

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL

OATH OF OFFICE-PIQUA FIRE DEPARTMENT
FIRE CHIEF – BRENT ERIC POHLSCHNEIDER

OATH OF OFFICE – PIQUA POLICE DEPARTMENT
POLICE LIEUTENANT – WILLIAM D. WEAVER

RECOGNITION OF THE VALOR AWARD WINNERS FROM THE PIQUA FIRE DEPARTMENT
PRESENTER – CHIEF POHLSCHNEIDER
PIQUA FIREFIGHTER/PARAMEDIC RECIPIENTS – BRAD WEER & JOSH SULLENBERGER

PROCLAMATION ON PIQUA CITIZEN'S JOURNEY- ACCEPTING – MR. SHEA SELSOR

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the minutes from the October 6, 2015 Regular Piqua City Commission meeting

OLD BUSINESS

2. ORD. NO. 11-15 (3rd 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

3. RES. NO. R-128-15 (Tabled 9-16-2015) (Motion Defeated to Bring Back to Table on 10-6-15)

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

4. RES. NO. R-135-15 (Tabled 10-6-2015)

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

NEW BUSINESS

5. RES. NO. R 142-15

A Resolution requesting authorization to enter into a contract with Burch Hydro, Inc. for Wastewater Plant biosolids contract extension for three (3) years

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.)

MONTHLY REPORTS - AUGUST 2015

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT TO EXECUTIVE SESSION

- a. To consider the appointment, employment, dismissal, discipline or compensation of the City Manager

ADJOURNMENT

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

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

Residence Pride Awards

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

Mayor Fess read the names of the Residence Pride winners while pictures of their homes were shown. Mayor Fess congratulated all of the Residence Pride Award winners, further stating she appreciates all the time and effort they put into maintaining their properties.

Anyone interested in nominating a home for the Residence Pride Award can contact the City Manager's Office at 937-778-2051, or go on line to the Piqua website for an application.

PROCLAMATIONS

Walk to School Day – Accepting: Chris Schmiesing, City Planner

Mayor Fess read the proclamation and presented it to Chris Schmiesing, Cindy Pearson, and Jim Hemmert.

Mr. Schmiesing provided a brief overview of the Walk to School Program.

Community Planning Month – Accepting: Chris Schmiesing, City Planner

Mayor Fess read the proclamation and presented it to Chris Schmiesing, Stu Shear, Gary Koenig, and Cindy Pearson.

Mr. Schmiesing thanked all of the Board Members of the Planning Commission, Board of Zoning Appeals and the Downtown District Design Review Board for their work on these boards.

City Manager Huff recognized City Planner Chris Schmiesing for his leadership skills.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the September 15, 2015 Regular Piqua City Commission Meeting.

RES. NO. R-133-15

A Resolution of Appreciation for the Public Service of Michael J. Fischbach as a City Employee

Mayor Fess read the Resolution of Appreciation and presented it to Cindy Holtzapple, Finance Director/Assistant City Manager to give to Mr. Fischbach who was unable to attend.

Moved by Commissioner Martin, seconded by Commissioner Wilson, 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.

OLD BUSINESS

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.

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 have 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.

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

RES. NO. R-128-15 (TABLED 9-16-15)

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

Motion was made by Commissioner Terry, seconded by Mayor Fess, to bring Resolution No. 128-15 off the table. Roll call, Aye: Terry, Fess. Nay: Martin, Vogt, and Wilson. Motion was defeated by a 3-2 vote to bring Resolution No. R-128-15 off the table. City Manager Huff stated there will be a Work Session held to discuss the Resolution next week.

Resolution No. R-128-15 remained tabled at this time.

NEW BUSINESS

RES. NO. R-134-15

A Resolution of intent to vacate public right of way

Chris Schmiesing, City Planner provided the Staff Report.

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. This is the first step in the process to vacate the platted alley right of way, stated Mr. Schmiesing.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-134-15.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-134-15 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-134-15 adopted.

