

**AMENDED
10-1-2015**

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, OCTOBER 6, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL

RESIDENCE PRIDE AWARDS:

- | | |
|-------------------------|-----------------------|
| ➤ Faye Shaw | 724 Broadway Street |
| ➤ John & Linda Lange | 400 Gill Street |
| ➤ Brett & Chanda Victor | 1010 Hancock Street |
| ➤ Charlyne Jamieson | 25 Marymont Drive |
| ➤ Josh & Elaine Worley | 925 Washington Avenue |

PROCLAMATIONS:

- **Walk to School Day – Accepting: Chris Schmiesing, City Planner**
- **Community Planning Month – Accepting: Chris Schmiesing, City Planner**

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the September 15, 2015 Regular Piqua City Commission meeting
2. **RES. NO. R-133-15**
A Resolution of Appreciation for the Public Service of Michael J. Fischbach as a City Employee

OLD BUSINESS

3. **ORD. NO. 11-15 (2nd 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
4. **RES. NO. R-128-15 (Tabled 9-16-2015)**
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

NEW BUSINESS

5. RES. NO. R-134-15
A Resolution of Intent to vacate public right of way
6. RES. NO. R-135-15
A Resolution authorizing preliminary legislation with the Ohio Department of Transportation (ODOT) for the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility project
7. RES. NO. R-136-15
A Resolution of authorization to submit applications for Federal Map-21 Funds through the Miami Valley Regional Planning Commission
8. RES. NO. R-137-15
A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the new central zone water tower project
9. RES. NO. R-138-15
A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement Project
10. RES. NO. R-139-15
A Resolution authorizing a contract with Gamble Associates Architecture + Urban Planning to perform Professional Urban Design Services for The Downtown Riverfront Park and Placemaking Improvements Design Development
11. RES. NO. R-140-15-Amended
A Resolution authorizing the purchase of 110 E. Ash Street, Parcel No. N44-000895
12. RES. NO. R-141-15
A Emergency Resolution to amend the agreement with J & J Schlaegel, Inc. for the off-site pipeline project

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

MINUTES
PIQUA CITY COMMISSION
Tuesday, September 15, 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, Martin, and Trustee McMaken, Trustee Hiegel, and Trustee Hartley. Absent: None.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

Consent Agenda

Approval of the Minutes

Approval of the minutes from the January 6, 2015 Joint Meeting of the Washington Township Trustees and Piqua City Commission

Moved by Commissioner Martin, seconded by Commissioner Vogt, that the minutes of the January 6, 2015 Joint Meeting of the Washington Township Trustees and the Piqua City Commission be approved. Voice vote, Aye: Wilson, Terry, Martin, Vogt, Fess, Hartley, Hiegel, and McMaken. Nay: None. Motion carried unanimously.

New Business

RES. NO. R-126-15

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

City Manager Huff stated Resolution No R-126-15 appoints Frank J. Patrizio to fill the unexpired term of Harlen Smoot on the Forest Hill Union Cemetery Board., with the term to expire December 31, 2015.

Mayor Fess stated Mr. Smoot was a board member for many years and was a great person. Mr. Smoot also always stopping by the cemetery to help out with the everyday work and will be missed by many.

Trustee Hiegel stated Harlen Smoot was a very dedicated member of the Board since 1996 and over the 19 ½ years he only missed 5 meeting, and will be greatly missed. Harlen had an unofficial slogan at the Cemetery that stated: *"If you are at Forest Hill Cemetery, we are the last ones to let you down."*

Moved by Trustee Hiegel, seconded by Commissioner Terry, that Resolution No. R-1-26-15 be adopted. Roll call, Aye: Vogt, Fess, Martin, Wilson, Terry, Hiegel, McMaken, and Hartley. Nat: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-126-15 adopted.

Moved by Trustee Hiegel, seconded by Commissioner Wilson, to adjourn from the Joint Meeting with the Washington Township Trustees and the Piqua City Commission at 7:35 P.M. Voice vote, Aye: Fess, Martin, Wilson, Terry, Vogt, Hiegel, McMaken, and Hartley. Nay: None. Motion carried unanimously.

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

Mayor Fess read the proclamation, and presented it to City Manager Huff to present to the Hartzell Family.

EXECUTIVE SESSION

Moved by Commissioner Terry, seconded by Commissioner Martin, to move into Executive Session at 7:40 P.M. to consider the purchase or sale of property for public purposes. Voice vote, Aye: Fess, Wilson, Martin, Vogt and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adjourn from the Executive Session Meeting at 7:50 P.M. Voice Vote, Aye: Fess, Wilson, Martin, Vogt, and Terry. Nay: None

Mayor Fess explained the reason City Manager Huff was wearing an Ohio State Football jersey at the meeting. Ohio State beat Virginia Tech !!!!!

REGULAR CITY COMMISSION MEETING

Consent Agenda

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.

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

NEW BUSINESS

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.

Stacy Wall, Law Director, provided the Staff Report.

The original franchise agreement was dated November 15, 1887. No other changes have been made to it other than a name change, and has had no changes to the terms and conditions. Vectren has been in the process of attempting to standardize franchise agreements with all municipalities for operational purposes, and submitted a proposed draft of the new terms and conditions. After review of the draft by City Engineer Amy Havenar and Law Director Wall they are both 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. In addition to the changes, Vectren continues to be required to follow any other City, State or Federal requirement or regulations. Vectren was more than willing to consider the City's proposed changes and recommendations, and the parties mutually agreed upon the proposed terms, stated Ms. Wall.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 11-15 at this time.

Ordinance No. 11-15 was given a first reading.

RES. NO. R-127-15

A Resolution approving the tax rates for the City as determined by the Miami County Budget Commission

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

Each 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 the City Commission and certification to Miami County before October 1, 2015, stated Ms. Holtzaple.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-127-15.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-127-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-127-15 adopted.

RES. 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 East Ash Street Bikeway project

Amy Havenar, City Engineer, provided the Staff Report.

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, stated Ms. Havenar. The project will tie into the multiuse 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 stated Ms. Havenar. As with all projects utilizing federal money the consultants must be on ODOT's prequalified consultants list, and Korda/Nemeth Engineering Inc. is on that list.

The City has secured Transportation Alternative funding from the Federal Highway Administration of up to \$350,000 for the construction of the project. The engineering design would begin immediately with the project construction scheduled for the summer of 2018, stated Ms. Havenar.

