

REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, FEBRUARY 2, 2016  
7:30 PM PUBLIC COMMENT  
7:45 PM BUSINESS MEETING  
COMMISSION CHAMBER – 2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356

**PUBLIC COMMENT**

(This is an opportunity for citizens to address the City Commission regarding agenda items, 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).

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION: ECONOMIC DEVELOPMENT REPORT - MR. JUSTIN SOMMER**

**REGULAR CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**  
Approval of the minutes from the January 5, 2016 Regular Piqua City Commission Meeting and the minutes from the Piqua City Commission Worksession of January 14, 2016
2. **RES. NO. R-9-16**  
A Resolution reappointing a member to the Piqua Energy Board
3. **RES. NO. R-10-16**  
A Resolution reappointing a member to the Piqua Energy Board
4. **RES. NO. R-11-16**  
A Resolution reappointing a member to the Miami Valley Regional Planning Commission
5. **RES. NO. R-12-16**  
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission
6. **RES. NO. R-13-16**  
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission
7. **RES. NO. R-14-16**  
A Resolution reappointing a member to the Miami County Council

## NEW BUSINESS

8. ORD. NO. 1-16 (1<sup>st</sup> Reading)  
An Ordinance to vacate a portion of public right-of-way
9. RES. NO. R-15-16  
A Resolution authorizing an amendment to zoning map to change the zoning designation of 530 W. High Street to R-2 Two Family Residential
10. RES. NO. R-16-16  
A Resolution awarding a contract for the purchase of transformers for the Power System
11. RES. NO. R-17-16  
A Resolution requestion final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the N. Main Street Streetscape project
12. RES. NO. R-18-16  
A Resolution authorizing a purchase order to Valley Asphalt Corp. as the primary supplier, and Barrett Paving Materials, Inc. as the secondary supplier of hot mix for the 2016 Street and Alley Maintenance Program
13. RES. NO. R-19-16  
A Resolution authorizing a purchase order to Piqua Materials Inc. as the supplier of stone and cold patch for the 2016 Street and Alley Maintenance Program
14. RES. NO. R-20-16  
A Resolution requesting authorization to enter into an agreement with Kleingers Group for the Engineering and Design of the Shawnee Neighborhood Storm Water Diversion project

## CITY MANAGER'S REPORT

## COMMISSIONERS COMMENT

## ADJOURNMENT

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday, January 5, 2016 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 Hinds called the meeting to order. Also present were Commissioners Terry, Wilson, Vogt, and Martin.

**OATH OF OFFICE**

First Ward Commissioner – John Martin

**OATH OF OFFICE**

Second Ward Commissioner – William Vogt

**OATH OF OFFICE**

Fifth Ward Commissioner – Kathryn B. Hinds

**OATH OF OFFICE**

Mayor – Kathryn B. Hinds

Law Director Stacy Wall administered the Oath of Office for Commissioner to John Martin, William Vogt, and Kathryn B. Hinds.

Law Director Stacy Wall administered the Oath of Office for Mayor to Kathryn B. Hinds.

Motion was made to recess for the Joint Meeting with Washington Township Trustees and Piqua City Commission by Commissioner Martin, seconded by Commissioner Vogt. Roll call, Aye: Martin, Vogt, Terry, Wilson, and Hinds. Nay: None. Commission moved in to the Joint Meeting with the Washington Township Trustees.

Mayor Hinds asked for nominations for Vice Mayor.

Commissioner Terry nominated Commissioner Wilson as Vice Mayor, and this was seconded by Commissioner Martin. Voice vote, Aye: Martin, Terry, Hinds, and Vogt. Nay: None. Motion carried unanimously. Commissioner Wilson accepted the nomination for Vice Mayor at this time.

**OATH OF OFFICE**

Vice Mayor – Joe Wilson

Law Director Stacy Wall administered the Oath of Office for Vice Mayor to Commissioner Joe Wilson.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

**Approval of Minutes**

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

**RES. NO. R-3-16**

A Resolution accepting the resignation of a member of the Park Board

City Manager Huff stated Resolution R-3-16 accepts the resignation of Kathryn B. Hinds as a member of the Park Board.

**RES. NO. R-4-16**

A Resolution appointing a member to the Grow Piqua Now Board

City Manager Huff stated Resolution R- 4-16 appoints Kathryn B. Hinds to the unexpired term of Lucinda L. Fess to the Grow Piqua Now Board with a term to expire on December 31, 2017.

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

**NEW BUSINESS**

**RES. NO. R-5-16**

A Resolution authorizing the City Purchasing Analyst to advertise for bids to make certain purchases during the 2016 year

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

Ms. Holtzapple stated the City is required to advertise for bids for any capital or operational purchase the City makes that are over \$25,000 in a newspaper of local circulation. The Piqua Daily Call is used for this purpose. This is requested at the first Commission meeting each year, and this is the formal request to fulfill this commitment.

**Public Comment**

No one came forward to speak for or against Resolution No. R-5-15

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-5-16 be adopted. Roll call, Aye: Martin, Terry, Hinds, Wilson, and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-5-16 adopted

**RES. NO. R- 6-16**

A Resolution authorizing a purchase order to Miami Valley Risk Management Association for purchase of insurance

Law Director Stacy Wall provided the Staff Report.

The City of Piqua has been a member of MVRMA since 2002. The City's premium is based on the claim history calculated by a formula. The pool then shares the risks of the other members. The City has realized an economic benefit in its investment with many loss years being closed out. This year's premium has decreased from \$342,528 in 2015 and from \$362,959 in 2014 to \$312,389.

**Public Comment**

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

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-6-15 be adopted. Roll call, Aye, Terry, Hinds, Wilson, Martin, and Vogt. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-6-15 adopted.

**RES. NO. R-7-16**

A Resolution requesting authorization for the purchase of a new one ton truck with dump bed and snowplow for the Water Department

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

Mr. Freisthler stated over the past couple of years the Water Department has had to borrow a similar vehicle from other department to be able to complete jobs. The new truck will be utilized for various uses; plowing snow, towing the weed harvester, hauling debris from the hydraulic canal and levees, hauling gravel, and other uses. Having this vehicle will save time in borrowing a truck from another department. This will allow more flexibility for it use, and can also be utilized in snow emergencies in clearing city streets, stated Mr. Freisthler.

City Manager Huff stated the Water Department is using the Weed Harvester on almost a daily basis, and this will be very beneficial in moving it around to the various locations.

**Public Comment**

No one came forward to speak for or against Resolution No. R-7-16.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-7-16 be adopted. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Hinds. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-7-16 adopted.

**RES. NO. R-8-16**

A Resolution requesting authorization to enter into an agreement with Fishbeck, Thompson, Carr & Huber, Inc. Engineers, to perform an Engineering Study for the Wastewater Pump Stations Rehabilitation Program-Evaluation and Preliminary Design-Phase 2

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

This will continue the project that was started in 2015 by finishing the evaluation and performing preliminary design of all of our sewage pump station and develop a plan that will diagram needs and improvement at those stations to ensure reliable operation for the next 30-50 years. The next phase will be Detailed Design and Construction 2017 & 2018, stated Mr. Davis.

Commissioners asked various questions in regards to the pump stations, when they were built, their functions, and the repairs required to keep them working. Mr. Davis answered all questions.

**Public Comment**

No one came forward to speak for or against Resolution No. R-8-16.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-8-16 be adopted. Roll call, Aye: Vogt, Martin, Terry, Hinds, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds declared Resolution No. R-7-16 adopted.

**PUBLIC COMMENT**

Joe Francis, Parkway Drive, came forward and voiced his concern over the Kilowatt hour rates for homes in Piqua with electric heat, and the various suppliers available to citizens.

City Manager Huff provided additional information, further stating the city is looking into reducing the costs in the future.

**City Manager's Report**

City Manager Huff announced the City Commission will hold a Work Session on Thursday, January 14<sup>th</sup> at 7:30 P.M. in the Commission Chambers.