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

City Manager Huff stated this is an accessory resolution to Resolution No. R-128-15 and should be tabled at this time.

Public Comment

No one came forward to speak for or against Resolution No. R-135-15.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to table Resolution No. R-135-15 at this time. Roll call, Aye: Martin, Fess, Terry, Wilson, and Vogt. Resolution No, R-135 was tabled.

RES. NO. R-136-15

A Resolution of authorization to submit applications for Federal Map-21 Funds through the Miami Valley Regional Planning Commission

Amy Havenar, City Manager provided the Staff Report.

The Miami Valley Regional Planning Commission is in the process of soliciting for new transportation projects using MVRPC regionally controlled federal funds. The project identified for submission is the resurfacing of Covington Avenue (US Route 36) from Sunset Drive to College Street. (STP Resurfacing Program). The STP Resurfacing Program is a program that sets aside a certain amount of STP Funds to fund Federally eligible simple resurfacing projects.

The City has committed the necessary resources to support the local cost portion of the project with the local match being \$170,689, of the total cost of \$682,757. The project will consist of milling and overlaying of the roadway, from west of Sunset Drive to College Street, with ne asphalt surface, installation of ADA compliant handicap ramps where applicable, adjustment of manholes, pavement repair, and placement of all new pavement marking within the project limits, said Ms. Havenar.

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, stated Ms. Havenar.

City Manager Huff provided additional information regarding the resurfacing project.

Commissioner Vogt stated this is the 13th year since the street has been rebuilt and it is deteriorating.

Public Comment

No one came forward to speak for or against Resolution No. R-135-15 at this time.

Moved by Commissioner Martin, seconded by Commission Vogt, that Resolution No. R-136 be adopted. Roll call, Aye: Fess, Terry, Wilson, Vogt, and Martin. Nay: None, Motion carried unanimously. Mayor Fess then declared Resolution No. R-136 adopted.

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

Amy Havenar, City Engineer, provided the Staff Report.

This resolution would allow 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, and will replace 2 250,000 gallon deteriorated water storage tanks. The project will also include the demolition of the two existing tanks as well as the installation of a new water main to tie the proposed tank in to the existing water system. The project is currently under design and is scheduled to start construction in the summer of 2016, stated Ms. Havenar.

Commissioner Vogt inquired as to the location of the two water towers that were to be taken down.

Don Friesther, Water Plant Superintendent stated the water tower on Spring Street, and the Water Tower on South Main by the Power Plant. Mr. Friesther also provided additional information regarding the new tower.

Public Comment

No one came forward to speak for or against Resolution No. R-137-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-137-15 be adopted. Roll call, Aye: Wilson, Martin, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Res. No. R-137-15 adopted.

RES. NO. R-138 -15

A Resolution awarding a contract to Grissom Construction, LLC for the Garnsey Street Sidewalk Replacement Project

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

Last year the City Commission authorized the City Manager for approval of an application for Community Development Block Grant funding to be used for sidewalk and curb replacements on Garnsey Street. The initial application called for the 300 and 400 blocks of Garnsey Street. Upon further review of the sidewalk condition it was determined that only a portion of the sidewalks needed replaced. Grissom Construction LLC was awarded the contract in July of 2015 for \$39,958.45 for the work in the 300 and 400 blocks of Garnsey Street. The grant amount was \$60,000, so there are funds available to extend the project into the 200 block of Garnsey Street. The project was bid out again for the additional work, and Grissom Construction LLC was the lowest and best bidder. This Resolution will allow the City to fulfill the terms of the grant agreement. We are asking for the additional \$3,500 to cover the additional work and allow for contingencies to complete the project. The amount on the Resolution should be \$63,500 not \$60,000, and will need to be amended at this time, stated Mr. Sommer.

Moved by Commissioner Terry, seconded by Commissioner Wilson to amend Resolution No. R-138-15, in Section 2, to read as \$63,500. Roll call , Aye: Terry, Wilson, Martin, Fess, and Vogt. Nay: None. Motion carried unanimously to amend Resolution R-138-15 as stated.

