leased.

SECTION IX

Subletting and Assignment

Lessee may not sublet the premises in whole or in part without Lessor's consent. Any such assignment without such consent shall be void and shall at the option of the Lessor, terminate this Lease.

IN WITNESS WHEREOF, the parties hereto, pursuant to proper and complete authority, have set their hands and seals as of the date first above written.

WITNESSES:

CITY OF PIQUA, OHIO:

_____

_____
By: Gary A. Huff, City Manager

MIAMI COUNTY AMATEUR
RADIO CLUB

_____

_____
By: Scott Swink

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me appeared Gary A. Huff, who acknowledged and affirmed that he is the City Manager of the City of Piqua, Ohio, and that he executed the foregoing instrument on behalf of said City of Piqua, Ohio, as his free and duly authorized act and deed.

_____
Notary Public
My Commission expires:

STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me appeared Scott Swink, who acknowledged and affirmed that he is the _____ of the Miami County Amateur Radio Club and that he executed the foregoing instrument on behalf of said corporation as his free and duly authorized act and deed.

_____
Notary Public
My Commission expires:

THIS INSTRUMENT PREPARED BY:
Stacy M. Wall, Law Director
City of Piqua
201 West Water Street
Piqua, Ohio 45356