City Manager Huff stated the January 19<sup>th</sup> Regular City Commission Meeting may be cancelled if nothing comes up that needs the Commissions attention.

City Manager Huff announced at the next City Commission Meeting Assistant City Manager/Economic Development Director Justin Sommer will provide an Economic Development Update.

City Manager Huff congratulated the City of Piqua Public Works Department on receiving a Pass the Positive Award.

City Manager Huff announced there are several Board openings, 1 opening on the Park Board, 3 openings on the Storm Water Board, and 1 opening on the Tree Committee. If anyone is interested or would like more information on these boards they can contact the City Manager's Office.

**Commissioners Comments**

Commissioner Wilson stated he thought that Mayor Hinds was doing a great job for her first meeting.

Commissioner Terry congratulated Commissioner Martin, Commissioner Vogt, Mayor/Commissioner Hinds, and Vice Mayor Wilson on their appointments.

Commissioner Terry also thanked the resident at Broadway and Lindsey Street for their beautiful Christmas Light Display this year. The display attracted people from all over the area to drive or walk by and enjoy the displays.

Commissioner Terry announced Monday January 18<sup>th</sup> the Piqua YWCA will hold the Annual Martin Luther King Celebration at the YWCA from 1:00 – 2:00 P.M., and encouraged all to attend.

Commissioner Martin stated we are starting to the winter approaching, and encouraged citizens to stay warn, and be careful out on the streets in the snow.

Commissioner Vogt stated he is on the Energy Board and that Piqua is 21% lower than other communities on their electric.

Mayor Hinds stated it was a joy to be here at her first City Commission Meeting. Mayor Hinds further stated she was excited about what was happening in the community, and is looking forward to hearing City Manager Huff and Justin Sommer talk about what is going to be taking place in 2016 and beyond.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:00 P.M. Voice vote, Aye: Martin, Wilson, Terry, Vogt, and Hinds. Nay, None.

\_\_\_\_\_  
KATHRY B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**PIQUA CITY COMMISSION WORK SESSION MINUTES**  
**Thursday, January 14, 2016**  
**7:30 P.M.**

Piqua City Commission met at 7:30 A.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Wilson, Martin, and Vogt. Absent: Terry.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to excuse Commissioner Terry from the City Commission Work Session of January 14, 2016. Voice vote, Aye: Wilson, Hinds, Vogt, and Martin. Nay: None. Motion carried unanimously to excuse Commissioner Terry.

**Piqua City Commission Work Session**

**Commission Agenda Format**

Mayor Hinds stated there are a number of communities that have a word of prayer at the beginning of their Commission meetings. Mayor Hinds said she would like to invite a different pastor from the community for each meeting to offer a small word of prayer. Both Dayton City Commission and Tipp City Commission do this, and the Senate has a Chaplin, stated Mayor Hinds.

The Commissioners discussed the pros and cons on the issue of having prayer at the beginning of the City Commission Meetings. Law Director Stacy Wall provided legal assistance on the problems that may occur with the various dominations of churches, and others providing their opinion on having a prayer, and the fact you cannot discriminate on allowing someone to offer prayer.

Law Director Wall stated it does not require a vote to proceed, but you would need to have the majority of the Commissioners in favor to move forward.

After discussion, the majority of the Commissioners present were not in favor of offering a prayer at the beginning of the City Commission Meetings. Mayor Hinds thanked the Commissioners for considering the offering of a prayer at the beginning of the Commission meeting.

There also was discussion of Public Comment at the Commission Meetings.

City Manager Huff stated there have been comments made about possibly having the Public Comment portion before the televised broadcast of the Commission Meeting. Roberts Rules of Order does not require Public Comment to be heard after each item, stated City Manager Huff.

Law Director Wall provided additional information regarding possibly moving Public Comment before the televised Commission Meeting.

Commissioners discussed various scenarios and ideas on where to have the Public Comment portion of the meeting, and if it would be possible to start the Public Comment portion at 7:30 P.M., have Public Comment until 7:45 P.M, then proceed with the Regular televised City Commission Meeting.

Law Director Wall stated that Public Comment is not part of a Business Meeting, and provided additional information on how to handle the Public Comment portion of the meeting.

Brad Boehringer, Mound Street, came forward stating the Troy City Commission has two public comment sessions, one at the beginning of the meeting and one at the end of their meeting.

After discussion all Commissioners present were in favor of moving the non-televised Public Comment session before the City Commission Meeting at 7:30 P.M. – 7:45 P.M., and begin the televised Regular City Commission Meeting at 7:45 P.M. at this time.

**Potential Charter Revisions**

City Manager Huff stated several things have come up since the election that the Commission wanted to discuss, and if any changes are to be made to the Charter they would have to be submitted by August 1 to be on the November ballot.

The election process for Mayor and the filing process for candidates were discussed.

Law Director Wall provided information on the filing of petitions for candidates to the Board of Elections and provided information on the Piqua City Charter requirements.

Commissioners discussed various ideas on the Commissioners appointing a Mayor, or having the Mayor elected by the voters. The Clerk of Commission was asked if she knew when the Mayor seat was put on the ballot for election by the voters. Becky Cool, Clerk of Commission stated she has been Clerk since 1989 and the Mayor has always been elected since she has been Clerk. Ms. Cool stated she would do some research to find out when the Mayor seat was first put on the ballot for election, instead of being appointed by the Commissioners.

Commissioners discussed whether or not the Mayor seat should be held by Commissioner for at least two years before holding the office of Mayor. Commissioners also discussed whether or not there should be term limits to holding a Commission or Mayor seat. City Manager Huff stated he would have Ms. Wall look at the options.

The November 2015 election seemed to be a little confusing when voting for Commissioner and Mayor. Also where to vote since some of the school locations have been demolished, stated Commissioner Vogt. It was noted that Attorney Mike Gutmann has offered to provide a workshop for new candidates that are interested in running for public office. Ms. Wall stated it is not the City of Piqua's job to provide information on filing for public office, and further explained, this information should be provided by the Board of Elections. Ms. Wall stated she thought that Mr. Gutmann's offer to provide a workshop was a good option to provide the information need.

**2012-2016 Strategic Plan Update**

City Manager Huff stated that he would like the Commissioners to think about having a Workshop Retreat maybe in September to put together and provide information for a new 5-year Strategic Plan.

Commissioner's also inquired about the cable television rates, and the possibility of an alternate cable company coming into the area. Also brought up were the negotiations of the gas turbine at the Power Plant with AMP Ohio.

City Manager Huff stated they were still looking into both the cable companies and the gas turbine at the Power Plant at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Piqua City Commission Work Session at 8:15 P.M. Voice vote, Aye: Wilson, Martin, Vogt, and Hinds. Nay, None. Motion carried unanimously.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-9-16**

**A RESOLUTION REAPPOINTING A MEMBER  
TO THE PIQUA ENERGY BOARD**

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: William Vogt is hereby reappointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2017 or until his successor is confirmed and qualified;

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-10-16**

**A RESOLUTION REAPPOINTING A MEMBER  
TO THE PIQUA ENERGY BOARD**

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: John Martin is hereby reappointed as a member of the Piqua Energy Board for a term of two (2) years to expire on December 31, 2017 or until his successor is confirmed and qualified;

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-11-16**

**A RESOLUTION REAPPOINTING A MEMBER TO THE  
MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: William Vogt is hereby reappointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2017 or until his successor is confirmed and qualified.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION R-12-16**

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO  
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: Justin Sommer is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2017 or until his successor is confirmed and qualified.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-13-16**

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO  
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: Christopher Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2017 or until his successor is confirmed and qualified.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-14-16**

**A RESOLUTION REAPPOINTING A MEMBER TO THE  
MIAMI COUNTY COUNCIL**

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: Commissioner John Martin is hereby appointed as a member of the Miami County Council for a term of two (2) years to expire on December 31, 2017, or until his successor is confirmed and qualified;