Public Comment

No one came forward to speak for or against Resolution No. R-138-15 at this time.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-138-15 be adopted, as amended. Roll call, Aye; Martin, Fess, Vogt, Terry, and Wilson. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-138-15 adopted, as amended.

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

Chris Schmiesing, City Planner, provided the Staff Report.

This contract will provide services necessary to complete the Downtown Riverfront Park and Placemaking Improvements Design Development. This task was identified as one of the three 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. RFP's were sent out and after interviews with three different companies, Gamble Associates was chosen as the best choice for the project.

Commissioners asked several questions regarding the Riverfront Park area and Lock 9 Park. Mr. Schmiesing answered all the questions.

Public Comment

No one came forward to speak for or against Resolution No. R-139-15 at this time.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No R-139-15 be adopted. Roll call, Aye: Wilson, Martin, Fess, Vogt, and Terry. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No.R-139-15 adopted.

RES. NO. R-140-15 Amended 10-1-2015)

A Resolution authorizing the purchase of 110 E. Ash Street, Parcel No. N44-000895

Stacy Wall, Law Director, provided information regarding the need and reason for the amendment to the Resolution at this time.

Justin Sommer, Economic Development Director provided the Staff Report.

The property is a key parcel in regards to the redevelopment envisioned for the former Miami & Erie Canal corridor. This property sits on canal land and will be used for public purpose to support the surrounding development. Negotiations with the property have produced terms and conditions acceptable to both parties and resulted in a purchase agreement that expire in October of 2015. The City Manager is authorized to purchase Parcel No. N44-000895 for an amount not to exceed \$55,000, stated Mr. Sommer.

Commissioners asked several questions regarding the additional fees, and if the property is part of the Conservancy property. Ms. Wall and Mr. Sommer provided answers to the questions.

Public Comment

No one came forward to speak for or against Resolution No. R-140-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Amended Resolution No. R-140-15 be adopted. Roll call, Aye: Terry, Wilson, Martin, Fess, and Vogt. Nay, None. Motion carried unanimously. Mayor Fess then declared Amended Resolution No.R-140-15 adopted.

RES. NO. R-141-15

An Emergency Resolution to amend the agreement with J & J Schlaegel, Inc. for the off-site pipeline project

Don Friesthler, Water Plant Superintendent, provided the Staff Report.

The off-site pipeline portion of the new Water Treatment Plan Project will allow for the construction of a new raw water lines, finished water lines, and a new sludge line along SR 66. This project is needed to tie pipeline for the new Water Treatment Plant into our existing system, stated Mr. Friesthler.

After the start of the project, discoveries were made that require changes to the construction plans. These changed require additional material and labor to complete the work as needed. This resolution is an emergency resolution due to material lead time and construction time lines. The Agreement with

J&J Schlaegel, Inc. for the Off-Site Pipeline Project needs to be amended in the amount of \$54,719.43, stated Mr. Friesthler.

Commissioner Terry asked if there would be other extra items that may come up in the future. Mr. Friesthler explained.

City Manager Huff there may be some other change orders but we have also had some credits and this usually balances out.

Public Comment

No one came forward to speak for or against Resolution No. R-141-15 at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-141-15 be adopted. Roll call, Aye: Vogt, Terry, Wilson, Martin, and Fess. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-141-15 adopted.

PUBLIC COMMENT

Mayor Fess stated the public comment section of the meeting is not to ask specific questions, but to make comments and concerns.

Russ Fashner, Forest Avenue, came forward stating there is a lot action going on out along State Route 66 with the new Water Plant construction.

Mr. Fashner also provided a brief overview of the Piqua BikeFest that took place September 19 7 20th in downtown Piqua. Mr. Fashner thanked the various city departments and department heads, along with all of sponsors and the countless volunteers who helped make the Piqua BikeFest a success this year.