Commissioners asked numerous questions regarding: the funding and the need for the new shared use path when there is already sidewalk in place, the location of the new shared use path on the south or north side of the bridge, how far the path will extend out into the roadway, the reason that ODOT is requiring engineering design, how often the current path is used on a daily basis. Ms. Havenar provided additional information to answer all questions.

Public Comment

Nick Alexander, S. Roosevelt Ave., came forward asked several questions in regards to crossing Route 36 in various locations from the current bike path. City Manager Huff provided additional information regarding the crossing of US Route 36 at the various locations.

Jeff Lange, St. Rt 66, came forward stating that US Route 36 is a very dangerous area, and the installation of the shared use path will eliminate some of the danger while using the path. Mr. Lange further stated he is very much in favor of the city proceeding with this project at this time.

Jim Hemmert, Boone Street, an avid bicyclist came forward and provided additional information regarding the need for the new shared use path, stating it is being done all over the state. Mr. Hemmert shared the number of miles (14,200 miles) that just seven local bicyclists have completed in Piqua this summer

Mike Gutmann, Marymont Drive, also an avid bicyclist came forward and provided additional information on the need for the shared use path, and stating his support of the project. There is a real need for a connector to get around the community. Mr. Gutmann stated he recently attended a Regional Meeting and heard several comments on how Piqua is actively progressing.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to table Resolution No. R-128-15 at this time. Roll call, Aye: Martin, Wilson, Vogt. Nay: Fess and Terry. Motion to table Resolution No. R-128-15 was passed on a 3-2 vote. Mayor Fess stated Resolution No. R-128-15 is tabled at this time.

RES. 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

Amy Havenar, City Engineer, provided the Staff Report.

ODOT is requesting legislation to complete the resurfacing of US Route 36 from the east corporation limit of the City east to the Village of Fletcher. ODOT requires the permission of the local entity prior the commencement of the work within that entities corporation limit. There is no financial participation required of the City for the completion of this project, all costs will be incurred by ODOT, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-129-15 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-129-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-129-15 adopted.

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

Amy Havenar, City Engineer, provided the Staff Report.

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. ODOT requires the permission of the local entity prior the commencement of the work within that entities corporation limit. There is no financial participation required of the City for the completion of this project, all costs will be incurred by ODOT, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-130-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-130-15 be adopted. Roll call, Aye; Martin, Fess, Terry, Wilson, and Vogt. Nay, None. Motion carried unanimously. Mayor Fess the declared Resolution No. R-130-15 adopted.

RES. NO. R-131-15

A Resolution preliminary consent legislation with the Ohio Department of Transportation (ODOT) for bridge repairs on State Route 66

Amy Havenar, City Engineer, provided the Staff Report.

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 abutment and deck edges using anodes and encasing piers at the structure. ODOT requires the permission of the local entity prior to commencement of work within that entities corporation limit. There is no financial participation required of the City for the completion of this project, all costs will be incurred by ODOT, stated Ms. Havenar.

Public Comment

Jeff Lange, St. Rt. 66, came forward stating the last time this was done the contractor left some very heavy materials there, and they have now washed out into the spillway area. He stated he just wanted the city to be aware of this.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No R-131-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No.R-131-15 adopted.

RES. NO. R-132-15

A Resolution authorizing a lease with Miami County Amateur Radio Club for radio communications purposes

Stacy Wall, Law Director, provided the Staff Report.

The City of Piqua has leased the water tower at 1243 ½ E. Ash Street to the Piqua Amateur Radio Club since 1987. Effective September 1, 2015 the Piqua Amateur Radio Club has disbanded and all of its assets and functions are now under the Miami County Amateur Radio Club. The City desires to enter into a lease with the Miami County Amateur Radio Club in substantially the same form of lease for use of the City of Piqua Water Tower located at 1243 ½ E. Ash Street.

Scott Swink, President of the Miami County Amateur Radio Club, came forward and provided a brief overview of the role the Miami County Amateur Radio Club plays in the community.

Mayor Fess thanked Mr. Swink for his comments and the service they provide to the community.

Commissioner Terry stated recently she spoke with an old school classmate who stated the Piqua Amateur Radio Club provided valuable communications for the City of Piqua during the 1978 blizzard, and she believes it is very important to support them, as they are supporting the community.

Commissioner Martin stated since the Miami County Amateur Radio Club is a volunteer organization, he would like to see the City of Piqua pick up the Electric Charges for the Miami County Amateur Radio Club at the water tower so they do not have to worry about paying the bill.

Mayor Fess asked if there was an idea on what the electric charges would be. Mr. Swink came forward stating the bill averages \$35.00 a month, or \$420.00 per year.

Commissioner Wilson stated he is fine with paying the electric charges since they are doing a public service for the community, and when there is an emergency they do not charge us to provide services..

Law Director Wall stated the Resolution does not need to be amended. Exhibit A attached is the draft agreement and I can add language to state that it be maintenance free to reflect the change, stated Ms. Wall.

Public Comment

Nick Alexander, S. Roosevelt, came forward and voiced his opinion on why he is in favor of the lease to the Miami County Amateur Radio Club.

Law Director Stacy Wall stated at the last City Commission the City had a proclamation for "National Preparedness Month", and this is very fitting timing wise this is in front of the Commission. There is really no change other than the entity name, now it is one club. The equipment will not be coming up and down off the tower, we have committed them to be there and they are a valuable service to the community, stated Ms. Wall.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-132-15 be adopted. Roll call, Aye: Wilson, Martin, Fess, Vogt, and Terry. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No.132-15 adopted.

MONTHLY REPORTS – JUNE 2015

Mayor Fess stated the Monthly Reports are in for June 2015 and are accepted.

PUBLIC COMMENT

Jim Robinson, Parker Drive came forward and provided a brief overview of the Pitsenbarger Memorial Statue at Pitsenbarger Park. The statue has been vandalized several times and the Veterans Memorial Committee would like to move the memorial to the Veterans Memorial Park at the corner of Washington Avenue and Broadway. There would be no expense to the City and will be moved by the Committee if the City agrees to the move.