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**ORDINANCE NO. 1-16**

**AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-151-15 declaring its intent to vacate a portion of public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto; and,

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met in open session and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

NOW, THEREFORE, BE IT ORDAINED 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 takes the action necessary to authorize and approve the vacation of a portion public right of way known as an alley located west of Ford Drive and south of Young Street, as shown in Exhibit "A" attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

**SEC. 3:** This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

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

KATHRYN B. HINDS, MAYOR

**PASSED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**REBECCA J. COOL**  
**CLERK OF COMMISSION**

RESOLUTION NO. R-151-15

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

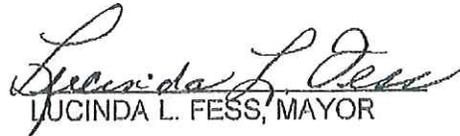
WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate platted right-of-way located prior to such action being considered; and,

WHEREAS, a petition requesting the vacation of a portion of platted public right of way known as an alley located west of Ford Drive and south of Young 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 west of Ford Drive and south of Young 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: November 17, 2015

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

RESOLUTION No. PC 6-16

WHEREAS, William E Didier, Virginia Joetta Didier, owners of the adjacent parcel located in the City of Piqua, has submitted a request to vacate a portion of platted public right of way, known as the alley located between Ford Drive and Linden Avenue, as shown in the attached information, and,

WHEREAS, the City of Piqua City Commission has declared their intent to consider the vacation of the subject right of way and referred the item to the Planning Commission for study and a recommendation; and,

WHEREAS, section 98 of the Piqua Charter provides the procedure for considering a right of way vacation request; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the portion of public right of way proposed for vacation:

- Is unimproved and does not provide essential access to surrounding properties
- Is unoccupied by public utilities or other uses commonly located within public right of way
- Is not identified on any transportation plan indicating the right of way is or will be necessary
- Is not essential to any existing or future development or use of the surrounding properties

NOW THEREFORE BE IT RESOLVED, board member Mr. Spoltman hereby moves to approve the request, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Mr. Koenig, and the voting record on this motion is hereby recorded as follows.

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

# LOVETT & LOVETT

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Tipp City, Ohio 45371

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Email: [glovett@lovettlawoffice.com](mailto:glovett@lovettlawoffice.com)

## Dayton Office

10 West Monument Avenue, Suite 101  
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## Springfield Office

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Springfield, Ohio 45504

GEORGE H. LOVETT\*  
WILLIAM H. HOUSE  
Also Licensed in Illinois

\*Board Certified Specialist in Estate  
Planning, Trust, and Probate Law by  
the Ohio State Bar Association

October 22, 2015

Chris Schmiesing  
City of Piqua  
City Planner/Development Department  
201 West Water Street  
Piqua, Ohio 45356

Re: Application by Bill and Virginia Didier to vacate alley  
between Linden Avenue and Ford Drive

Dear Mr. Schmiesing:

Our office represents William and Virginia Didier in the above matter. Please find enclosed the application for vacation of public right of way, the \$100 filing fee, and maps from the Miami County Engineer of the area in question.

We have notified the property owners who own land on the north side of the portion of the alley we seek to vacate (see the enclosed letter). We have asked them to sign the application and return it to us. If we receive any such signatures, then we will forward them to you immediately. In the meantime, we wish to submit the enclosed application and proceed forthwith.

I would appreciate your communicating with us on all notices and mailings via our above Tipp City office. Please do not hesitate to contact me if you have questions or concerns. I look forward to working with you on this matter.

Sincerely,

George H. Lovett

GHL/lis  
Enclosures  
cc: Bill and Virginia Didier (w/o enclosures)

RECEIVED

OCT 30 2015

CITY OF PIQUA  
DEVELOPMENT OFFICE

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- William E. Didier, Virginia Joetta Didier
- Applicant's Name c/o George H. Lovett, Esq. Phone # (937)667-8805  
Applicant's Address 208 Ford Drive, Piqua, Ohio 45356
  - Owner's Name William E. Didier & Virginia Joetta Didier Phone # (937) 667-8805
  - Type of legal interest held by applicant fee simple
  - Location of Public Right-Of-Way Vacation request Alley that runs between Ford and Linden Avenues that abuts the property owned by the Didiers at 208 Ford Drive. The portion of the alley for which vacation is sought is the far eastern edge of 921 Young Street, which is Parcel N44-014430 East along the alley to its point of termination on Ford Drive.
  - Describe the reason for the requested Vacation of Public Right-Of-Way  
The Didiers have owned the property abutting the unused portion of the alley since before 1988. They have mowed and taken care of it the whole time. Large trees are in it and an electrical box near Ford Drive. Last year some folks were going across the alley and into the Didiers' yard, sometimes while they were loud and rowdy. The Didiers would like to have ownership of their half of the unused alley so they can control these incursions onto their property.
  - Property owners adjacent to Right-Of-Way to be vacated.

NAME	ADDRESS	SIGNATURE
Sharon J. Hohenstein	919 Young Street, Piqua, Ohio 45356	
Katherine M. Lewis	917 Young Street, Piqua, Ohio 45356	
Robert Solomon	911 Young Street, Piqua, Ohio 45356	
Rebecca S. Solomon	911 Young Street, Piqua, Ohio 45356	
William E. Didier	208 Ford Drive, Piqua, Ohio 45356	
Virginia Joetta Didier	208 Ford Drive, Piqua, Ohio 45356	

Signature of Applicant  Date 10/28/15 S.H

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

\$100.00 Fee Paid 100.00 Date Fee Paid 11-4-15  
 Receipt No. 215923 Res. No. \_\_\_\_\_

# ALLEY VACATION MAP



Proposed Alley Vacation Area

**RESOLUTION NO. R-15-16**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 530 W. HIGH STREET TO R-2 TWO FAMILY RESIDENTIAL**

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of 530 W. High Street to R-2 Two-Family Residential; and

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

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

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

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

SEC. 1: The zoning designation of R-2 Two-Family Residential for 530 W. High Street, is hereby approved.

SEC. 2: The zoning map attached to Ordinance No. 42-96 as subsequently amended is hereby revised and amended to assign a zoning designation of R-2 Two-Family Residential for 530 W. High Street, and the City Planner is hereby authorized to make said change on the original zoning map.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	January 25, 2016		
<b>REPORT TITLE</b> (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF 530 W. HIGH STREET TO R-2 (TWO-FAMILY RESIDENTIAL)		
<b>SUBMITTED BY</b>	Chris Schmiesing, City Planner		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Planning Commission
<b>BACKGROUND</b> (Description, background, justification)	<p>This item was presented to the Planning Commission in response to a petition requesting a change to the zoning designation at the subject property locations. Currently the subject properties are zoned B General Business and the applicants have requested a residential zoning designation.</p> <p>The Planning Commission held a public hearing concerning this item on January 13, 2016. At the hearing the Planning Commission heard from the property owner and prospective purchaser in support of this request. No one was present to speak against this item. With reference to the City of Piqua Comprehensive Plan and the Development and Conservation Map and citing the characteristics of the surrounding land uses, the Planning Commission recommended approval of an R-2 Two-Family Residential zoning designation for this location.</p>		
<b>BUDGET/FINANCIAL IMPACT</b> (Project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	N/A	
	Narrative:		
<b>OPTIONS</b> (Include deny /approval option)	1.	Adopt the resolution and approve the proposed change the zoning designation of the subject property.	

