REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JUNE 21, 2016
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS:

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the June 7, 2016 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO. 8-16 (3rd Reading)
   An Ordinance authorizing the submission of a proposed amendment to Piqua Charter Section 5 President of Commission, Mayor

3. ORD.NO. 10-16 (2nd Reading)
   An Ordinance repealing Sections 94.23, 94.24 and 94.26 of Chapter 94 and adopting new Sections 94.23, 94.24 and 94.26 of the Piqua Municipal Code

NEW BUSINESS

4. RES. NO. R-80-16
   A Resolution authorizing a contract to PST Services, Inc., A McKesson Company for the EMS Billing Services for the Fire Department

5. RES. NO. R-81-16
   A Resolution recinding Resolution No. R-79-13 and enacting new preliminary consent legislation with the Ohio Department of Transportation (ODOT) for work on the MIA-36-11.34 bridge over the Great Miami River within the City of Piqua

6. RES. NO. R-82-16
   A Resolution authorizing an amendment to zoning map to change the zoning designation of a portion of parcel N44-100120 on Covington Avenue to B (General Business)

7. RES. NO. R-83-16
   A Resolution authorizing an amendment to zoning map to change the zoning designation of parcels N44-073960, N44-073970, and N44-073980 on N. County Road 25-A to I-1 (Light Industrial)

8. RES. NO. R-84-16
   A Resolution authorizing a replat to parcels N44-074030, N44-074020, N44-074010, N44-074000, N44-073990, N44-073960, N44-073970 and N44-073980 on N. County Road 25A

9. RES. NO. R-85-16
   A Resolution authorizing a Professional Services Agreement with 292 Design Group for the Community Center Campus Feasibility plan

10. RES. NO. R-86-16
    A Resolution fixing the time and place for a Public Hearing on the proposed City Tax budget for Miami County for the calendar year 2017 and draft Appropriation Ordinance

11. RES. NO. R-87-16
    A Resolution authorizing the City Manager to enter into the LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation (ODOT) for the Covington Avenue resurfacing project

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.)

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

MINUTES
PIQUA CITY COMMISSION
Tuesday, June 7, 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 Wilson, Vogt, and Martin. Absent: Terry.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to excuse Commissioner Terry from the June 7, 2016 Piqua City Commission Meeting. Voice vote, Aye; Martin, Wilson, Vogt, and Hinds. Nay: None.

ANNOUNCEMENTS
Several Boy Scouts from Troop #295 came forward stating they were in attendance to earn merit badges.

Mayor Hinds presented a special Proclamation to Duane Bachman who is celebrating his 80th Birthday. Mayor Hinds read the proclamation and congratulated Mr. Bachman on his 80th birthday, and for all of the contributions he has made to the Piqua Community over the years.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the May 17, 2016 Regular Piqua City Commission Meeting.

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

OLD BUSINESS

City Manager Huff asked that the three reading rule be waived at this time in order to meet the June 17th deadline to apply for funding.

ORD. NO. 7-16 (2nd Reading)
An Ordinance amending Chapter 152: Historical Preservation of the City of Piqua Code of Ordinances

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

The City of Piqua established Rehabilitation of Historic Building Design Standards and a Downtown Historic District Map in 1999. The adoption of Ordinance 17-02 amended the Downtown Historic District Map boundaries to include additional properties to utilize Community Development Block Grant Tier II Funds if made available, stated Mr. Schmiesing. A recent survey of downtown property owners determined interest in participating in the Community Block Grant Tier II Funds program. It is necessary to amend the boundaries of the Downtown Historic District to include additional eligible properties that may have an interest in participating in the program.

Public Comment

No one came forward to speak for or against Ordinance 7-16 at this time.

Moved by Commissioner Martin, seconded by Commissioner Wilson, that the rule requiring the

Ordinance to be read fully and distinctly on three separate days be suspended. Voice vote, Aye: Martin, Vogt, Wilson, and Hinds. Nay, None.

Moved by Commissioner Martin, seconded by Commissioner Wilson, that Ordinance No. 7-16 be adopted. Voice vote: Aye, Hinds, Vogt, Martin, and Wilson. Nay, None.

ORD. NO. 8-16 (2nd Reading)
An Ordinance authorizing the submission of a proposed amendment to the Piqua Charter Section 5 President of Commission, Mayor

Stacy Wall, Law Director provided the Staff Report.

At the request of the City Commission after the last election the City Commission held a Work Session to discuss the election of the Mayor. There was some confusion on voting for the Mayor, and a committee was set up to review the election process for the Mayor, Three options were then presented to the City Commission by the committee, and this option was chosen, stated Ms. Wall.

Public Comment

Al Fledderman, Harney Street, came forward and voiced his concerns on this ordinance over the changes they are requesting. Further stating he believes the citizens should be able to vote for the Mayor of their choice.

The Mayor has no more authority than the rest of the Commissioners as Mayor, and is not a tie-breaker but can provide other duties such performing weddings, and presenting proclamations, stated Commissioner Vogt.

Several of the Commissioners also voiced their opinions on the need for the Charter change.

Mayor Hinds provided additional information regarding the reason for the changes, further stating the Commission is doing their best to find a reasonable solution surrounding the Mayor seat.

After a brief discussion, Ordinance No. 8-16 was given a second reading.

Ord. No. 10-16 (1st Reading)
An Ordinance repealing Sections 94.23, 94.24, and 94.26 of Chapter 94 and adopting new Sections 94.23, 94.24, and 94.26 of the Piqua Municipal Code

Stacy Wall, Law Director, provide the Staff Report.

This Ordinance will amend certain code sections regarding our Parks. There is a lot of outdated language in the code and changes are needed to bring the code up to date. Ms. Wall outlined the changes and updates that will take place if Ordinance No. 10-16 is adopted.

Several questions were raised about smoking in the city parks, also in Section 94.23 why not use a generic term such as all city parks instead of listing all the parks so as parks are added in the future legislation does not have to be changed. Ms. Wall answered all questions.

Public Comment

Al Fledderman, Harney Drive, voiced his opinion over having consistent hours at all the Parks. Ms. Wall provided additional information. Mr. Fledderman also asked the reason for not allowing geocaching in the City Parks, as the Boy Scouts do this. Ms. Wall explained. City Manager Huff further stated when digging they may dig into the underground electric lines.

Brad Boehringer, Mound Street, voice his opinion on curfew times in the City Parks.

After a lengthy discussion Ordinance No. 10-16 was given a first reading.