Mayor Fess stated she thinks it would be very appropriate to move the Statue to the Veterans Memorial Park. Commissioner Vogt stated he would like to see the statue moved to the entrance of Pitsenbarger Park on South Street. After a brief discussion the majority of the Commissioners were in agreement to allow the Veterans Memorial Committee to move the statue from Pitsenbarger Park to the Veterans Memorial Park.

Law Director Wall asked if someone from the Veterans Memorial Committee would contact her about the liability with regards to moving the statue.

Gary Koenig, Peregrine Place, candidate for 5th Ward Commissioner and Mayor, came forward and inquired if it would be possible to ask ODOT to move up their plans to repair Route 36 from Sunset to Colledge as it is in rough condition. City Manager Huff stated it is already in the work plan.

City Manager's Report

City Manager Huff announced the Piqua BikeFest will take place on Friday September 18, and Saturday September 19 in the downtown area.

On Saturday September the 26th the Active Piqua Committee will be sponsoring another Cyclovia event that will take place on the trail behind the Municipal Government Center from 4:00 P.M. to 9:00 P.M.

Also on Saturday September 26th from 10:00 A.M to 1:00 P.M. the Police Department will be working the DEA on the National Take Back Initiative. A Police Officer will be outside the Municipal Government Complex to accept prescription pills in the original containers. Liquids and needles are not being accepted, only pills.

Commissioners Comments

Commissioner Wilson stated the BikeFest is downtown on Saturday with a lot of outside vendors, but please continue to support our local business.

Commissioner Terry stated the BikeFest was a success last year, but also to remember to support the downtown businesses.

Commissioner Terry also commented on Harlen Smoot stating he called himself the Mayor of Lindsey Street; he did so much more than cooperate with the Cemetery Board, he was always there to help anyone in the neighborhood, and will be missed by many.

Commissioner Wilson stated Mr. Smoot was always coming up and giving advice. When he was out and about in the neighborhood.

Commissioner Vogt stated he is not against moving the statue, further stating he was a good friend and he has a memorial to Bill Pitsenbarger in his side yard at home.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:58 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

RESOLUTION NO. R-133-15

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF MICHAEL J. FISCHBACH
AS A CITY EMPLOYEE

WHEREAS, Michael J. Fischbach has retired as Accountant III with the Finance Department; and

WHEREAS, his retirement follows 25 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Michael J. Fischbach as Accountant III with the Finance Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO 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.

1st Reading – 9/15/2015

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-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.

Tabled – 9/15/2015

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



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	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>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.</p> <p>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.</p> <p>ODOT will bid both projects simultaneously to ensure coordination between the two projects.</p> <p>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.</p>		
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	<p>The City has secured Transportation Alternatives (TA) funding from the Federal Highway Administration of up to \$350,000 for the construction of the project.</p> <p>As with the majority of our federally funded projects, the engineering costs are funded with 100% local funds.</p>	

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



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

Korda/Nemeth Engineering, Inc. - Consulting Engineers

1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010 - TEL 614-487-1650 - FAX 614-487-8981 - WEB www.korda.com

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.

Amy Havenar, PE
September 3, 2015
Page Three

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.

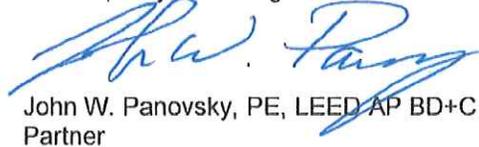
Thank you for the opportunity to make this proposal. To initiate our services, please sign and return one copy for our files. Note that your signature is required below, and on the attached Standard Terms & Conditions.

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 reproducible 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-134 -15

A RESOLUTION OF INTENT TO VACATE
PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of a portion of platted public right of way known as an alley located between Main Street and Wayne Street, as shown in Exhibit "A" attached hereto, has been filed with the Clerk of 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: This Commission hereby intends to vacate a portion of platted public right of way known as an alley located between Main Street and Wayne Street, as shown on Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #5

MEETING DATE	September 17, 2015		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION OF INTENT TO VACATE PUBLIC RIGHT-OF-WAY		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	The applicant desires to vacate a platted portion of an alley right of way between Main Street and Wayne Street. The subject right of way is not currently being used for public purposes.		
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	500	
	Expenditure \$:	500	
	Source of Funds:	Street Department	
	Narrative:	Approving the resolution will forward the request to the Planning Commission for study and recommendation.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to declare intent to vacate and forward the item to the Planning Commission for consideration.	
	2.	Defeat the resolution and deny the request to consider the petition to vacate the subject right of way.	
PROJECT TIMELINE	October 19, 2015 – City Commission – Declare Intent to Vacate November 3, 2015 – Planning Commission – Public Hearing Nov/Dec 2015 - City Commission – Reading of Ordinance		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	Application petitioning to vacate the subject right of way		

Exhibit 'A'



CITY OF PIQUA, OHIO

APPLICATION FOR VACATION
OF PUBLIC RIGHT-OF-WAY

1. Applicant's Name City of Piqua Public Works Department Phone # (937) 778-2095

Applicant's Address 859 S Main Street, Piqua, OH 45356

2. Owner's Name City of Piqua Phone # (937) 778-2095

3. Type of legal interest held by applicant Municipal Corporation

4. Location of Public Right-Of-Way Vacation request _____

Unimproved public alley platted right of way located between Main Street and Wayne Street, and between Miami Street and Johnson Street

5. Describe the reason for the requested Vacation of Public Right-Of-Way

The unimproved public alley serves no purpose useful to public interest.

6. Property owners adjacent to Right-Of-Way to be vacated.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant



Date 9-21-15

*****OFFICE USE ONLY*****

\$100.00 Fee Paid _____

Date Fee Paid _____

Receipt No. _____

Res. No. _____

RESOLUTION NO. R-135-15

A RESOLUTION AUTHORIZING PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE PROGRAMMING OF THE US ROUTE 36 (EAST ASH STREET) BIKEWAY/PEDESTRIAN FACILITY PROJECT

WHEREAS, the Ohio Department of Transportation requests preliminary legislation to complete the programming of proposed infrastructure improvement projects within the City of Piqua.

SEC. 1: Project Description

WHEREAS, ODOT in cooperation with the City of Piqua has identified the need for the described project:

The construction of a separated bike lane and pedestrian facility on US Route 36 (East Ash Street) from Centre Court/Scott Drive to Looney Road, within the City of Piqua, Miami County, Ohio. Said project is further identified as MIA EAST ASH STREET BIKEWAY.