	2.	Defeat the resolution and deny the proposed to change the zoning designation of the subject lot.
<b>PROJECT TIMELINE</b>	January 13, 2016 – Planning Commission February 2, 2016 – City Commission	
<b>STAFF RECOMMENDATION</b>	Approve the proposed amendment.	
<b>ATTACHMENTS</b>	Resolution, Zoning Map (snapshot of subject neighborhood), Planning Commission Supporting Documents	

**RESOLUTION No. PC 05-16**  
**Amended 1-12-2016**

WHEREAS, Frank & Cathy Townsend, owners of the subject property located at 530 W. High, in the City of Piqua, Ohio, has submitted a request to change the zoning designation of parcel N44-011730 from B General Business to ~~R-1 One Family Residential~~ **R-2 Two-Family Residential** ; and

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established findings that indicate the proposed zoning designation:

- Will be compatible with the intended use of the real property.
- Will not threaten the general health, safety, and welfare of the surrounding properties, and the adjacent property values will not be negatively affected.
- Is compatible with the general economic development policies of the City.
- Conforms to all other applicable codes and regulations of the city.

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

---

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

CITY OF PIQUA, OHIO

Application for Zoning Change

- 1. Applicant's Name Perry Townsend Phone 937-638-4189  
Applicant's Address 654 S. Wayne St.
- 2. Owner's Name FRANK <sup>CATHY</sup> TOWNSEND Phone 937-541-1506  
Owner's Address 530 W. HIGH ST.
- 3. Type of legal interest held by applicant OWNER
- 4. Location of Rezoning request
  - A. Legal description (Inlot No. or attach legal description) N44-011730
  - B. Address 530 W. High st
- 5. Existing zoning B - General
- 6. Existing usage residential
- 7. Proposed zoning R1 single family
- 8. Proposed usage residential
- 9. Is this "Request for Zoning" contingent upon annexation? Y  N
- 10. Describe the reason for the requested rezoning: zoned business + we would like it to be residential
- 11. Has a Rezoning Request for this location been made before? Y  N   
If yes, give date of previous application \_\_\_\_\_
- 12. No. of site plans submitted (~~4~~ required UNLESS waived) \_\_\_\_\_

I hereby certify that the proposed request is authorized by the "Owner of Record" and agree to conform to all applicable laws of the City of Piqua, Ohio.

Signature of Applicant Perry Townsend Date 12/10/2015

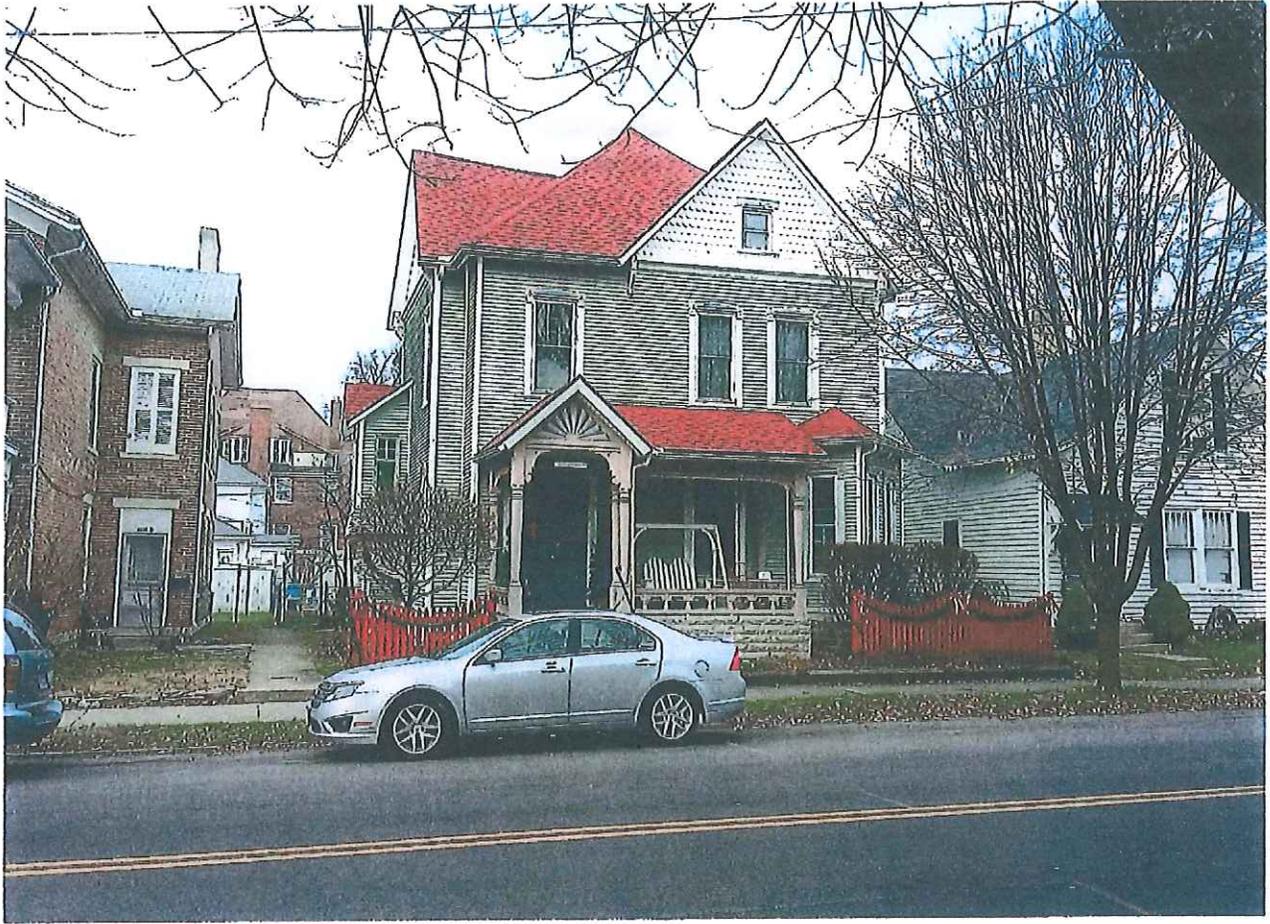
Signature of Owner Frank Townsend Date 12/10/2015

Note: Both the owner and the applicant shall sign when application is made by someone other than the owner.

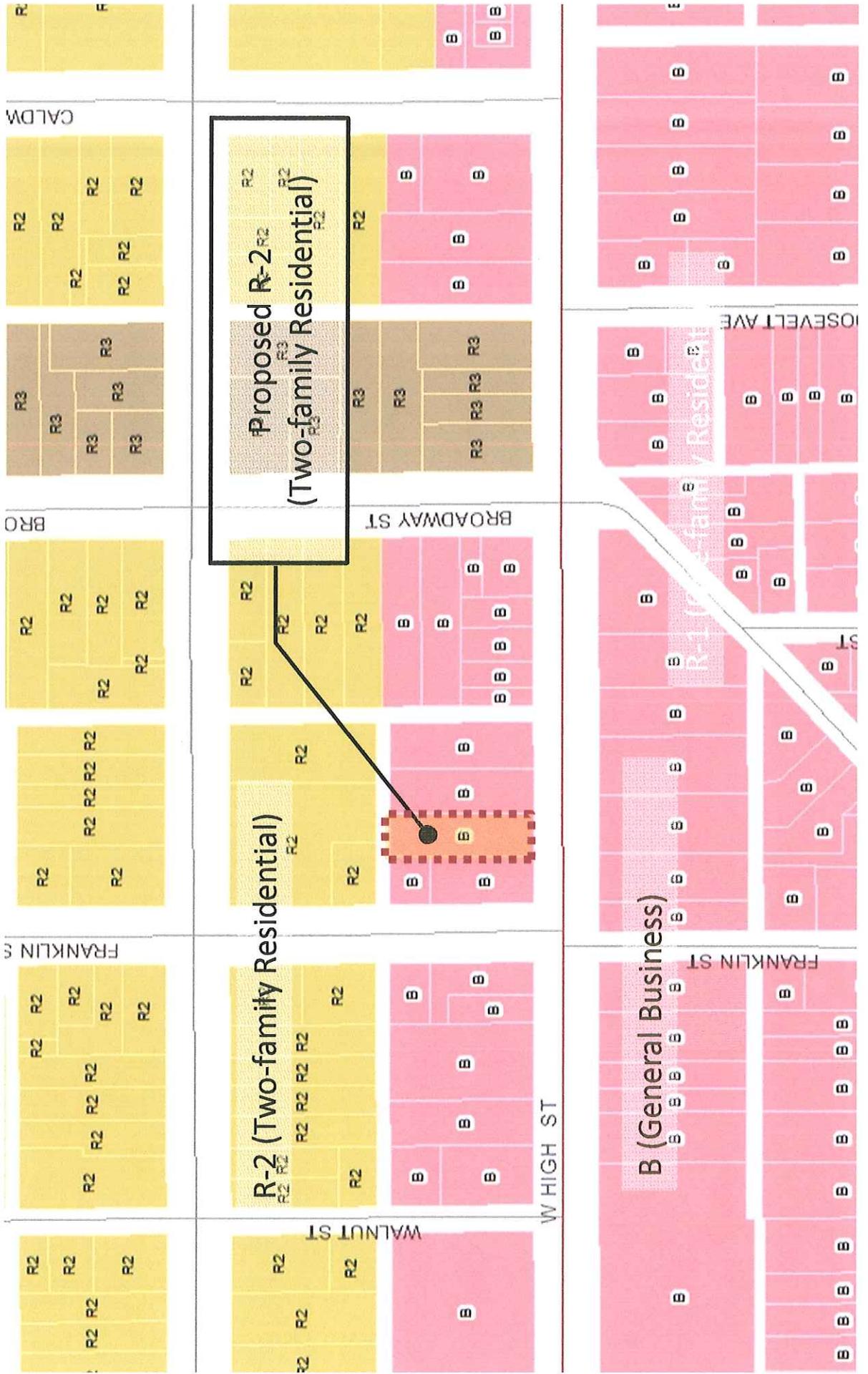
\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