NEW BUSINESS

RES. NO. R-73-16
A Resolution accepting ownership of a lift station

City Manager Huff stated in light of some new information received prior to the meeting, he would like to ask the Commission to table Resolution Res. No. R-73-16 until some possible corrections can be made to the legal language of the document.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-73-16 be tabled until the first meeting in July so the legal description can be verified. Roll call vote, Aye: Martin, Vogt, Hinds, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-73-16 tabled until the first meeting in July.

RES. NO. R 74-16
A Resolution awarding a contract to Walls Bros. Asphalt Co, Inc. for the Spiker Road Resurfacing Project

Amy Havenar, City Engineer, provided the Staff Report.

Two bids were received on May 4, 2016 for the Spiker Road Resurfacing Project. The project will consist of the resurfacing of approximately 1 mile of roadway on Spiker Road between US Route 36 and Piqua Clayton Road. This includes pavement repairs, installation of berm, and the installation of pavement markings.

Walls Brothers Asphalt Co, Inc. was the successful bidder on the 2016 Street Resurfacing Program, and they have done many other successful paving jobs for the City, stated Ms. Havenar.

Commissioner Martin asked if the resurfacing would be done without closing the road. Ms. Havenar stated the City will allow them to close the road to do the project.

Public Comment

No one came forward to speak for or against Resolution No. R-74-16.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-74-16 be adopted. Voice vote, Aye: Vogt, Hinds, Wilson, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-74-16 adopted.

RES. NO. R-75-16
A Resolution awarding a contract to Finfrock Construction Co, for the Cedarbrook Waterline Replacement Project

Amy Havenar, City Engineer, provided the Staff Report.

Bids were received on May 26, 2016 for the Cedarbrook Waterline Replacement Project. The project will consist of the installation of approximately 850 LF of 8" ductile iron water main along with valves, hydrants, new water services, and other miscellaneous appurtances in Cedarbrook Drive.

The new water main will replace the existing 6" cast iron main in Cedarbrook which was identified as an area of replacement in the City's Water Distribution Master Plan, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-75-16

Moved by Commissioner Wilson, seconded by Commissioner Vogt, that Resolution No. R-75-16 be adopted. Voice vote, Aye: Hinds, Martin, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-75-16 adopted.

RES. NO. R-76-16
A Resolution approving the Community Development Block Grant (CDBG) Community Development Allocation Program, Downtown Revitalization Program, and Critical Infrastructure Program, application for program year 2016 and authorizing the City Manager to submit the applications to the Ohio Development Services Agency, Office of Community Development

Nikki Reese, Development Program Director, provided the Staff Report.

Each year the City of Piqua receives an allocation from the Ohio Development Services Agency, Office of Community Development (ODSA, OCD) to implement local activities through the Community Development Block Grant (CDBG) program. The City's allocation for 2016 is $75,000, which is the same amount received last year.

The CDBG Critical Infrastructure Projects are designed to assist eligible communities with high-priority, single-purpose infrastructure improvement that will alleviate failed or failing systems, including storm drainage and other public facilities. The maximum grant funding is $300,000.00, stated Ms. Reese.

The City successfully completed an income survey in the Shawnee Neighborhood in May of 2016. They had to gather 247 income surveys to have a valid income survey per ODSA's guidelines. This year they will be able to apply for CBDG Critical infrastructure Grant for storm water improvements in the Shawnee Neighborhood.

The City will also be applying for CDBG Downtown Revitalization Program grant. The maximum grant funding is $300.000.00. Interior and exterior building code violation corrections will be addressed. There are 21 units from business owners who have signed a letter of interest to participate in the program at this time.

The applications are due June 17th, and the City will notified in August if the Critical Infrastructure, and CDBG Downtown Revitalization Grants are funded, stated Ms. Reese.

Ms. Reese thanked the Citizens For A Better Piqua group for their help in obtaining the income surveys in the Shawnee Neighborhood. There were 13 volunteers who worked three months going door to door collecting the surveys. Without their help this could not have been done, one volunteer put in over 20 hours on this project, said Ms. Reese.

Public Comment

No one came forward to speak for or against Resolution No. R-76-16.

Moved by Commissioner Martin, seconded by Commissioner Wilson, that Resolution No. R-76-16 be adopted. Voice vote, Aye: Vogt, Wilson, Hinds, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-76-16 adopted.

RES. NO. R-77-16
A Resolution authorizing a purchase order to Arrow Surface Engineering, Inc. for the resurfacing of the Pitsenbarger Tennis Courts for the Public Works Department

Doug Harter, Public Works Director, provided the Staff Report.

The public tennis courts at Pitsenbarger Park are in need of replacement, along with the fence surrounding the tennis courts. Bids were received and opened on May 5, 2016 and Arrow Surface Engineering, Inc. was awarded the bid. They anticipate having the fence installed prior to

resurfacing of the tennis courts. Weather permitting this work will begin in June, and finish by the end of July, stated Mr. Harter.

Public Comment

Ruth Koon, from the Friends of the Piqua Parks came forward expressing the group's support of the resurfacing of the tennis courts and installing new fencing around the tennis court at Pitsenbarger Park.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-77-16 be adopted. Voice vote, Aye: Hinds, Wilson, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-77-16 adopted

RES. NO. R-78-16
A Resolution authorizing a purchase order to Western Ohio Fence & Supply for the new fencing around the Pitsenbarger Tennis Courts for the Public Works Department

Doug Harter, Public Works Director, provided the Staff Report.

The fencing around the public tennis courts at Pitsenbarger Park is need of replacement. Bids were received and opened on May 5, 2016 and Western Ohio Fence & Supply was awarded the bid. They anticipate having the fence installed prior to resurfacing the tennis courts. Weather permitting this work will begin in June, and finish by the end of July, stated Mr. Harter

Public Comment

No one came forward to speak for or against Resolution No. R-78-16 at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-78-16 be adopted. Voice vote, Aye: Hinds, Martin, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-78-16 adopted.

RES. NO. R-79-16
A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of Fountain Park by the Miami Valley Corvette Club

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

The Miami Valley Corvette Club would like to host a car show at Fountain Park on June 11, 2016. The event will open to the public and the display area will primarily occupy a shaded grassy area between the dining hall and Hance Pavilion. The event will be the same as last year except there will not be any musical entertainment this year, stated Mr. Sommer.

Public Comment

No one came forward to speak for or against Resolution No. R-79-16 at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-79-16 be adopted. Voice vote, Aye: Hinds, Martin, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Hinds then declared Resolution No. R-79-16 adopted.

PUBLIC COMMENT

Brad Boehringer came forward and voiced his opinion on possibly having a bicycle link program in the downtown area for citizens and out of town guests to rent bicycles to ride on the bike path.