Mayor Fess stated it was an amazing event and thanked Mr. Fashner for all of his hard work and time he put into the BikeFest, further stating she could not believe the number food vendors and people who attended the event.

Jim Hemmert, Boone Street, came forward and provide a brief overview of the Bike to Work Week activities, and the Cyclovia that was held on Saturday, September 26, 2015 downtown Piqua.

Mr. Hemmert also commended the City on the recent repairs that were made to Caldwell and Greene Street recently.

Mr. Hemmert stated he would like to see a connector from the proper part of Piqua out to the Educational Complexes that would include the pedestrian bikeway across the river. When the City Commission is holding the Work Session on the bikeway to consider the safety of the pedestrians and bicyclist who travel that way.

Mayor Fess thanked Mr. Hemmert for all he does for the community, and all the volunteers who help, this could not be done without them.

Nick Alexander, S. Roosevelt came forward stating Piqua is on the National Bike Route, and is the last leg of the route. This will bring a lot of visitors coming thru Piqua to eat, drink, and spend money in the stores. Mr. Alexander also voiced his concern about the items that were tabled.

Mayor Fess stated she wanted to wish City Manager Huff a very Happy Birthday, and was glad he chose to spend this time with them.

City Manager's Report

City Manager Huff stated he wanted to congratulate the Piqua Power Plant on their National Awards.

City Manager Huff announced the Zollinger Building located on S. Wayne Street, has been approved by the Ohio Historic Site Advisory Board for inclusion in the National Register of Historic Places, and makes it historic tax credits for development. City Manager Huff thanked Mr. Sommer and the development staff for putting this together.

The City will receive a reimbursement in the amount of \$15,466.24 as a result of the Road Salt settlement by the Ohio Attorney General. This money will go back into the Street Fund for various other uses.

City Manager Huff congratulated several local businesses on their anniversaries and achievements. They include Polysource on their 25th Anniversary, Hartzell Industries on their 140th Anniversary, and French Oil being recognized by the State Treasurer as an outstanding Ohio Manufacture.

Don Friesther provided a brief overview of the reason for the lowering of Hydraulic System, which should take about 3 weeks to complete the process of installing new gates.

Commissioners Comments

Commissioner Wilson provided a little bit of his view of the background on the tabled items, and stated he would like to get public input.

Commissioner Terry congratulated the Residence Pride Award winners, and Mike Fischbach.

Commissioner Terry announced Meet the Candidate Night will be held at on Wednesday, October 21, at 7:30 at the Piqua YWCA. This is a good chance to meet the candidates, and learn about the issues.

City Manager Huff announced Bridge Builders will be holding a community discussion on race, protection, and community development on October 15, at 6:00 P.M. at the Piqua Plaza.

Mayor Fess congratulated Chris Schmiesing on his son being named Homecoming King at Piqua High School.

City Manager Huff also stated Mallory Havenar, City Engineer Amy Havenar's daughter, who is a fourth grade, was in the audience. She stated she likes to attend the Commission meetings to see how government works. Mallory was named Treasurer at her school recently.

Mayor Fess stated the Piqua BikeFest was an amazing event and thanked everyone who helped.

Mayor Fess also attended the Hartzell 140th Anniversary event, and stated she appreciates the efforts of Hartzell in the community. Mayor Fess also congratulated the Hartzell family on the induction of Robert Hartzell into the Aviation Hall of Fame. This is a great honor for the Hartzell family and the community, stated Mayor Fess.

Mayor Fess also congratulated Mike Fischbach on his retirement.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:45 P.M. Voice vote, Aye: Vogt, Fess, Martin, Wilson, and Terry. Nay: None.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO 11-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR LUCINDA L. FESS

ATTEST:

REBECCA J. COOL, CLERK

1st Reading – 9/15/2015

2nd Reading - 10/6/2015

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

Motion Defeated to Bring Back to Table on 10/6/2015

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>2.</p>	<p>Approve the resolution to enter into an agreement with Korda/Nemeth Engineering, Inc. for the engineering design.</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

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 **WIA-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 ADDENDUMS, the one of more recent date shall govern.