Fee paid 100.00 Date fee paid 12-11-15

Receipt no. \_\_\_\_\_ P.C. Res. no. \_\_\_\_\_



# ZONING MAP EXTRACT



**RESOLUTION NO. R-16-16**

**A RESOLUTION AWARDING A CONTRACT  
FOR THE PURCHASE OF TRANSFORMERS  
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of transformers for the Power System; and

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

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

SEC. 1: A contract with Ermco for the purchase of twenty-two (22) transformers are hereby approved as the lowest, responsible bidders for said 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 according to contract terms, not exceeding a total of \$63,384.

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



## Commission Agenda Staff Report

<b>MEETING DATE</b>	February 2, 2016		
<b>REPORT TITLE</b>	A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF TRANSFORMERS FOR THE POWER SYSTEM.		
<b>SUBMITTED BY</b>	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
<b>BACKGROUND</b>	<p>Each year the Power System solicits bids to replenish transformer inventory. Bids were received from five vendors for transformers of various sizes, voltages, and quantities on January 13, 2016. As is our standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses.</p> <p>The lowest and best bid for the distribution transformers was received from Ermco and Power Line Supply (PLS). Ermco was the successful bidder for twenty-two (22) transformers totaling \$63,384. The Power System is requesting authorization to purchase twenty-two transformers from Ermco for a not to exceed price of \$63,384.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$150,000	
	Expenditure \$:	\$63,384	
	Source of Funds:	Power System (190-3368)	
	Narrative:	Included in the 2016 Power System budget is \$150,000 for distribution transformers. In addition to the Ermco purchase of \$63,384, a Purchase Order will be issued to PLS for two (2) Howard transformers totaling \$11,646. Resulting in a total of \$75,030.	

<b>OPTIONS</b>	1.	Approve Resolution No. R-16-16 awarding a contract to Ermco for the purchase of twenty-two (22) transformers for a not to exceed price of \$63,384.
	2.	Do not approve Resolution No. R-16-16 and provide staff with further direction.
<b>PROJECT TIMELINE</b>	Ermco's delivery will be made within 8-10 weeks after receipt of order.	
<b>STAFF RECOMMENDATION</b>	Approve Resolution No. R-16-16 awarding a contract to Ermco for the purchase of twenty-two (22) transformers for a not to exceed price of \$63,384.	
<b>ATTACHMENTS</b>	Exhibit A – Bid Summary	

# 2016 Transformer Summary

Item No.	Size KVA	Conventional or Pad-Mount	1 or 3 Phase	Secondary Voltage	Vendor	Purchase Price	Qty	Purchase Price	Total
1	25	Conventional	1	120/240	Ermco	\$ 748.00	10	\$ 7,480.00	\$ 7,480.00
2	37.5	Conventional	1	120/240	Ermco	\$ 897.00	10	\$ 8,970.00	\$ 8,970.00
3	150	Pad-Mount	3	277/480	PLS	\$ 5,823.00	2	\$ 5,823.00	\$ 11,646.00
4	2500	Pad-Mount	3	277/480	Ermco	\$23,467.00	2	\$23,467.00	\$46,934.00

ERMCO \$ 63,384.00  
 PLS \$ 11,646.00  
 Total \$75,030.00

*Piqua Power System  
Transformer Bid Results*

Date: 1/19/2016

Evaluated By: Nick Berger

Size: 25 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 \_\_\_\_\_  
7620/13200 X

120/240 X  
120/208 \_\_\_\_\_  
277/480 \_\_\_\_\_  
240/480 \_\_\_\_\_  
2400/4160 \_\_\_\_\_

*Transformer Type:*

Conventional X

Padmount \_\_\_\_\_

Single Phase X

Three Phase \_\_\_\_\_

Quantity: 10

	<b>Vendor</b>	<b>Manufacturer</b>	<b>Purchase Price</b>	<b>Evaluated Cost</b>
1	ERMCO	ERMCO	\$748.00	\$2,081.49
2	PLS	Howard	\$912.00	\$2,245.48
3	Wesco	Howard	\$922.00	\$2,255.48
4	Pepco	GE	\$783.00	\$2,443.60
5	Wesco	ABB	\$663.00	\$2,528.77

*Lowest and Best Bid:*

Vendor: **ERMCO**

Total Cost: **\$7,480.00**

*Piqua Power System  
Transformer Bid Results*

Date: 1/19/2016

Evaluated By: Nick Berger

Size: 37.5 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 \_\_\_\_\_  
7620/13200 X

120/240 X  
120/208 \_\_\_\_\_  
277/480 \_\_\_\_\_  
240/480 \_\_\_\_\_  
2400/4160 \_\_\_\_\_

*Transformer Type:*

Conventional X Padmount \_\_\_\_\_

Single Phase X Three Phase \_\_\_\_\_

Quantity: 10

<b>Vendor</b>	<b>Manufacturer</b>	<b>Purchase Price</b>	<b>Evaluated Cost</b>
ERMCO	ERMCO	\$897.00	\$2,762.35
Pepco	GE	\$966.00	\$2,877.17
Wesco	Howard	\$871.00	\$3,139.51
PLS	Howard	\$912.00	\$3,180.51
Wesco	ABB	\$847.00	\$3,309.32

*Lowest and Best Bid:*

Vendor: **ERMCO**

Total Cost: **\$8,970.00**

*Piqua Power System  
Transformer Bid Results*

Date: 1/19/2016

Evaluated By: Nick Berger

Size: 150 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 \_\_\_\_\_  
7620/13200 X

120/240 \_\_\_\_\_  
120/208 \_\_\_\_\_  
277/480 X  
240/480 \_\_\_\_\_  
2400/4160 \_\_\_\_\_

*Transformer Type:*

Conventional \_\_\_\_\_

Padmount X

Single Phase \_\_\_\_\_

Three Phase X

Quantity: 2

	<b>Vendor</b>	<b>Manufacturer</b>	<b>Purchase Price</b>	<b>Evaluated Cost</b>
1	PLS	Howard	\$5,823.00	\$13,754.37
2	Wesco	Howard	\$5,889.00	\$13,820.37
3	Wesco	ABB	\$5,583.00	\$13,913.31
4	ERMCO	ERMCO	\$4,849.00	\$14,249.85
5	Pepco	GE	\$6,176.00	\$14,801.43
6				