Al Fledderman, Harney Drive came forward and inquired about the lack of swings in the public parks. City Manager Huff provided information regarding the lack of swings in the city parks.

Bill Jaqua, N. Sunset Drive, came forward and provided a picture of his Garden Area on Commerce Drive that is used for weddings and many other public events.

Mr. Jaqua inquired as to the reason a Piqua Police car was parked in front of the driveway recently when they were having a wedding in the Garden Area.

CITY MANAGER'S REPORT

City Manager Huff stated the next City Commission Work Session will take place on Thursday, June 16 at 7:30 P.M.

City Manager Huff stated the City Commissioner's will tour the new Piqua Water Plant on June 16, 2016, at 9:00 A.M.

COMMISSIONERS COMMENT

Commissioner Martin asked where the 4th of July Fireworks will be set off at this year?

City Manager Huff stated the fireworks display will be located at the Armco property by the baseball diamond in Shawnee.

Mayor Hinds reminded citizens that Pack the Path will take place on Saturday, June 11, 2016 at Lock 9 Park at 9:00 A.M., and asked citizens to bring a canned good to donate.

Mayor Hinds encouraged citizens to attend of the Car Show, and the Rock Piqua Concert on Saturday, June 18th in downtown Piqua.

Monday, June 13th is the second Walk with the Mayor, and will be held in the Second Ward with Commissioner Vogt. Mayor Hinds reminded citizens to meet at the Candlewood entrance. This is a good way to find out what the needs are in the neighborhood, stated Mayor Hinds.

Mayor Hinds reminded citizens to take a minute to continue to read her Blog, as it has a lot of information regarding the many things happening in City of Piqua.

Mayor Hinds congratulated all of the 2016 High School Graduates.

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

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 8-16

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A PROPOSED AMENDMENT TO PIQUA CHARTER SECTION 5 PRESIDENT OF COMMISSION, MAYOR

WHEREAS, the City Commission requested that the Charter be reviewed to determine if it could be clarified as to how the mayor was elected as the current requirement of having to elect the same person commissioner before he or she is elected mayor has created much confusion amongst the electorate as demonstrated by the past mayoral election results; and

WHEREAS, each Commissioner selected a ward representative to review the Charter requirements and the Law Director was the liaison to the Committee; and

WHEREAS, the Committee reviewed past election results, considered the form of government and reviewed 60 charters in Ohio in developing three recommendations presented to the City Commission; and

WHEREAS, the City Commission desired to place before the citizens a Charter Amendment that would clarify how the mayor was elected and agreed with the Committee that the pre-1975 charter language on how to elect the mayor resolved the outstanding issues.

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

SECTION 1. The City Commission requests that the Miami County Board of Elections place on the ballot for the November 2016 General Election the question whether the electorate is for or against amending Charter Section 5 as follows:

SECTION 5 PRESIDENT OF COMMISSION, MAYOR.

The president of the commission, who shall have the title of mayor, shall preside at meetings of the commission and perform such other duties consistent with his office as may be imposed by the commission. He shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes. The president of the commission shall be chosen by direct election of the ~~voters~~ **City Commissioners** for a term of two years to commence on the first ~~Monday of~~ **regular meeting in January** ~~following the regular municipal election~~ **commencing in 2018, and every two years thereafter. The City Commissioners shall also elect at the same meeting a vice mayor for a term of two years. Any commissioner shall be eligible to be mayor or vice mayor.** ~~At every municipal election when commissioners are to be elected, commencing November 1977, there shall be submitted to the voters a separate ballot for the office of mayor on which shall be listed the names of the candidates for that office. Voters shall not vote for more than one such candidate. Candidates for the office of mayor shall be limited to those persons who are also candidates for the office of city commissioner at that election or who already hold the office of city commissioner and whose term will continue during the next ensuing two calendar years. Candidates for the office of mayor shall file a declaration of candidacy with the board of elections on or before sixty days~~

~~prior to the municipal election at which the mayor is to be elected. The candidate for mayor receiving the greatest number of votes who is also elected as city commissioner at that election or who is a city commissioner whose term will continue during the ensuing two calendar years will be elected mayor.~~ If a vacancy occurs in the office of mayor, the vice mayor shall succeed to the office of mayor for the unexpired term, and the commission shall choose another of its members to act as vice mayor. The vice mayor shall also perform all the duties of the office of mayor during the mayor's absence or disability. ~~If no candidate for mayor is elected, or if there are no candidates for mayor, the city commission at its first meeting in January following that regular municipal election shall choose one of its members as president of the commission and another of its members as vice mayor.~~

SECTION 2. The proposed amendment shall be submitted to a vote of the electors on November 8, 2016, in the general election in the City of Piqua.

SECTION 3. The ballot for said election shall, at the top thereof, be entitled "City of Piqua Charter Amendment Section 5 President of Commission, Mayor", and the question to be submitted shall be as follows:

> Shall Charter Section 5 be amended to allow for the City Commission to elect the mayor at its first meeting in January for a term of two years, commencing in 2018?

To the left of said wording, in boxes with appropriate places for the marking, shall appear the words, "For the Ordinance" and "Against the Ordinance" for each elector to indicate his vote in the manner and place provided.

SECTION 4. The City Manager shall cause notice of the proposed amendment as well as the time and place of the election to be published in the Piqua Daily Call for a period of two consecutive weeks.

SECTION 5. The Clerk of this Commission shall certify a copy of this Ordinance to the Board of Elections of Miami County, Ohio, no later than August 10, 2016.

SECTION 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 5-17-16
2nd Reading 6-7-16

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK

ORDINANCE NO. 10-16

AN ORDINANCE REPEALING SECTIONS 94.23, 94.24 AND 94.26 OF CHAPTER 94 AND ADOPTING NEW SECTIONS 94.23, 94.24 and 94.26 OF THE PIQUA MUNICIPAL CODE

WHEREAS, in considering another matter, the City Commission observed that the curfew hours in the various City parks are inconsistent and requested review and amendment for consistency; and

WHEREAS, in reviewing the sections herein, the sections were incomplete and not current and thus in need of a rewrite.

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

SECTION 1. That the City of Piqua hereby repeals Sections 94.23, 94.24 and 94.26 of Chapter 94 in their entirety and adopts new Sections 94.23, 94.24 and 94.26 as set forth below:

§ 94.23 CURFEW AND PROHIBITIONS ON USE OF PARKS AND GAZEBO.