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

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

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

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

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

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE (Should match resolution/ordinance title)	Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility Project		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In March of 2014, the City was notified of our award of a Transportation Alternatives grant from the Miami Valley Regional Planning Commission. This grant is for the construction of a separated bike lane and pedestrian facility on US Route 36 (East Ash Street) from Centre Court/Scott Drive to Looney Road.</p> <p>As with all projects receiving federal funds, we are required to program the project with ODOT in order to begin moving forward with the design.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A for this legislation	
	Expenditure \$:	N/A for this legislation	
	Source of Funds:		
	Narrative	The grant was approved for up to \$350,000 of the project costs. The project has an estimated construction cost of \$575,000; however, we have not yet begun the detailed design. The estimate will be refined once we get into the design of the project.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ODOT.	
	2.	Deny the resolution and do not proceed with the project.	
PROJECT TIMELINE	The project is currently scheduled for construction in the summer of 2018.		
STAFF RECOMMENDATION	Approval of the resolution to allow for ODOT to complete the programming of the US Route 36 (East Ash Street) Bikeway/Pedestrian Facility Project.		
ATTACHMENTS			

RESOLUTION NO. R-136-15

**A RESOLUTION OF AUTHORIZATION
TO SUBMIT APPLICATIONS FOR FEDERAL
MAP-21 FUNDS THROUGH THE MIAMI
VALLEY REGIONAL PLANNING COMMISSION**

WHEREAS, the Miami Valley Regional Planning Commission (MVRPC) has solicited local government entities to submit new transportation projects for funding consideration in the Transportation Improvement Program (TIP); and

WHEREAS, the City of Piqua has committed to a timely project development schedule; and

WHEREAS, the City of Piqua has committed the necessary resources to support the local cost portion of the project; and

WHEREAS, the following project will be submitted to MVRPC:

1. Covington Avenue (US Route 36) Resurfacing. Local match of \$170,689

WHEREAS, the Covington Avenue Resurfacing Project consists of resurfacing of an existing cross-section only, therefore, the City of Piqua will be applying for an exception to the Complete Streets Policy based on Exception No. 4;

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

SEC. 1: The City Manager is hereby authorized and directed to execute and file applications through the Miami Valley Regional Planning Commission as mentioned above and to provide all information and documentation required to become eligible for possible funding assistance;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution of authorization to submit an application for Federal MAP-21 Funds through the Miami Valley Regional Planning Commission.		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Miami Valley Regional Planning Commission is in the process of soliciting for new transportation projects using MVRPC regionally controlled federal funds (STP, CMAQ & TA). The project identified for submission is the resurfacing of Covington Avenue (US Route 36) from Sunset Drive to College Street (STP Resurfacing Program).</p> <p>The STP Resurfacing Program is a program that sets aside a certain amount of STP Funds to fund Federally eligible simple resurfacing projects.</p> <p>The Covington Avenue Resurfacing Project will consist of milling and overlaying of the roadway (from just west of Sunset Drive to College Street) with a new asphalt surface, the installation of ADA compliant handicap ramps where applicable, the adjustment of manholes, pavement repair, and the placement of all new pavement markings within the project limits.</p> <p>A component to the funding application is the compliance with the Regional Complete Streets Policy which was adopted by the MVRPC Board of Directors on January 6, 2011. This policy is aimed at ensuring all current and projected users of the public right-of-way are able to safely and conveniently reach their destinations along and across a street or road, regardless of their chosen mode of transportation. The Resolution includes a statement requesting an exemption to the Complete Streets Policy due to the fact that this project is resurfacing on an existing cross section, only, and not a new project.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		

	Narrative	The Covington Avenue Resurfacing project is being submitted with a construction estimate of \$682,757. The funding breakdown being applied for is 75% Federal (\$512,068), 25% Local (\$170,689). If successful in obtaining the grant, the funds would be available in SFY 2017.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and submit an application to the MVRPC for funding for the Covington Avenue Resurfacing Project.
	2.	Do not approve the resolution and provide guidance as to additional funding sources.
PROJECT TIMELINE	The project will need to start and be completed in SFY 2017 (July 1, 2016 – June 30, 2017) in order to meet the eligibility requirements of the grant.	
STAFF RECOMMENDATION	Approve the resolution and make application to the MVRPC for funding.	
ATTACHMENTS	None	

RESOLUTION NO. R-137-15

A RESOLUTION OF AUTHORIZATION TO SUBMIT AN APPLICATION FOR OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR THE NEW CENTRAL ZONE WATER TOWER PROJECT

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

WHEREAS, the City of Piqua is planning to make capital improvements to the central zone water system by the construction of a new 1 million gallon water storage tank, the construction of new water mains, and the demolition of existing water storage tanks; and

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

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

SEC. 1: The City of Piqua approves filing an application with the Ohio Public Works Commission for funding in the amount of \$1,075,000 for the New Central Zone Water Tower Project; and;

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution of authorization to submit an application for Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Program(s) and to execute contracts as required for the New Central Zone Water Tower Project.		
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	This Resolution would allow for the City Manager to file an application with the Ohio Public Works Commission (OPWC) for funding in the amount of \$1,075,000 for the New Central Zone Water Tower Project. The project will consist of the construction of a new 1 million gallon Water Storage Tank (WST) at the south end of the City, which will replace 2 – 250,000 gallon deteriorated water storage tanks. The project will also include the demolition of these two existing tanks as well as the installation of a new water main to tie the proposed tank into the existing water system. The project is currently under design and is scheduled to start construction in the summer of 2016.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	Costs will be included in the 2016 budget	
	Source of Funds:	Water Department Funds & Ohio EPA Water Supply Revolving Loan Account	
	Narrative	<p>The City has applied for a loan from the Ohio EPA Water Supply Revolving Loan Account for this project.</p> <p>At this time, the total project cost (including Engineering and Construction Administration) is estimated to be approximately \$4,600,000. The grant request through OPWC is being made for \$1,075,000.</p>	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and submit an application to the OPWC for funding for the New Central Zone Water Tower Project.	