*Lowest and Best Bid:*

Vendor: **PLS**

Total Cost: **\$11,646.00**

*Piqua Power System  
Transformer Bid Results*

Date: 1/19/2016

Evaluated By: Nick Berger

Size: 2500 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 \_\_\_\_\_  
7620/13200 X

120/240 \_\_\_\_\_  
120/208 \_\_\_\_\_  
277/480 X  
240/480 \_\_\_\_\_  
2400/4160 \_\_\_\_\_

Transformer Type:

Conventional \_\_\_\_\_

Padmount X

Single Phase \_\_\_\_\_

Three Phase X

Quantity: 2

	<b>Vendor</b>	<b>Manufacturer</b>	<b>Purchase Price</b>	<b>Evaluated Cost</b>
1	<b>ERMCO</b>	<b>ERMCO</b>	<b>\$23,467.00</b>	<b>\$114,511.92</b>
2	<b>Pepco</b>	<b>GE</b>	<b>\$30,212.00</b>	<b>\$119,983.01</b>
3	<b>PLS</b>	<b>Howard</b>	<b>\$36,490.00</b>	<b>\$121,628.58</b>
4	<b>Wesco</b>	<b>Howard</b>	<b>\$36,905.00</b>	<b>\$122,043.58</b>
5	<b>Wesco</b>	<b>ABB</b>	<b>\$32,968.00</b>	<b>\$123,445.76</b>
6				

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$46,934.00**

**RESOLUTION NO. R-17-16**

**A RESOLUTION REQUESTING FINAL LEGISLATION  
TO ENTER INTO AN AGREEMENT WITH THE OHIO  
DEPARTMENT OF TRANSPORTATION (ODOT) FOR  
THE N. MAIN STREET STREETScape PROJECT**

WHEREAS, on 17<sup>th</sup> day of July, 2012, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to the North Main Street Corridor from Greene Street to North Street. The work includes the replacement of the sidewalk, curb and drive approaches, new street lighting, street signs, installation of benches, trash receptacles, trees, tree grates and decorative pavers, lying within the City of Piqua, and

WHEREAS, the LPA 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 entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

Also, if curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, the future maintenance of installed sidewalk curb ramps shall be the responsibility of the City.

The share of the cost of the LPA is now estimated in the amount of One Hundred Eighty Two Thousand Five Hundred Twelve and - - - - 00/100 Dollars, (\$182,512.00) less Ohio Public Works in the amount of One Hundred Thirty Six Thousand Eight Hundred Eighty Four and - - - - 00/100 Dollars, (\$136,884.00) leaving a balance due of Forty Five Thousand Six Hundred Twenty Eight and - - - - 00/100 Dollars, (\$45,628.00). For the purpose of this resolution, a 10% contingency has been added to the local share bringing the total to Fifty Thousand Two Hundred and - - - 00/100 Dollars (\$50,200.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

Sec. 1: That the estimated sum, of Fifty Thousand Two Hundred and - - - 00/100 Dollars (\$50,200.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds. Said appropriated amount shall cover the estimated cost and any contingency for the actual dollar amount of the Project, which will be based upon advertised bids received.

Sec. 2: That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Sec 3: That the LPA enter into a contract with the State, and that the City Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

Sec. 4: That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution. This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 17<sup>th</sup> day of July, 2012, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

SEC. 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	February 2, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A resolution requesting final legislation to enter into an agreement with the Ohio Department of Transportation (ODOT) for the N. Main Street Streetscape Project.		
<b>SUBMITTED BY</b>	Name & Title: Amy L. Havenar, P.E., City Engineer		
	Department: Engineering		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>On July 17, 2012, City Commission passed a resolution authorizing the City Manager to enter into a preliminary agreement with ODOT for the N. Main Street Streetscape Project. The City then engaged consultants to begin the detailed design and the right-of-way acquisition.</p> <p>The project limits are from Greene Street to North Street on Main Street. The project will include the installation of streetscape features similar to those currently in place on Main Street, including new concrete sidewalk, brick pavers, decorative light poles, street signage, trash receptacles, tree grates and benches.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$50,200	
	Expenditure \$:	\$50,200	
	Source of Funds:	<ul style="list-style-type: none"> <li>• Local (103 Fund)</li> <li>• Ohio Public Works Commission Grant</li> <li>• FHWA Grant (MVRPC)</li> </ul>	
	<b>Narrative</b>	<p>The City has received funding from the Federal Highway Administration through the Miami Valley Regional Planning Commission in the amount of \$85,888 for this project. We have also received \$136,884 from the Ohio Public Works Commission.</p> <p>While the bids are not in yet for this project, the estimated construction cost at this time is approximately \$268,400. Therefore, the estimated local portion of the project is approximately \$50,200, which includes a 10% contingency. If the actual bids come in higher, the local portion will increase. If the bids come in lower than the estimate, the local portion will decrease.</p>	

<p style="text-align: center;"><b>OPTIONS</b> (Include Deny /Approval Option)</p>	<p>1.</p>	<p>Approve the resolution to enter into an agreement with ODOT and complete the N. Main Street Streetscape Project.</p>
	<p>2.</p>	<p>Deny the resolution, return the grant money, and do not proceed with the project.</p>
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>	<p>The construction is scheduled to begin in the spring of 2016.</p>	
<p style="text-align: center;"><b>STAFF RECOMMENDATION</b></p>	<p>Approval of the Resolution to enter into an agreement with ODOT to allow for the N. Main Street Streetscape Project to proceed.</p>	
<p style="text-align: center;"><b>ATTACHMENTS</b></p>	<p>Contract (Exhibit A)</p>	

# EXHIBIT A

PID No. 90835  
ODOT Project No. \_\_\_\_\_ (2016)

## CONTRACT (Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Piqua, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

### WITNESSTH:

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

### SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

### SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

The project consists of improvements to the North Main Street Corridor from Greene Street to North Street. The work includes the replacement of the sidewalk, curb and drive approaches, new street lighting, street signs, installation of benches, trash receptacles, trees, tree grates and decorative pavers, lying within the City of Piqua.

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Eighty Two Thousand Five Hundred Twelve and - - - - 00/100 Dollars, (\$182,512.00) less Ohio Public Works in the amount of One Hundred Thirty Six Thousand Eight Hundred Eighty Four and 00/100 Dollars, (\$136,884.00) leaving a balance due of Forty Five Thousand Six Hundred Twenty Eight and - - - - 00/100 Dollars, (\$45,628.00).**
5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation. Also, if curb ramps are constructed by ODOT in compliance with the Americans with Disabilities Act, the future maintenance of installed sidewalk curb ramps shall be the responsibility of the City.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

City of Piqua  
201 West Water Street  
Piqua, Ohio  
45356

Ohio Department of Transportation  
Office of Estimating  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XI: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

PID No. 90835 -- Contract

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL  
(If Applicable)

OHIO DEPARTMENT OF  
TRANSPORTATION

LOCAL PUBLIC AGENCY  
City of Piqua

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved:  
Mike DeWine  
Attorney General of Ohio

By: \_\_\_\_\_  
Stephen H. Johnson  
Chief, Transportation Section

Date: \_\_\_\_\_

**RESOLUTION NO. R-18-16**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY ASPHALT CORP. AS THE PRIMARY SUPPLIER, AND BARRETT PAVING MATERIALS INC. AS THE SECONDARY SUPPLIER OF HOT MIX FOR THE 2016 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on December 23, 2015 the Purchasing Analyst publically advertised for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 7, 2016 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Valley Asphalt Corp. as the primary supplier of Hot Mix pursuant to the bid specifications;

SEC. 2: A purchase order is hereby authorized to Barrett Paving Materials Inc. as the secondary supplier of Hot Mix pursuant to the bid specifications should the primary supplier not be able to meet the demands of the City of Piqua;