(A) No person shall do any of the following in Heritage Green, Das Park, Shawnee Park, Armory Park, Robert M. Davis Memorial Park, Rowan Park, North Main Street Park, Goodrich Giles Park, Roadside Park, Hollow Park, Veterans Park, Kiwanis Park, Public Square Park and gazebo and Veterans Memorial Way (bounded by Market and High Streets and Wayne Street), Mote Park, High Street Park, Park Ridge Place Park, Fountain Park, Pitsenbarger Park or any other public park designated by signage by the City of Piqua, the tennis courts or the municipal golf course:

(1) Be in the parks between dusk and 7:00 a.m. of the following day.
   (a) On all lighted softball, baseball, football, or soccer fields, no inning (or equivalent period) will start after 10:30 p.m. except at tournament time; then, the game in progress may be completed.

(2) Ignite or maintain any fire except in designated areas in accordance with fire laws.

(3) Camp.

(4) Park motor vehicles except in designated parking areas.

(5) Hunt (excluding fishing), trap, or otherwise injure, abuse or torture any animal.

(6) Sell or offer for sale any article, privilege or service.

(7) Operate or participate in a game of chance.

(8) Excavate, dig or remove sod, turf or soil.

(9) Use any type of metal detection device.

(10) Possess or consume any alcoholic beverage or illegal drug.

(11) Golf except at the golf course or in designated areas.

(12) Place or hide items for geocaching or any other purpose without the permission of the City Manager.

(13) Ride horses.

(14) Loiter in the vicinity of restrooms or in the abandoned locks from the Ohio Erie Canal.
(15) Possess or release fireworks or other explosives.
(16) Perform skateboard tricks or BMX type activities except at area designated within Pitsenbarger Park.

(B) All dogs shall be leashed at all times in any of the public parks unless otherwise authorized. The person in control of the dog shall remove any waste from the dog.

(C) Any of the prohibitions listed in Section (A)(1)-(16) may be permitted with prior City approval if the City Manager finds good cause and issues a permit for the activity.

§ 94.24 REGULATIONS FOR PUBLIC FACILITIES AND PARKS.

(A) Rules and regulations shall be established for the rental of the Mote Park Community Center, Fountain Park Dining Hall and the Hance Pavilion. All rules and regulations shall be reviewed by the Park Board and approved by the City Manager. All renters shall receive a copy of the rules and regulations upon rental. Such rules and regulations shall include the possibility of the security deposit being forfeited for non-compliance.

(B) *Community swimming pool.* Hours of operation will be set prior to May 1 by the City Manager. The pool manager may change hours due to inclement weather, when attendance falls below the designated minimum or when the temperature is less than 70°F. The city reserves the right to set special hours as deemed necessary by the City Manager.

(1) Rules of conduct and regulations regarding the pool shall be established and approved by the City Manager. All rules and regulations shall be made available to every patron and provided to every member.

(C) *Smoking in parks.*

1. *Pitsenbarger Park.* Smoking will only be permitted in the parking lots. All other areas will be deemed non-smoking, including all of the athletic fields, bleachers and the swimming pool.

2. *Fountain Park.* There will be no smoking permitted in the bleachers or within 50 feet of the fence at Hardman Field. Hance Pavilion, which is already non-smoking inside, will not allow smoking on the concrete walkway, which abuts to the fence of the facility.

3. *Mote Park Softball Fields.* There will be no smoking permitted in the bleachers or within 50 feet of the fence.

4. All other City parks shall permit smoking in designated areas only, which shall be designated by signage. In no park shall there be smoking within 50 feet of a playground or within 50 feet of the entrance to a building or within 50 feet of the parameter of a picnic shelter or other structure.

5. A violation of Section 94.24(C) is a minor misdemeanor, punishable by a fine up to $150 for a first offense. The penalty for each subsequent offense is enhanced from

a fourth degree misdemeanor up to a first degree misdemeanor, with such penalty as that as being established by the Ohio Revised Code.

§ 94.26 CURFEW AND PROHIBITIONS ON USE OF THE LINEAR PARK.

(A) The Linear Park shall include those areas designated by the city as French Park, Lock 9 Park, the property owned, leased, or otherwise controlled by the city and comprising the bike trail and adjacent land on the current and former Hydraulic Canal as designated by the city including the connector to the Greene Street Section, and all the real property from the western boundary of the city, as amended from time to time, to the eastern boundary of the city, as amended from time to time, in which said description can be obtained from the City Engineer's Office.

(B) No person shall do any of the following while in the Linear Park:

(1) Enter or remain in or on any section of the Linear Park from dusk until dawn. This section does not apply to persons attending organized activities in the Linear Park previously approved by the city.

(2) Operate or possess any motorized vehicles on or in the Linear Park except in designated parking areas. The use of the Linear Park shall be limited to bicycles, walking, jogging, wheelchairs (motorized or other wheelchairs), snow skis, skates, skateboards, and non-motorized scooters. Emergency, law enforcement, and vehicles necessary for the maintenance of the Linear Park are exempted from the prohibition of motorized vehicles.

(3) Block, impede, or obstruct the safe passage of emergency, law enforcement, or maintenance vehicles.

(4) Permit the presence of any animal, other than a domesticated dog. All domestic dogs must be leashed. Owners are required to clean and remove any solid waste deposited by their animals(s).

(5) Fish or angle from the bridge crossing the Great Miami River east of Lock 9 Park or from any stoned, paved or finished surface of Linear Park unless designated by the city for angling.

(6) Occupy any space outside or on top of the fenced area on the bridge crossing the Great Miami River and the bridge over College Street.

(7) Possess or consume any alcoholic beverages.

(8) Smoke or use tobacco products or possess an open flame on the bridge over the Great Miami River, the bridge over College Street, or the tunnel under Sunset Drive.

(9) Operate any vehicle, or bicycles, on or atop the designated spillway bridges. Emergency, law enforcement, wheelchairs and vehicles necessary for the maintenance of the Linear Park are exempt from this prohibition.

(10) Enter onto any designated section of linear park when gates are closed or sign is posted prohibiting use of that section of the linear park due to high water.

(11) Enter any drainage pipe culverts that cross the linear park.

(12) Walk, skate, skateboard or ride on any walls, rails, curbs or other fixtures not intended for said usage. Skateboards and skates are not permitted on the grooved portion of the bicycle steps on the west side of the Great Miami River bridge.

(C) Users of the Linear Park shall be considered recreational users as defined by R.C. § 1533.18, as amended, and the city shall assume no liability for damage or injury to persons or property while using Linear Park.

(D) Whoever violates this section is guilty of a minor misdemeanor. If an offender has been previously convicted of this section or persists in violation of this section after repeated warnings, then the violation is a misdemeanor of the fourth degree.