	2.	Do not approve the resolution and provide guidance as to additional funding sources.
PROJECT TIMELINE	The New Central Zone Water Tower Project is scheduled to begin construction in the summer of 2016.	
STAFF RECOMMENDATION	Approve the resolution and submit an application to the OPWC for funding for the New Central Zone Water Tower Project.	
ATTACHMENTS	None	

RESOLUTION NO. R-138-15

A RESOLUTION AWARDING A CONTRACT
TO GRISSOM CONSTRUCTION, LLC FOR
THE GARNSEY STREET SIDEWALK
REPLACEMENT PROJECT

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Garnsey Street Sidewalk Replacement Project; and

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

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

SEC. 1: A contract is hereby approved with Grissom Construction, LLC as the lowest, responsible bidder for the Garnsey Street Sidewalk Replacement Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$60,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement Project.		
SUBMITTED BY	Name & Title: Justin Sommer, Assistant City Manager		
	Department: Community Development & Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The Piqua City Commission approved application for CDBG allocation funds for blocks 300 and 400 of Garnsey Street for sidewalk replacement with the passage of R-75-14. On June 16, 2015, one bid was received for the Garnsey Street Sidewalk Replacement Project. A contract was awarded to Grissom Construction, LLC by R-105-05 for the 300 and 400 blocks of Garnsey Street.</p> <p>Upon further review of the sidewalk conditions in the 300 and 400 blocks of Garnsey, it was determined that only a portion of the sidewalks needed replaced. This allows the project to be extended to the 200 block of Garnsey.</p> <p>As with the 300 and 400 blocks, the 200 block was competitively bid. Two bids were received, with Grissom Construction, LLC being the lowest and best bidder. (Exhibit A)</p> <p>This project is being funded by the FY 2014 Community Development Block Grant (CDBG) Community Development Allocation Program. An alternate bid was taken for additional sidewalk replacement within the project limits. Awarding this contract allows the City to utilize 100% of the grant funding and attain positive grant program outcomes. This request includes 3% contingency funds.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$63,500	
	Expenditure \$:	\$60,000 CDBG, \$3,500 Fund 103	
	Source of Funds:	2014 CDBG Allocation Funds, General Fund 103	
	Narrative:	Funding for this project is from the FY 2014 CDBG Community Development Allocation Program.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and complete the Garnsey Street Sidewalk Replacement Project	
	2.	Do not approve the resolution and do not complete the Garnsey Street	

	Sidewalk Replacement Project and return the funding. Returning funding and not meeting CDBG commitments could negatively affect future CDBG funding requests.
PROJECT TIMELINE	The work will begin as soon as possible and has a completion date of August 20, 2015.
STAFF RECOMMENDATION	Approve the resolution to allow for the completion of the Garnsey Street Sidewalk Replacement Project
ATTACHMENTS	Bid Tabulation (Exhibit A), City of Piqua Change Order (Exhibit B)

Garnsey Street Sidewalk Improvements (Block 200)
Piqua, OH 45356
CDBG Funded Project

Quote Summary
August 31, 2015
5:00 PM

COMPANY NAME	QUOTE AMOUNT
Grissom Construction, LLC	\$21,623.25
Christy's Construction	\$22,093.45
Anderson Block and Concrete	No Bid
L.J. DeWeese Co. Inc.	No Bid
Hemmert Concrete, LLC	No Bid
Huelskamp Construction	No Bid
TKA, Inc.	No Bid
Ultimate Fence @ Landscaping	No Bid

RESOLUTION NO. R- 139-15

A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL URBAN DESIGN SERVICES FOR THE DOWNTOWN RIVERFRONT PARK AND PLACEMAKING IMPROVEMENTS DESIGN DEVELOPMENT

WHEREAS, the Riverfront District Development Strategy identifies the expansion and redesign of Lock Nine Park as one of three initial catalytic actions instrumental to implementing the first phase of the Redevelopment Strategy; and

WHEREAS, the each of the initial catalytic actions instrumental to implementing the first phase of the Redevelopment Strategy is dependent upon the advancement of the others and significant progress has been made on the other two initial catalytic actions; and

WHEREAS, Professional Urban Design Services are needed to perform the Downtown Riverfront and Placemaking Improvements design development documents necessary to advance the implementation program; and

WHEREAS, Statement of Qualifications were secured from prospective firms and evaluated, and the candidate firms were interviewed, and the preferred firm provided a proposal that was reviewed and deemed acceptable, in accordance with the City of Piqua professional services procurement policies; and

WHEREAS, the professional services offered by Gamble Associates are within the allocated budget amount for this work.

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

SEC. 1: The City Manager is authorized to enter into a contract with Gamble Associates Architecture + Urban Planning to perform Professional Urban Design Services for the Downtown Riverfront and Placemaking Improvements Design Development project.

SEC. 2: The cost of the services is not to exceed \$75,000.

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #10

MEETING DATE	September 30, 2015		
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING A CONTRACT WITH GAMBLE ASSOCIATES ARCHITECTURE + URBAN PLANNING TO PERFORM PROFESSIONAL URBAN DESIGN SERVICES FOR THE DOWNTOWN RIVERFRONT PARK AND PLACEMAKING IMPROVEMENTS DESIGN DEVELOPMENT		
SUBMITTED BY	Chris Schmiesing, City Planner		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND (Description, background, justification)	This contract will provide the services necessary to complete Downtown Riverfront Park and Placemaking Improvements Design Development. This task was identified as one of three initial catalytic actions recommended by the Riverfront District Development Strategy. Completion of this design phase will ready the project for the preparation of construction and bidding documents.		
	Budgeted \$:	75,000	
	Expenditure \$:	75,000	
	Source of Funds:	Development Department; Planning	
	Narrative:	Approving the resolution will continue to advance the Downtown Riverfront Redevelopment project.	
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the contract for professional services.	
	2.	Defeat the resolution to deny authorization of the contract for professional services.	
PROJECT TIMELINE	October 6, 2015 – City Commission October 2015 – Begin Work May 2016 – Complete Work		

STAFF RECOMMENDATION	Approve the proposed resolution.
ATTACHMENTS	Copy of proposed contract agreement

AGREEMENT _____ - 2015

This Agreement is hereby entered into this _____ day of _____ 2015 between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Gamble Associates, Architecture + Urban Planning ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to hire a professional consultant to provide design services for the Downtown Riverfront District Placemaking Improvements ("Project") and has advertised for qualifications in accordance with the laws of the City of Piqua; and

WHEREAS, Gamble Associates, Architecture + Urban Planning ("Contractor") submitted the successful proposal as a result of a solicitation for qualifications to provide professional services, which included an interview; and

WHEREAS, the City of Piqua Commission has budgeted to secure professional design services for the Project;

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the Scope of Work document;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Contractor, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."
2. Contractor: Contractor is Gamble Associates, Architecture + Urban Planning, which is to provide the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

See Downtown Riverfront District Placemaking Improvements Scope of Work document included herewith.