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, not exceeding a total of \$332,280 between both the primary and the secondary supplier;

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	February 2, 2016		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY ASPHALT CORP. AS THE PRIMARY SUPPLIER, AND BARRETT PAVING MATERIALS INC. AS THE SECONDARY SUPPLIER OF HOT MIX FOR THE 2016 STREET AND ALLEY MAINTENANCE PROGRAM		
<b>SUBMITTED BY</b>	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b>	<p>In December of 2015, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 7, 2016 and the bid tabulation is shown as "Exhibit A."</p> <p>In the past, we have purchased asphalt from both Valley Asphalt and Barrett Paving depending on who had the mix available that we needed at any given time. Therefore, similar to last year, we would like to issue a Purchase Order to both Barrett Paving &amp; Valley Asphalt for the purchase of 402 &amp; 404 asphalt to ensure that asphalt will be available to the City when it is needed.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$332,280	
	Expenditure \$:	\$332,280	
	Source of Funds:	Street Department O&M (101 Fund)	
	<b>Narrative:</b>	This item is purchased each year for street paving and resurfacing projects. \$332,280 was budgeted for this work in the 2016 budget. Based upon the unit bid prices, the Street Department anticipates completing as many patches and resurfacing projects as possible up to the \$332,280.	
<b>OPTIONS</b>	1.	Approve the Resolution and continue with our 2016 Street Maintenance Program.	
	2.	Do not approve the Resolution, which in turn would mean no in-house paving.	
	3.	Contract out all the patching and resurfacing, which would result in less being done for \$332,280.	
<b>PROJECT TIMELINE</b>	Work will be completed in 2016.		

<b>STAFF RECOMMENDATION</b>	Approve the Resolution to allow the Street Department to continue with our 2015 Street Maintenance Program.
<b>ATTACHMENTS</b>	IFB #1547 Bid Tabulation – Exhibit A

# EXHIBIT "A"

## CITY OF PIQUA, OHIO

### Hot & Cold Mix - Aggregate Stone

Bid Tabulation for IFB 1547  
 Opened 1-7-16 at 2:00 p.m.

	Piqua Materials, Inc. Piqua, Ohio	Barrett Paving Materials Inc. Franklin, OH	Valley Asphalt Corp. Springfield, OH	Barrett Paving Miami River Quarry
<u>All prices are per ton</u>				
402 Asphalt	NB	\$ 65.00	\$ 64.00	NB
404 Asphalt	NB	\$ 67.00	\$ 65.00	NB
Cold Patch	\$ 170.00	\$ 120.00	\$ 125.00	NB
304 Stone	\$ 8.00	NB	NB	\$ 8.25
411 Stone	\$ 7.50	NB	NB	\$ 8.25
#9 Stone	\$ 6.45	NB	NB	\$ 8.25
#2 Stone	\$ 8.00	NB	NB	\$ 8.25
#57 Stone	\$ 8.95	NB	NB	\$ 8.75
#8 Stone	\$ 8.95	NB	NB	\$ 8.75
Renewal option for 2017				
Terms	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS

Cold patch from Moraine Plant only

402 & 404 from Troy

Cold from Dryden Rd.

RESOLUTION NO. R-19-16

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO  
PIQUA MATERIALS INC. AS THE SUPPLIER OF STONE AND COLD PATCH  
FOR THE 2016 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on December 23, 2015 the Purchasing Analyst publically advertised for bids for Hot and Cold Mix- Aggregate Stone; and

WHEREAS, after proper advertisement, bids were opened on January 7, 2016 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Piqua Materials Inc. as the primary supplier of stone and cold patch pursuant to the bid specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$30,000;

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

\_\_\_\_\_  
KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	February 2, 2016		
<b>REPORT TITLE</b>	A RESOLUTION AUTHORIZING A PURCHASE ORDER TO PIQUA MATERIALS INC. AS THE SUPPLIER OF STONE AND COLD PATCH FOR THE 2016 STREET AND ALLEY MAINTENANCE PROGRAM		
<b>SUBMITTED BY</b>	Name & Title: Doug Harter, Public Works Director		
	Department: Public Works		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b>	<p>In December of 2015, the Purchasing Analyst went out for asphalt bids sending specifications to several companies. The bids were received on January 7, 2016 and the bid tabulation is shown as "Exhibit A."</p> <p>Unfortunately, the Barrett Paving plant is located in Moraine and is too far to drive to pick up the cold patch we would need. Therefore, we recommend purchasing all stone and cold patch from Piqua Materials due to the close proximity of their plant to our work areas and hence our increased efficiency.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$30,000	
	Expenditure \$:	\$30,000	
	Source of Funds:	Street Department O&M (101 Fund)	
	<b>Narrative:</b>	These items are purchased each year for patching and street repairs. \$30,000 was budgeted for this work in the 2016 budget. Based upon the unit bid prices, the Street Department anticipates completing as many projects as possible up to the \$30,000.	
<b>OPTIONS</b>	1.	Approve the Resolution R-19-16 and continue with our 2016 Street Maintenance Program.	
	2.	Do not approve the Resolution R-19-16, which in turn would mean no in-house patching or street and alley repairs.	
	3.	Contract out all the patching which would result in less being done for \$30,000.	
<b>PROJECT TIMELINE</b>	Work will be completed in 2016.		

<b>STAFF RECOMMENDATION</b>	Approve the Resolution to allow the Street Department to continue with our 2016 Street Maintenance Program.
<b>ATTACHMENTS</b>	IFB #1547 Bid Tabulation – Exhibit A

EXHIBIT "A"

CITY OF PIQUA, OHIO

Bid Tabulation for IFB 1547  
 Opened 1-7-16 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials, Inc. Piqua, Ohio	Barrett Paving Materials Inc. Franklin, OH	Valley Asphalt Corp. Springfield, OH	Barrett Paving Miami River Quarry
<u>All prices are per ton</u>				
402 Asphalt	NB	\$ 65.00	\$ 64.00	NB
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#2 Stone	\$ 8.00	NB	NB	\$ 8.25
#57 Stone	\$ 8.95	NB	NB	\$ 8.75
#8 Stone	\$ 8.95	NB	NB	\$ 8.75
Renewal option for 2017				
Terms	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS

Cold patch from Moraine Plant only

402 & 404 from Troy

Cold from Dryden Rd.

**RESOLUTION NO. R-20-16**

**A RESOLUTION REQUESTING AUTHORIZATION  
TO ENTER INTO AN AGREEMENT WITH  
KLEINGERS GROUP FOR THE ENGINEERING  
AND DESIGN OF THE SHAWNEE  
NEIGHBORHOOD STORM WATER DIVERSION  
PROJECT**

WHEREAS, The City of Piqua acknowledges there are storm water concerns within the Shawnee neighborhood; and

WHEREAS, the engineering and design of the Storm Water Diversion will allow us to strategically design the proper infrastructure needed to address the current flooding issues; 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 Kleingers Group for the necessary engineering and design services for the Shawnee Neighborhood Storm Water Diversion Project;

SEC. 2: The Finance Director certifies the 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 \$31,500;

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

KATHRYN B. HINDS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



# Commission Agenda Staff Report

<b>MEETING DATE</b>	February 2, 2016		
<b>REPORT TITLE</b> (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an agreement with Kleingers Group for the design & engineering of the Shawnee Neighborhood Storm Water Diversion Project.		
<b>SUBMITTED BY</b>	Name & Title: Devon Alexander Storm Water Coordinator		
	Department: Under Ground Utilities		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<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:
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>In continuation with the Storm Water Master Plan, it was recognized that multiple storm water issues presented themselves within the Shawnee Neighborhood corridor. Kleingers Group has developed a set of target areas for the Shawnee Neighborhood. One of those target areas the Second Street corridor, where it has been determined a Storm Water diversion sewer should be placed to help alleviate storm water in heavy rain events.</p> <p>Kleingers Group will be designing, engineering, and managing the bidding process for this project.</p> <p>The project limits are the corporation limits of the City Of Piqua.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$31,500	
	Expenditure \$:	\$31,500	
	Source of Funds:	Fund 411 – Storm Water	
	<b>Narrative</b>	<p>The City desires to proceed with the Storm Water diversion project in the Shawnee Neighborhood. This storm sewer will help control and alleviate storm water runoff in heavy rain events. The new storm sewer diversion will run from on Second Street, from Cleveland St, West to the river. The new storm sewer will also be bored under the levee embankment. We have acquired approval from the Miami Conservancy District to do such a project.</p> <p>Please See Attached Proposal</p>	
<b>OPTIONS</b> (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with Kleingers Group for the designing, engineering, and bidding services for the Shawnee Neighborhood Storm Water Diversion Project.	