SECTION 2. All other sections of Chapter 94 of the Piqua Municipal Code not amended herein shall remain in effect as is.

SECTION 3. This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the City of Piqua may enforce the correct curfew times during the longer daylight hours.

1st Reading 6-7-16

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-80-16

A RESOLUTION AUTHORIZING A CONTRACT TO PST SERVICES, INC., A MCKESSON COMPANY FOR THE EMS BILLING SERVICES FOR THE FIRE DEPARTMENT

WHEREAS, the Piqua Fire Department desires to hire PST Services, Inc. a McKesson Company to handle their Emergency Medical Services(EMS) Billing Services from 12/1/16 through 11/30/21; and

WHEREAS, the City of Piqua provided for the potential revenue and cost of these services in the budget appropriations;

WHEREAS, the EMS Billing Services Request For Proposals (RFP #1612) was properly advertised and proposals were opened on May 9, 2016. The scoring results are shown on 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: The City Manager is hereby authorized to enter into a contract and purchase order with PST Services, Inc., a McKesson Company for the EMS Billing Services according to the proposal received.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the General Fund (Fund 106-009) using the appropriate account of the city treasury in payment according to contract terms.

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

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Item # 4

City of PIQUA Ohio

Commission Agenda Staff Report

MEETING DATE	6-21-16			
REPORT TITLE	**A RESOLUTION AUTHORIZING A CONTRACT TO PST SERVICES, INC. A MCKESSON COMPANY FOR THE EMS BILLING SERVICES FOR THE FIRE DEPARTMENT**			
SUBMITTED BY	Name & Title: Chief Brent Pohlschneider			
	Department: Fire Department			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	■ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☒ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☒ Department Director;		☐ Other:	
BACKGROUND	We drafted an RFP for EMS Billing Services and it was mailed out on 4/8/16 to four known Ohio firms and it was also properly advertised in the Piqua Daily Call and on the city website. The proposals were opened on 5/9/16 and our team evaluated both proposals received. Based on our review, we are recommending an award to McKesson at this time. The fee rate proposed by McKesson would result in a 65% cost savings from the other proposed fee submitted. The experience, references, and qualifications of McKesson were far superior. In addition, McKesson has the technical capabilities to receive protected health care information electronically from the Fire Department software and local hospitals.			
BUDGETING AND FINANCIAL IMPACT	Budgeted $:	$50,564		
	Expenditure $:	$50,564		
	Source of Funds:	106-009-836-7200		
	Narrative:	In the 2016 budget, the department budgeted $50,564 for EMS billing fees at a rate of 6% on collected funds. The RFP result will reduce the fees to 4.9% on collected funds, for the remainder of 2016 and subsequent years.		
OPTIONS	1.	Approve Resolution R-80-16 as presented		
	2.	Approve Resolution R-80-16 with changes		
	3.	Deny Resolution R-80-16 and offer staff an alternative		
PROJECT TIMELINE	Our current contract expires on 11/30/16 so the new contract would begin on 12/1/16 and last for 5 years. We have an option to renew for two more years past that if needed.			
STAFF RECOMMENDATION	We support the passage of this Resolution so that our services to the residents of Piqua will remain at the high level of personal care that they are accustomed to.			

ATTACHMENTS	Exhibit "A" – Scoring of Proposals received

EMS Billing Services
RFP #1612
Opened 5/9/16

City of Piqua, Ohio

Scoring Summary	Weight	McKesson Miamisburg, OH	Ohio Billing Bolivar, OH
Performance, Experience, & Qualifications	25%	*20* **5**	*10* **2.5**
Technical Capabilities & Compatibility	25%	*20* **5**	*10* **2.5**
Proposed Fee Structure	15%	*20* **3**	*10* **1.5**
Responsibility	15%	*10* **1.5**	*20* **3**
Responsiveness & Completeness	10%	*20* **2**	*10* **1**
History of Compliance	10%	*10* **1**	*20* **2**
Grand Total Points	**120 max**	**100**	**80**
Grand Total Weighted Score	**20 max**	**17.5**	**12.5**

RESOLUTION NO. R-81-16

A RESOLUTION RECINDING RESOLUTION R-79-13 AND ENACTING NEW PRELIMNIARY CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR WORK ON THE MIA-36-11.34 BRIDGE OVER THE GREAT MIAMI RIVER WITHIN THE CITY OF PIQUA

WHEREAS, by Resolution No. R-79-13 passed May 21, 2013 this Commission entered into an agreement with the Ohio Department of Transportation for the overlay of the bridge deck with LMC (latex modified concrete) using hydrodemolition, reface/patch parapet, seal median joint, refurbish & reset abutment bearings, various structural steel repairs, and other various bridge items, Bridge No. MIA-36-11.34, Structural File Number 55000095, and to provide a separated bikepath connecting the Great Miami River Trail to Centre Court/Scott Drive within the City of Piqua, Miami County, Ohio; and

WHEREAS, the Ohio Department of Transportation has since revised the scope of the project to include the construction of a retaining wall to be paid at 50% of the City's expense and is requesting that the City of Piqua rescind Resolution R-79-13 and enact new legislation approving the project with the revised cost and scope of work; and

WHEREAS, the Ohio Department of Transportation is requesting new preliminary legislation for the rehabilitation of a structure located on US Route 36 approximately 0.44 miles west of the junction of Interstate Route 75, City of Piqua, Miami County, Ohio.

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

This project includes the overlay of the bridge deck with LCM (latex modified concrete) using hydrodemolition, reface/patch parapet, seal median joint, refurbish & reset abutment bearings, various structural steel repairs and various bridge items on bridge number MIA-36-11.34, Structural File Number 5500095. Provide a separated bikepath connecting the Great Miami River Trail to Centre Court/Scott Drive. Also install a retaining wall within the City of Piqua, Miami County, Ohio. Said project is further identified as **MIA US 36 11.34**.