III. COMPENSATION

Total lump sum not to exceed amount (including all travel and incidental expenses) shall be \$75,000

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Piqua City Planner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

3. Law to Govern and Forum:

This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment:

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety:

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Hold Harmless and Indemnification:

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

8. Insurance:

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"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."

Each entity must provide a certificate of insurance that has at least \$1 million commercial general liability coverage per occurrence or \$2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. Notice:

This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City of Piqua:
Chris Schmiesing
Development Department
201 West Water Street
Piqua, Ohio 45356

To the Contractor:
David Gamble
Gamble Associates
678 Massachusetts Avenue, Suite 502
Cambridge, MA 02139

10. Independent Contractor:

The Contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

11. Audit:

At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of

this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. Default:

Should the Contractor default on any provision of this Agreement, the City shall provide written notice of the default and Contractor shall have a period of thirty (30) days to cure the default. If the Contractor does not cure the default within the allotted period, the City may cure the default and assess the costs to the Contractor or may terminate the Agreement for reason that said Contractor has breached this Agreement and was considered in default.

14. Termination:

This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

15. Term:

The term of this Agreement shall be for the 9 month period, beginning from the date of execution of this Agreement. Said term is non-renewing.

16. Conflict of Interest:

No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

17. Waiver:

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

18. Proprietary Materials:

The City of Piqua acknowledges that in the course of performing services, the Contractor may use products, materials or proprietary information. The City of Piqua agrees that it shall have or obtained no rights in the proprietary material, except pursuant to a separate written agreement that may be executed by the parties.

The Contractor acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

19. Ownership of Property:

The Contractor agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports and other similar documents produced in connection with the Agreement shall become the property of the City of Piqua.

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

20. Warranty:

The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

V. SIGNATURE

The parties enter into this Agreement this ____ day of _____, 2015, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA
By:

GAMBLE ASSOCIATES
By:

Gary A. Huff, City Manager

Title:

Witness:

Witness:

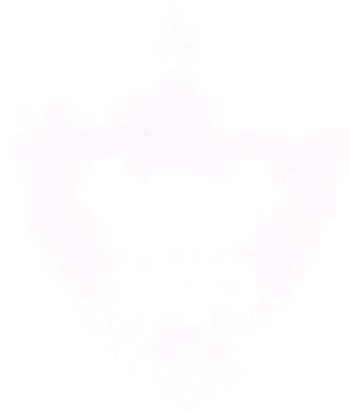
Approved as to form:

Approved as to funding:

Stacy M. Wall, Law Director

Cynthia A. Holtzaple, Finance Director

CITY OF



PIQUA

AMENDED – 10-1-2015
RESOLUTION NO. R-140-15

**A RESOLUTION AUTHORIZING THE PURCHASE OF 110 E. ASH STREET,
PARCEL NO. N44-000895**

WHEREAS, Parcel Nos. N44-000895, 110 E. Ash St., Piqua, Miami County, Ohio, is available for purchase and necessary for economic development; and

WHEREAS, the City has been in pre-planning stages to create development of the former Miami & Erie Canal Corridor and 110 E. Ash St. is a critical piece of the proposed planning of development; and

WHEREAS, the owner of Parcel No. N44-000895 and the City executed a Purchase Agreement on October 2, 2015.

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

SEC. 1. The City Manager is hereby authorized to purchase Parcel No. N44-000895 for an amount not to exceed \$55,000.00 **and related administrative costs**, taking into consideration the fair market value. ~~and, in accordance with the terms of the Agreement to Purchase attached hereto as Exhibit A.~~