CONFIDENTIALITY - The technical pricing information contained in any proposal submitted by the ENGINEER in this project, or in the AGREEMENT or any ADDENDUM 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, etc., 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 these 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-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.

Tabled 10-06-2015

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-142-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER
INTO A CONTRACT WITH BURCH HYDRO, INC. FOR
WASTEWATER PLANT BIOSOLIDS CONTRACT EXTENSION
FOR THREE (3) YEARS

WHEREAS, the City of Piqua Wastewater Plant currently disposes of its biosolids by land application at approved farm ground in the area; and

WHEREAS, the current contract state in #10., That the owner may at their option and with approval of bidder, extend the period of this agreement to be performed at the Wastewater Treatment Plant; and

WHEREAS, Burch Hydro, Inc. has the current contract agreement for said 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 contract for said services is hereby authorized and approved for the pricing included in the extension letter presented;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from month to month on the appropriate account of the City treasury in payment according to this Resolution;

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 20, 2015		
REPORT TITLE (Should match resolution/ordinance title)	Wastewater Plant Biosolids Contract Extension for 3 years.		
SUBMITTED BY	Name & Title: Dave Davis, Wastewater Plant Supt.		
	Department: Water Utilities		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In October of 2013 the City entered into a 3 year contract with Burch Hydro to manage the Biosolids Removal & Land Application for the Wastewater Plant. In that contract we have always maintained the option to extend that contract an additional 3 years if agreeable on pricing. This extension would carry us thru 2018, when we would need to bid it again for 2019 and beyond.</p> <p>With the upcoming plant expansion on the horizon, a modified contract would more than likely be approaching at that time.</p> <p>Due to a change in the State of Ohio Biosolids Rules 503, applications rate's are to be followed for the application of Phosphorus. This basically due to the algae conditions at Lake St. Mary's and Lake Erie. The generators(cities) additional work to stay under the application limits to the farm fields falls under the current contract with Burch Hydro and this could have caused a significant increase in handling cost. This increase is lower than the last 3 year extension overall.</p> <p>Burch Hydro has been our applicator for 9 years now and when we bid in 2013 Burch Hydro was the only bid received.</p> <p>2016 = 8.5% increase from 2015 2017 = 3.3% increase from 2016 2018 = 3.25% increase from 2017</p> <p>These figures are reflected in the 2016 budget.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$159,885 in 2016	
	Expenditure \$:		
	Source of Funds:	Wastewater General Fund	
	Narrative:	Annual Operational Expense for Treatment.	

OPTIONS (Include Deny /Approval Option)	1.	Approve and continue status quo till plant modification show us the next contract options
	2.	Deny and go back out for a 3 year bid process which could result in higher hauling cost.
	3.	Deny and start hauling to landfill at a much higher price.
	4.	
PROJECT TIMELINE	This Contract Extension would be in affect starting January 1, 2016 thru December 31, 2018.	
STAFF RECOMMENDATION	Approve and continue contract with new pricing for 2016, 2017 & 2018.	
ATTACHMENTS	Current contract Pricing, Extension Pricing letter from Burch Hydro, Current contract language.	

in or omissions from the RFB Documents, he may submit to the Owner a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving the RFB Documents. The Owner will not be responsible for any other explanations or interpretations of the documents. Receipt of Addenda shall be noted on the bid form.

7. WITHDRAWAL OF BID

Any Bidder asking to withdraw his bid can do so only by written request, at any time prior to the scheduled closing time for receipt of bids. If not withdrawn, the bid shall remain valid for a period of 90 days after submittal.

8. AWARD OR REJECTION OF BIDS

The contract will be awarded to the best responsive and responsible bidder complying with these instructions and with the Notice of Request for Bids. The Owner, however, reserves the right to accept or reject any or all bids if it may deem it best for the public good, and to waive any informality in the bids received.