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

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

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

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

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

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

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

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

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

SEC. 5: Maintenance

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

SEC. 6: Authority to Sign

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

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

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Item # 5

Commission Agenda Staff Report

MEETING DATE	June 21, 2016			
REPORT TITLE (Should match resolution/ordinance title)	Resolution rescinding Resolution R-79-13 and enacting new Preliminary Consent Legislation with the Ohio Department of Transportation (ODOT) for work on the MIA-36-11.34 bridge over the Great Miami River within the City of Piqua.			
SUBMITTED BY	Name & Title: Amy Havenar, City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
APPROVALS/REVIEWS	☒City Manager		☐Asst. City Manager/Finance	
	☐Asst. City Manager/Development		☐Law Director	
	☐Department Director;		☐Other:	
BACKGROUND (Includes description, background, and justification)	On May 21, 2013, the City Commission passed Resolution R-79-13 to allow for the programming of the improvements to the MIA-36-11.34 bridge by ODOT. The project includes the overlaying of the bridge deck, reface/patch parapet, seal median joint, refurbish & reset abutment bearings, various structural steel repairs and various bridge items for the structure located on US Route 36 over the Great Miami River. The project will also include a separated multi-use path connecting the Great Miami River Recreational Trail to Centre Court/Scott Drive. During the design process, ODOT was proposing to eliminate the exclusive east bound right turn lane leading into Centre Court. After discussions with ODOT, they were informed that this was not acceptable to the City to eliminate this turn lane. Therefore, the construction of a retaining wall will be necessary to accommodate the new cross section through this area. Due to the change in the project scope with the addition of a retaining wall on the south side of US Route 36, west of Centre Court, ODOT is requesting that the City rescind the previous resolution (R-79-13) and approve the current resolution.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0		
	Expenditure $:	$0 for this Legislation		
	Source of Funds:			
	Narrative:	The City will be responsible for paying for 50% of the cost of the retaining wall construction. As of now, the estimated cost to the City will be approximately $120,000. This cost will be budgeted for in the 2018 budget.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution to allow the Director of Transportation to complete the bridge rehabilitation project.		

	2.	Do not approve the Resolution and therefore ODOT will not be able complete the bridge rehabilitation project.
PROJECT TIMELINE	This project is scheduled for construction in 2018.	
STAFF RECOMMENDATION	Approve the resolution to allow for ODOT to complete the bridge rehabilitation project.	
ATTACHMENTS		

RESOLUTION NO. R-82-16

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF A PORTION OF PARCEL N44-100120 ON COVINGTON AVENUE TO B (GENERAL BUSINESS)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of a portion of parcel N44-100120 to B (General Business); 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 Code of Ordinances 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: Upon the replat of the subject portion of Parcel N44-100120 the zoning designation of B (General Business) 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 B (General Business) for the subject portion of Parcel N44-100120, 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

Item #6

Commission Agenda
Staff Report

MEETING DATE	June 14, 2016			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF A PORTION OF PARCEL N44-100120 ON COVINGTON AVENUE TO B (GENERAL BUSINESS)			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
APPROVALS/REVIEWS	☒City Manager		☐Asst. City Manager/Finance	
	☒Asst. City Manager/Development		☐Law Director	
	☒Department Director		☒Planning Commission	
BACKGROUND (Description, background, justification)	This item was presented to the Planning Commission in response to a petition requesting a change to the zoning designation of a portion of the subject property location. Currently the subject property is zoned I-2 Heavy Industrial and is located adjacent to property zoned B General Business. The Planning Commission held a public hearing concerning this item on June 14, 2016. At the hearing the Planning Commission heard from the property owner representative 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 a B (General Business) zoning designation for this location.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	0		
	Expenditure $:	0		
	Source of Funds:	N/A		
	Narrative:			
OPTIONS (Include deny /approval option)	1.	Adopt the 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.		

PROJECT TIMELINE	June 14, 2016 – Planning Commission June 21, 2016 – City Commission
STAFF RECOMMENDATION	Approve the proposed amendment.
ATTACHMENTS	Resolution, Planning Commission Supporting Documents

RESOLUTION No. PC 12-16

WHEREAS, Jason Horowitz, GBT Realty Corporation, applicant for the subject property in the City of Piqua, Ohio, has submitted a request to change the zoning designation of a portion of parcel N44-100120, from I-2 (Heavy Industrial)to B (General Business) for a proposed retail store, and,

WHEREAS, Section 154.141 (B) Amendment: right of petition, referral to Planning Commission of the Piqua Code of Ordinances provides the procedure for considering this request,

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. Spoltman 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. Shear, and the voting record on this motion is herby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	☒	☐	☐	☐
Ms. Cindy Pearson	☒	☐	☐	☐
Mr. Stu Shear	☒	☐	☐	☐
Mr. Gary Koenig	☒	☐	☐	☐
Mr. Mark Spoltman	☒	☐	☐	☐

CITY OF PIQUA, OHIO

Application for Zoning Change

1. Applicant's Name Jason Horowitz, GBT Realty Corporation Phone 615-370-0670

   Applicant's Address 9010 Overlook Blvd. Brentwood, TN 37207

2. Owner's Name Evenflo Comapny, Inc. c/o Joe Calabrese Phone 937-415-3362

   Owner's Address 225 Byers Road, Miamisburg, OH 45342

3. Type of legal interest held by applicant Purcahse agreement to buy property

4. Location of Rezoning request

   A. Legal description (Inlot No. or attach legal description) Parcel # N44-100120, 2.0 acres
   B. Address TBD

5. Existing zoning I-2 Heavy Industrial

6. Existing usage Vacant

7. Proposed zoning B-General Business

8. Proposed usage Retail Store

9. Is this "Request for Zoning" contingent upon annexation? Y ____ N X

10. Describe the reason for the requested rezoning: For the development of a 9,100 square foot retail store

11. Has a Rezoning Request for this location been made before? Y ____ N x
    If yes, give date of previous application ____

12. No. of site plans submitted (16 required UNLESS waived) 16

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 [signature] Date 5-11-16

Signature of Owner [signature] Date 5-10-16
V.P. of operations

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

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

~~$50.00~~ 100.00 Fee paid ____ Date fee paid ____

Receipt no. ____ P.C. Res. no. 12-16

[SELLER AUTHORIZATION LETTER]

Franklin Land Associates, L.L.C.
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, Tennessee 37027
Attention: Austin Rogers

Re: Authorization for Submittals in Piqua, OH, for real property located at parcel number N44-100120 ("Property"), currently owned by Evenflo Company Inc ("Owner")

To whom it may concern:

As the current owner of real property described above, Owner hereby authorizes Franklin Land Associates, L.L.C., and its successors and assigns, to act on Owner's behalf to request and apply for all city, county, and state approvals necessary for the intended development of the Property, including, without limitation, submissions for rezoning, platting, and site, building, and utility permit applications.

Owner:

EVENFLO COMPANY INC

By: William Boos
Its: EVP, G.C. & Corp Secretary
Date: May 2, 2016

GRESHAM
SMITH AND
PARTNERS

May 11, 2016

Mr. Chris Schmiesing
City of Piqua
Planning & Zoning Department
201 W. Water Street
Piqua, OH 45356

Subject: **Request for Zoning Change**
Proposed Retail Store
Covington Avenue
Piqua, Ohio
GS&P Project No. 40788.72

Dear Mr. Schmiesing:

This letter is in reference to property Evenflo Company, Inc. owns on the north side of Covington Avenue. We would like to request consideration to rezone 2.0 acres, a portion of Lots 304 and 305, of Parcel N44-100120 from I-2 Heavy Industrial to B-General Business for the development of a 9,100 square foot retail store.