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

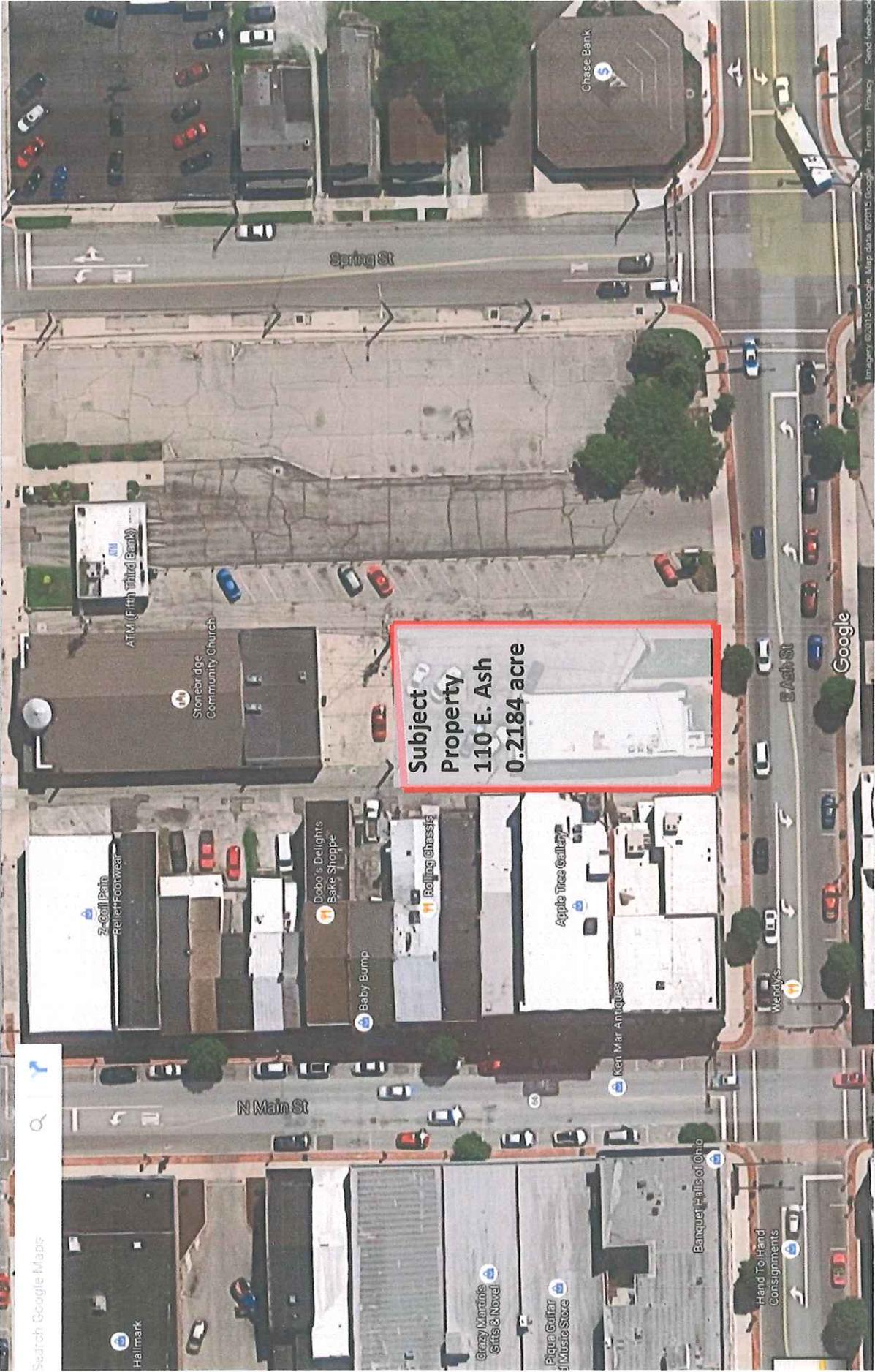
ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Item # 11 Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE <small>(Match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE PURCHASE OF 110 E. ASH STREET, PARCEL NO. N44-000895		
SUBMITTED BY	Justin Sommer, Assistant City Manager		
	Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> City Planner		<input type="checkbox"/> Planning Commission
BACKGROUND <small>(Description, background, justification)</small>	<p>The subject property is a key parcel in regards to the redevelopment envisioned for the former Miami & Erie Canal corridor. To effectively engage development interest in the project it is essential that a pro-development entity, such as the City of Piqua, control the property. GPN, PIC, and other agencies and members of the community have expressed support for moving forward with this acquisition to advance the redevelopment goal for this corridor. This property sits on canal land and will be used for a public purpose to support surrounding development. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase agreement that expires in October of 2015.</p>		
BUDGET/FINANCIAL IMPACT <small>(Project costs and funding sources)</small>	Budgeted \$:	0	
	Expenditure \$:	55,000	
	Source of Funds:	Building Acquisition Bonds, Series 2015	
	Narrative:	The expectation is that the funds will be recovered when the redevelopment project is executed.	
OPTIONS <small>(Include deny /approval option)</small>	1.	Adopt the resolution to authorize the acquisition.	
	2.	Defeat the resolution and deny the acquisition.	
PROJECT TIMELINE	October Regular City Commission meetings.		
STAFF RECOMMENDATION	Approve the proposed resolution.		
ATTACHMENTS	1. Resolution, purchase agreement, map		



**Subject
Property
110 E. Ash
0.2184 acre**

Search Google Maps

Hallmark

Crazy Martin's
Gifts & Novel

Piqua Guitar
& Music Store

Banquet Halls of Ohio

Hand To Hand
Consignments

N Main St

Baby Bump

Dobo's Delights
Bake Shoppe

Rolling Chassis

Apple Tires Gallery

Ken Mar Antiques

Wendy's

Stonebridge
Community Church

ATM (First Third Bank)

Spring St

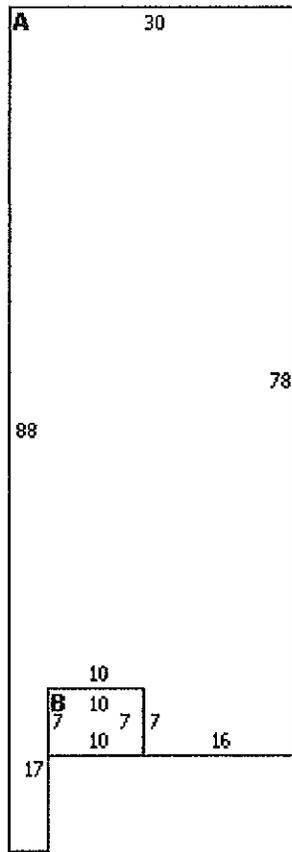
Chase Bank

E Ash St

Google

Images ©2015 Google, Map data ©2015 Google, Terms Privacy Send feedback

Scale: 5ft



A	1 s Br/B	2310 sqft
B	CY1	70 sqft

BA3	Basement Extension	PR2	Porch-Enclosed-Frame/Equal
BL1	Balcony	PR3	Porch-Open-Masonry
BZ1	Breezeway-Open	PR4	Porch-Enclosed-Masonry
BZ2	Breezeway-Closed	PR5	Portico
CP1	Carport	PR6	Open Screen Porch
CY1	Canopy-Frame Metal	PT1	Patio
CY2	Canopy-Metal	PT2	Patio-Brick
CY3	Canopy Over Patio	PT3	Patio-Stone
CY4	Canopy Over Stoop	PT4	Redwood Patio
CY5	RFX	SH1	Shed-Frame/Equal
CY6	RFX/Patio	SH2	Shed-Masonry
CY7	RFX/MS	SP1	Indoor Pool
GH1	Greenhouse	ST1	Stoop Masonry
GR1	Garage-Frame/Equal	WD1	Wood Deck
GR2	Garage-Brick	O1	Outbuilding 1
GR3	Garage-Stone	O2	Outbuilding 2
GR4	Garage-Basement	O3	Outbuilding 3
GR5	Garage-Integral	O4	Outbuilding 4
GR6	Shop	O5	Outbuilding 5
GZ1	Gazebo		
PR1	Porch-Open-Frame/Equal		

RESOLUTION NO. R-141-15

AN EMERGENCY RESOLUTION TO AMEND THE AGREEMENT WITH J&J SCHLAEGEL, INC. FOR THE OFF-SITE PIPELINE PROJECT.