	2.	Do not approve the resolution; therefore, do not complete the Shawnee Neighborhood Storm Water Diversion Project.
<b>PROJECT TIMELINE</b>	The Design and Engineering services should be completed by June 1 <sup>st</sup> 2016.	
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the Shawnee Neighborhood Storm Water Diversion Project to take place.	
<b>ATTACHMENTS</b>	Technical Proposal For Shawnee Neighborhood Storm Water Diversion Project.	



CINCINNATI  
COLUMBUS  
DAYTON

6305 Centre Park Drive  
West Chester, OH 45069  
phone ▶ 513.779.7851  
fax ▶ 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

January 11, 2016 (rev. January 25, 2016)

**Devon Alexander**  
Storm Water Coordinator  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356

**Re: Shawnee Neighborhood Storm Water System Improvement Program Implementation  
Civil Engineering Services for Phase 1**

Dear Devon:

Following up on our recent telephone conversations and emails, it is our understanding that the City is requesting a proposal for civil engineering services for implementation of our recommended Phase 1 of the long-term storm water improvement program for the Shawnee Neighborhood. The tasks included in this proposal are:

- Design of, and preparation of construction plans, specifications, and bidding documents for West Second Street storm sewer, as conceptually shown on the attached preliminary plan and profile.
- Prepare easements. A maximum of three easements are anticipated, as indicated on the attached copy of the anticipated storm sewer corridor.
- Prepare an opinion of probable costs for the storm sewer construction, prior to bidding.
- Technical support to the City and coordination with the Miami Conservancy District and the Corps for the obtaining of permits for the storm sewer. We will provide the drawings, prepare the permit application forms, and meet with these agencies. The City will pay for the permit application fees and sign the permit documents.
- Coordinate and meet with your department, other City departments, and City Commissioners as requested.
- Prepare the bid packages, respond to contractors' questions during bidding, manage the bid opening, and provide the City with a recommendation for construction contract award. The construction contract will be between the City and the chosen contractor.
- Provide construction administrations services, including a pre-construction meeting, site visits during construction for construction observation for the contractors' general conformance with the design intent,



review of contractors' pay requests, and final punch list items. Full time construction inspection is not included.

Based upon the above-described scope of services, our proposed lump sum fee would be \$31,500. Services not specifically described above are excluded.

Thank you for the opportunity to submit this proposal, and please feel free to contact me at your convenience if you have any questions or comments concerning this proposal.

Sincerely,

Mike Brunner, P.E., P.S., CFM

**The Kleingers Group**

#### Terms and Conditions

**Services Provided.** The Kleingers Group, Inc., the Consultant, agrees to perform the professional services outlined in the preceding paragraphs for the City of Piqua, the Client. Client agrees to:

1. Provide full information as to his requirements for the Project prior to commencement of work on the Project;
2. Assist Consultant by placing at his disposal all available information pertinent to the Project;
3. Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
4. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
5. Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
6. Client will promptly review and act on all submissions made to him by Consultant.

**Time of Completion.** Consultant agrees to perform the outlined Scope of Services within the periods specified, exclusive of review time and time to complete review responses, from receipt of Authorization to Proceed. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

**Compensation.** For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Clients will be invoiced each month for any work performed during the period. For



hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past 30 days every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

**Standard of Care.** Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**Limitations of Services.** All application, review, and permit fees are to be paid by others. Any necessary environmental, geotechnical or archaeological site assessments are excluded from this scope of work.

**Additional Services.** Changes made by Client after the start of the work will be considered extra work and may negatively impact the stated project timeline. Consultant will notify Client in writing of any changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

**Indemnification and Limitation of Liability.** The Consultant agrees, to the fullest extent permitted by law, to hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the Consultant's total fee for services rendered under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."



**Termination of Contract.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

**Dispute Resolution.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof.

**Ownership and Copyright of Documents.** All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk. Consultant understands and is aware Client is subject to the Ohio Public Records Act, ORC Chapter 149, and may be required to disclose records pursuant to a public records request.

**Free Publicity.** Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant. Any publicity including the Client's name shall not be portrayed as an endorsement by the Client.

**Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems of computer hardware differing from those in use by Consultant at the beginning of this assignment.



**Opinions of Cost.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

**Jobsite Safety Disclaimer.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**Severability.** If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

**Assignment of Agreement.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

**Signatures.** Should Client be a corporation or governmental entity, the person signing this Agreement represents that he is duly authorized to execute the agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he/it has full authority to sign on behalf of said Client.

**EEO.** The Kleingers Group supports an Affirmative Action Program. During the performance of this contract (or purchase order), the **contractor/vendor** agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.

**LEED Certification.** The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

**Intent of Signing LEED Certification Application.** The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the Consultant.

**Innovative Design and Technologies.** The Client understands and agrees that state-of-the-art or innovative products, technologies or methods may be used on the project and that these lack a proven history of successful application and performance. The Client acknowledges that these technologies are being incorporated into the project to accomplish recognized objectives, but due to their unproved and innovative nature, there is a significant possibility that those objectives



may not be realized and may result in undesirable consequences. The Consultant will conduct a reasonable level of investigation and analysis, and this is the limitation of the Consultant's obligation for the performance of these technologies. The Client has weighed the relative risks and rewards and accepts the risk of incorporating the innovation(s) into the project.

### **AUTHORIZATION TO PROCEED**

Please proceed with the work outlined above in accordance with this proposal. I agree to the terms and conditions of this proposal.

By: \_\_\_\_\_

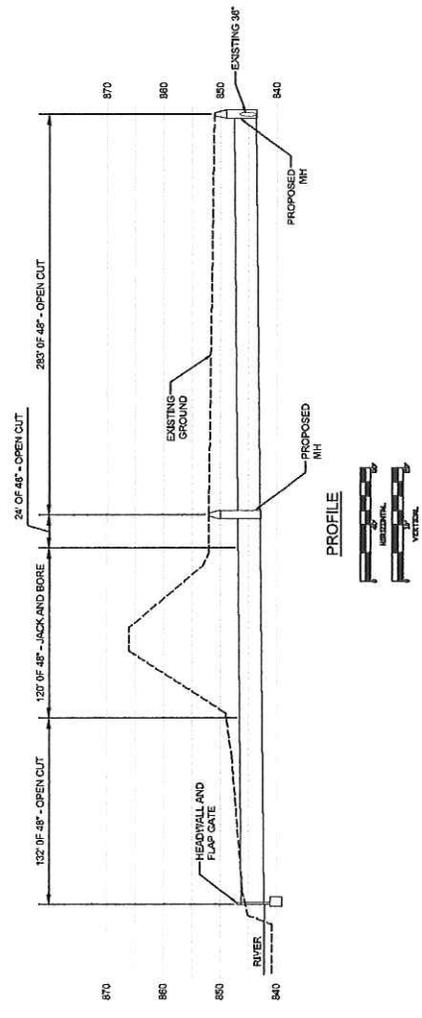
Date: \_\_\_\_\_

**Preliminary Plan and Profile**

**48" OUTFALL AND SEWER AT  
2nd STREET - 2016**



**PLAN**



**PROFILE**