The automotive parts store west of the subject property is zoned B-General Business and the remaining portion of Evenflo Company property will remain I-2 Heavy Industrial.

Please contact me at (615) 770-8204 if you have any questions.

Sincerely,

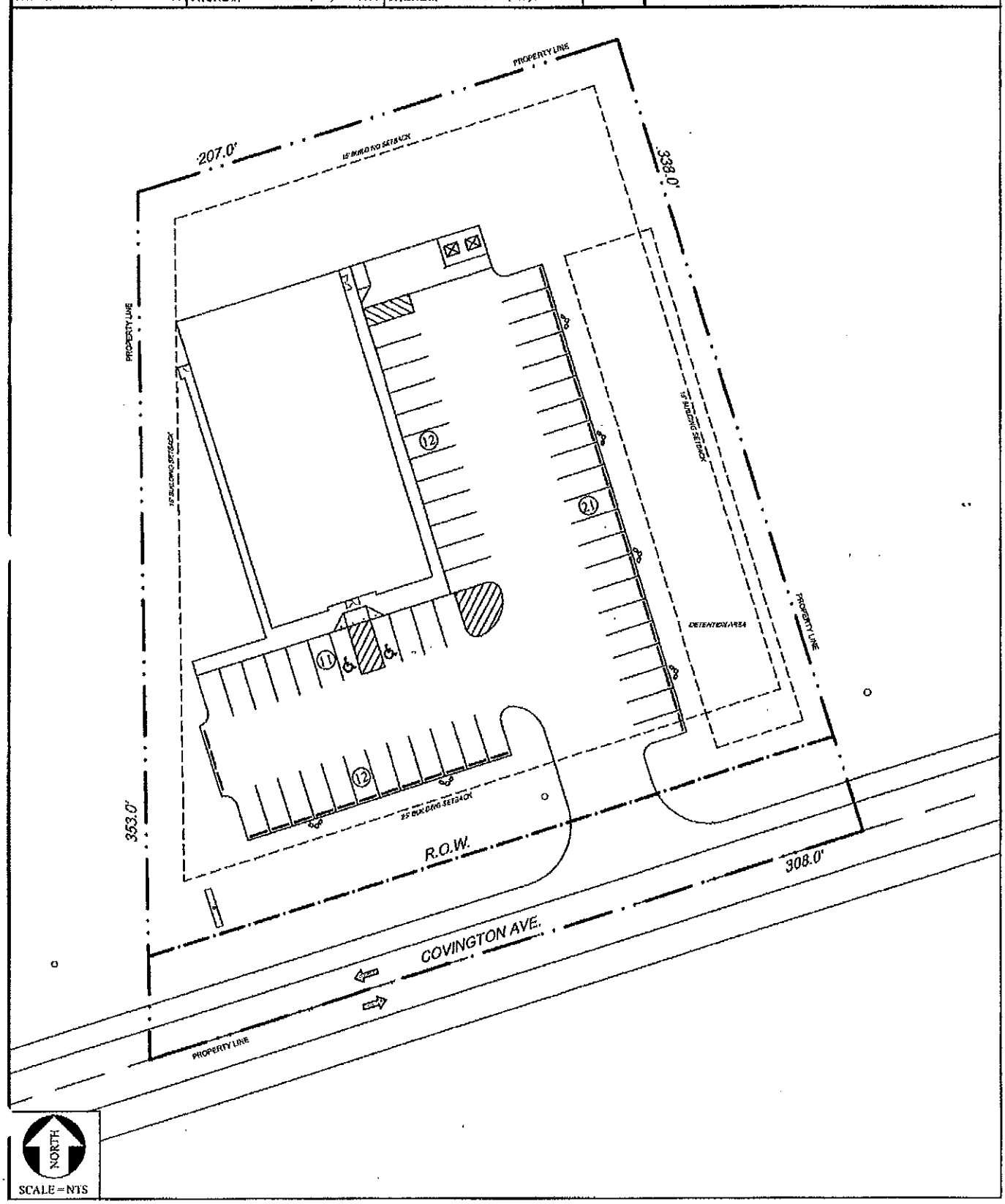
Joe Johnston

Joe Johnston
Senior Associate
Land Planning and Design Services

crs

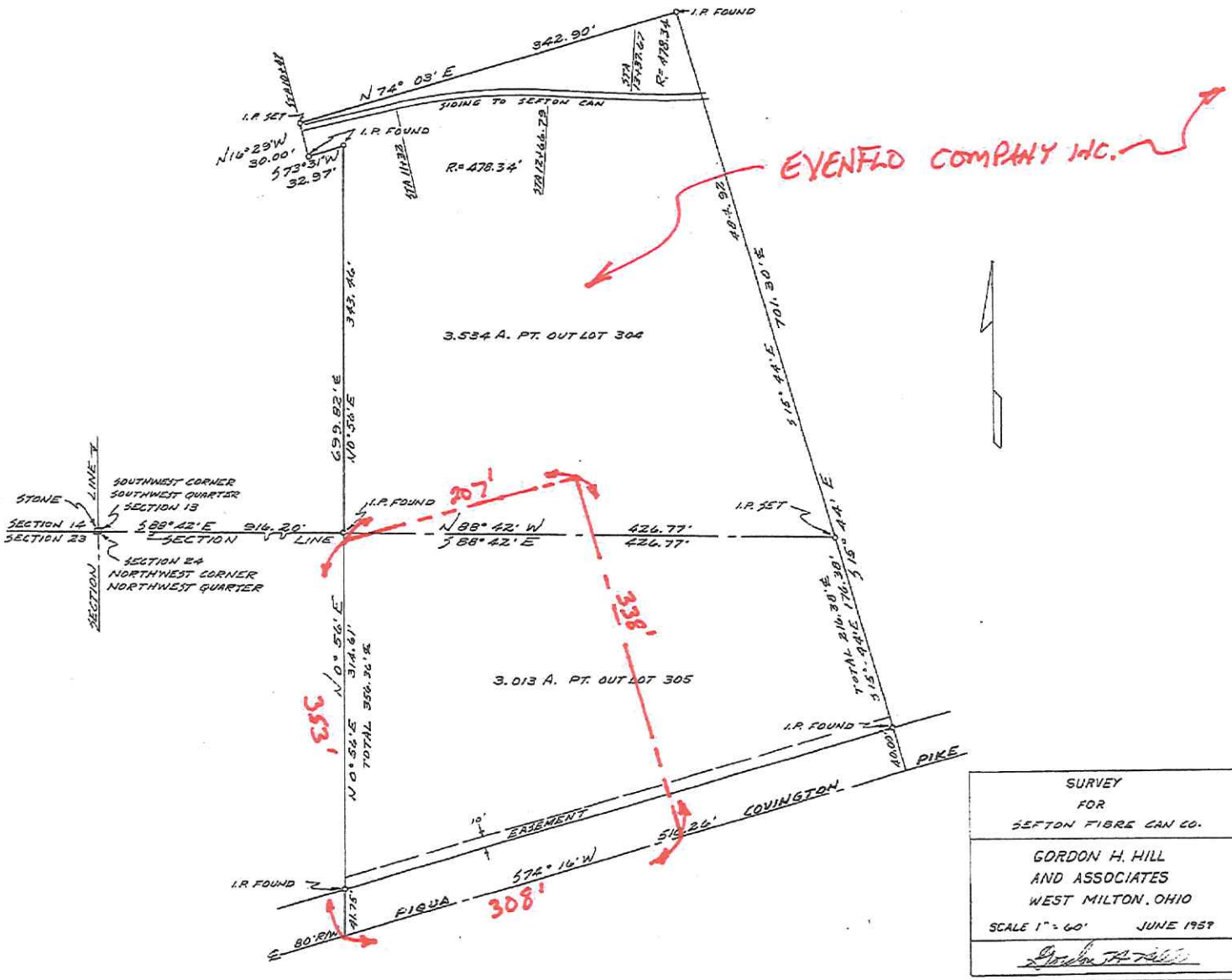
Attachments:
- Application for Zone Change
- Boundary Exhibits
- Site Plan
- Application Fee
- Zoning Map
- Agent Authorization Letter