WHEREAS, on February 17, 2015 Resolution # R-29-15 was passed awarding a contract to J&J Schlaegel, Inc. for the Off-Site Pipeline Project as part of the New Water Treatment Plant; and

WHEREAS, after the start of the project, new discoveries have been made that require changes to the construction plans; and

WHEREAS, these changes require additional materials and labor to complete the work as needed for the best interest of the City of Piqua; and

WHEREAS, this is an emergency resolution due to material lead time and construction time lines.

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 Agreement with J&J Schlaegel, Inc. for the Off-Site Pipeline Project be amended in the amount of \$54,719.43.

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

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	October 6, 2015		
REPORT TITLE (Should match resolution/ordinance title)	An emergency Resolution to amend the agreement with J&J Schlaegel, Inc. for the Off-Site Pipeline Project.		
SUBMITTED BY	Name & Title: Don Freisthler, Water Plant Superintendent		
	Department: Water		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The off-site pipeline portion of the new Water Treatment Plant Project will allow for the construction of new raw water lines, finished water lines, and a new sludge line along SR 66. This project is needed to tie pipelines for the new Water Treatment Plant into our existing system.</p> <p>Through the process of installing the new water lines and new discoveries with the current distribution system, it was determined that changes had to be made to the original plans for the project as it was bid.</p> <p>These changes will require the purchase of additional valves, tees, restraints, and other needed materials to allow the current plant to supply water during the construction process until the new treatment plant and new lines are in operation. This will also allow for the continued water service to a small number of customers on State Route 66 whose service otherwise would be interrupted and a temporary water supply would have to be installed.</p> <p>The new design will also allow the current treatment facility to be abandoned and isolated from the new system without further expenses.</p> <p>This is an emergency Resolution due to construction timelines and lead time to get the needed materials.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	(2015 Expenditure)	
	Expenditure \$:	\$54,719.43	
	Source of Funds:	403-000-175-1750	
	Narrative	This amount will be taken from the capital budget as the contingency fund was used for the traffic changes as approved in Resolution R-98-15.	

OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to amend the agreement with J&J Schlaegel for the Off-Site Pipeline Project and allow for the changes to be made so that the current treatment facility can maintain current operations during construction.
	2.	Do not approve the Resolution and have water service to the city interrupted during the construction process.
PROJECT TIMELINE	The project will begin immediately and last through the duration of the Off-Site Pipeline Project.	
STAFF RECOMMENDATION	Approval of the Resolution to increase the agreement with J&J Schlaegel for the Off-Site Pipeline Project.	
ATTACHMENTS	Work Change Directive and J&J Schlaegel Cost Proposal Resolution awarding Contract to J&J Schlaegel	

RESOLUTION NO. R-29-15

A RESOLUTION TO AWARD A CONTRACT TO J&J
SCHLAEGEL, INC. FOR THE OFF-SITE PIPELINE
PROJECT AS PART OF THE NEW WATER TREATMENT
PLANT

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

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

WHEREAS, on November 18, 2014 Resolution #R-119-14 was passed to authorize the intent to award the contract to J&J Schlaegel, Inc.; and

WHEREAS, On January 29, 2015, a loan through the Ohio Water Development Authority (OWDA) for said project was approved.

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

SEC. 1: A contract with J&J Schlaegel, Inc. is hereby awarded for the Off-Site Pipeline Project in the amount not to exceed \$3,137,925.00.

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

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


LUCINDA L. FESS, MAYOR

PASSED: February 17, 2015

ATTEST: Rebecca J. Cool
REBECCA J. COOL
CLERK OF COMMISSION



J & J Schlaelgel, Inc.

518 MIAMI STREET • URBANA, OHIO 43078
(937) 652-2046
(937) 652-2046 FAX

July 21, 2015

Summary Cost Analysis for Proposal #13-14-1003

Description	Unit	Unit Price	Additional Quantities	Extended Price
Install 24-inch PCCP / DI Adapters	EA	\$ 10,521.94	3	\$ 31,565.82
Install 24-inch Tees w/ Restraints	EA	\$ 8,665.38	2	\$ 17,330.76
Install 24-inch BFV's	EA	\$ 5,700.00	2	\$ 11,400.00
Delete 24-inch PCCP restrained plugs	EA	\$ (2,021.05)	3	\$ (6,063.15)
Delete 24-inch 45 degree bends	EA	\$ -	2	\$ -
Additional Bond	LS	\$ 486.00	1	\$ 486.00
Total adjusted cost - lump sum				\$ 54,719.43

Special note 1 - J&J believes the 24-inch 45 degree bends may still be necessary and will provide a credit, in the amount of \$1,262.90 each (less restocking, if required), in the unlikely event that they are not used.

Special note 2 - J&J is requesting 7 additional days of extention to the project, to complete the additional work.

"An Equal Opportunity Employer"

WORK CHANGE DIRECTIVE

No. _____ 004

DATE OF ISSUANCE: September 15, 2015

EFFECTIVE DATE: September 15, 2105

OWNER: City of Piqua, OH
CONTRACTOR: J & J Schlaegel, Inc.
Project: Water Treatment Plant – Off-site Pipelines
OWNER's Contract No. 13-14 ENGINEER's Project No. 47268-107350

You are directed to proceed promptly with the following change(s):

Description:

- Per the direction of the City of Piqua for the additional valves, fittings, and adapters, J&J Schlaegel is directed to purchase and install the materials outlined in its Summary Cost Analysis for Proposal #13-14-1003, dated July 21, 2015.
An evaluation of J&J Schlaegel's time extension request of 7 days will be performed at a later date once with baseline schedule is submitted and accepted.

Purpose of Work Change Directive:

- The purpose of this work change directive is for the installation of additional valves, fittings, and adapters to provide increased flexibility and redundancy for the existing water system. This work will be performed at the direction of the City.

Attachments: (List documents supporting change)

- J&J Schlaegel's Summary of Cost Analysis for Proposal #13-14-1003, dated July 21, 2015
- Email from CDM Smith to J&J Schlaegel Outlining Additional Materials, dated June 22, 2015

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price:
\$ 54,719.43

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in

Contract Times:

Substantial Completion 0 days;

Ready for final payment 0 days.

RECOMMENDED:

CDM Smith

ENGINEER

AUTHORIZED:

City of Piqua

OWNER

By Project Manager: _____

By Utilities Director: _____

By City Manager: _____

(Signature of City Manager required only when Work Change Directive exceeds \$10,000)