9. DURATION OF CONTRACT

The successful bidder shall enter into a written contract binding all the terms, conditions, and provisions of the Specifications defined herein and associated Contract Documents. The contract period will be three (3) years.

10. OPTION TO EXTEND

The Owner may at their option and with approval of the Bidder, extend the period of this agreement for one to three additional one-year periods. Bidder shall be notified in writing of the Owner's intention to extend the contract period at least six months prior

to the expiration of the original contract period.

11. EXTENSION AGREEMENT

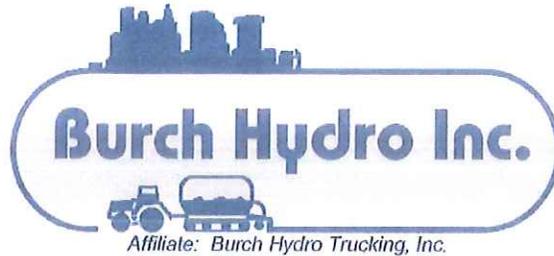
The Owner shall submit a letter of intent to extend by August 1st of the year prior to the extension year. The Bidder will then respond with a cost for the services by September 1st of that year. The Owner reserves the right to ask for multi year extensions up to 3 years. The Owner retains the right to reject any and all quotes to extend this contract.

12. PAYMENTS

Payment shall be made for the amount of biosolids removed at the end of each monthly period in which biosolids were removed. Payment will be determined by multiplying the unit contract price by the actual quantity of biosolids removed. Quantities will be determined by the weighing of trucks to determine Wet tons hauled from the site or a method that would be agreeable by both parties. Payment will be made upon receipt of a correct invoice.

13. PRE-BID INSPECTION OF FACILITIES

A Bidder may visit the Wastewater Facility prior to Bid opening in order to inspect the facilities that bidder would be using.



Affiliate: Burch Hydro Trucking, Inc.

17860 ANKNEYTOWN ROAD
P O BOX 230
FREDERICKTOWN, OH 43019

740-694-9146 (PHONE)
740-694-4188 (FAX)
www.burchhydro.com

July 2, 2015

Mr. Dave Davis
City of Piqua
121 Bridge Street
Piqua, OH 45356

Re: Renewal of Biosolids Contract
City of Piqua Wastewater Treatment Plant

Dear Dave:

In response to your letter, we at Burch Hydro appreciate the opportunity to renew our biosolids contract with the City for the next few years. We have analyzed our costs to perform the work for this contract since it commenced in 2013. Based upon this analysis and on expected pricing trends for fuel, polymer, wages, and insurance for the next three years, we would like to propose the following prices for the extension period:

2016	\$532.95 per dry ton
2017	\$550.25 per dry ton
2018	\$568.15 per dry ton

Please let us know if you are in agreement with these proposed unit prices. It has been a pleasure working with the City and with the staff at the plant for the past several years and we hope to be able to continue doing so. Thank you and please do not hesitate to call if you have any questions regarding this letter.

Sincerely,

BURCH HYDRO, INC.

Shelly D. Wenger
Engineer

SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____ 20____

Notary Public

A Corporation

Burch Hydro Inc.
(Corporation Name)

Ohio
(State of Incorporation)

By:  Name: Michael R. Burch
(Signature of Officer Authorized to Sign - attach evidence of authority to sign) (Typed or Printed)

Business Address: 17860 Ankneytown Road, Fredericktown, OH 43019

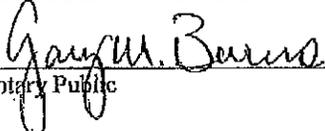
Phone No.: (740) 694-9146 Fax No.: (740) 694-4188

Federal I.D. Number: 31-0978934

President
Title

October 4, 2012
Date

SUBSCRIBED TO AND SWORN TO THIS 4th DAY OF October 2012


Notary Public

GARY M. BURNS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires June 8, 2013

PRICE BID

2013 - \$463.00 Price/per dry ton.

2014 - \$476.90 Price/per dry ton.

2015 - \$491.20 Price/per dry ton.