PRELIMINARY SITE PLAN		PIQUA, OHIO Convington Ave Near Robert M Davis Pkwy		
PROTOTYPE:	B	DEVELOPER	DESIGNER	DATE
BLDG/SALES SF:	9,100 / 7,220	COMPANY: GBT Realty Corp.	COMPANY: GBT Realty Corp.	04-06-16
ACREAGE:	2.00	NAME: Austin Rogers	NAME: Greg Glaser	
PARKING SPACES:	56	PHONE #: (615) 370-0670	PHONE #: (615) 370-0670	



CITY OF PIQUA

PLAT NO. 7 VOLUME NO. 7A
MIAMI COUNTY ENGR.'S RECORD OF LOT SURVEYS



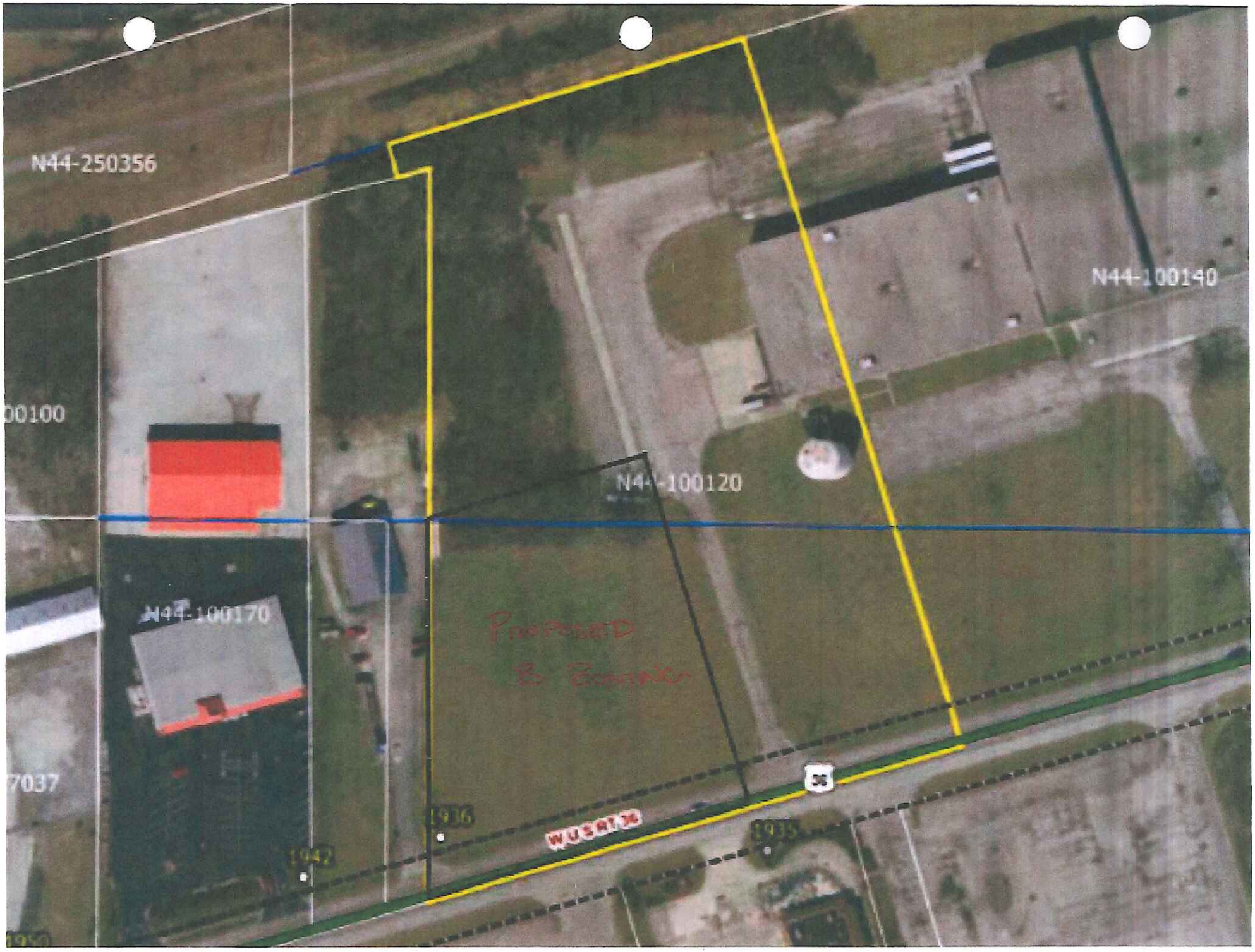
SURVEY
FOR
SEFTON FIBRE CAN CO.

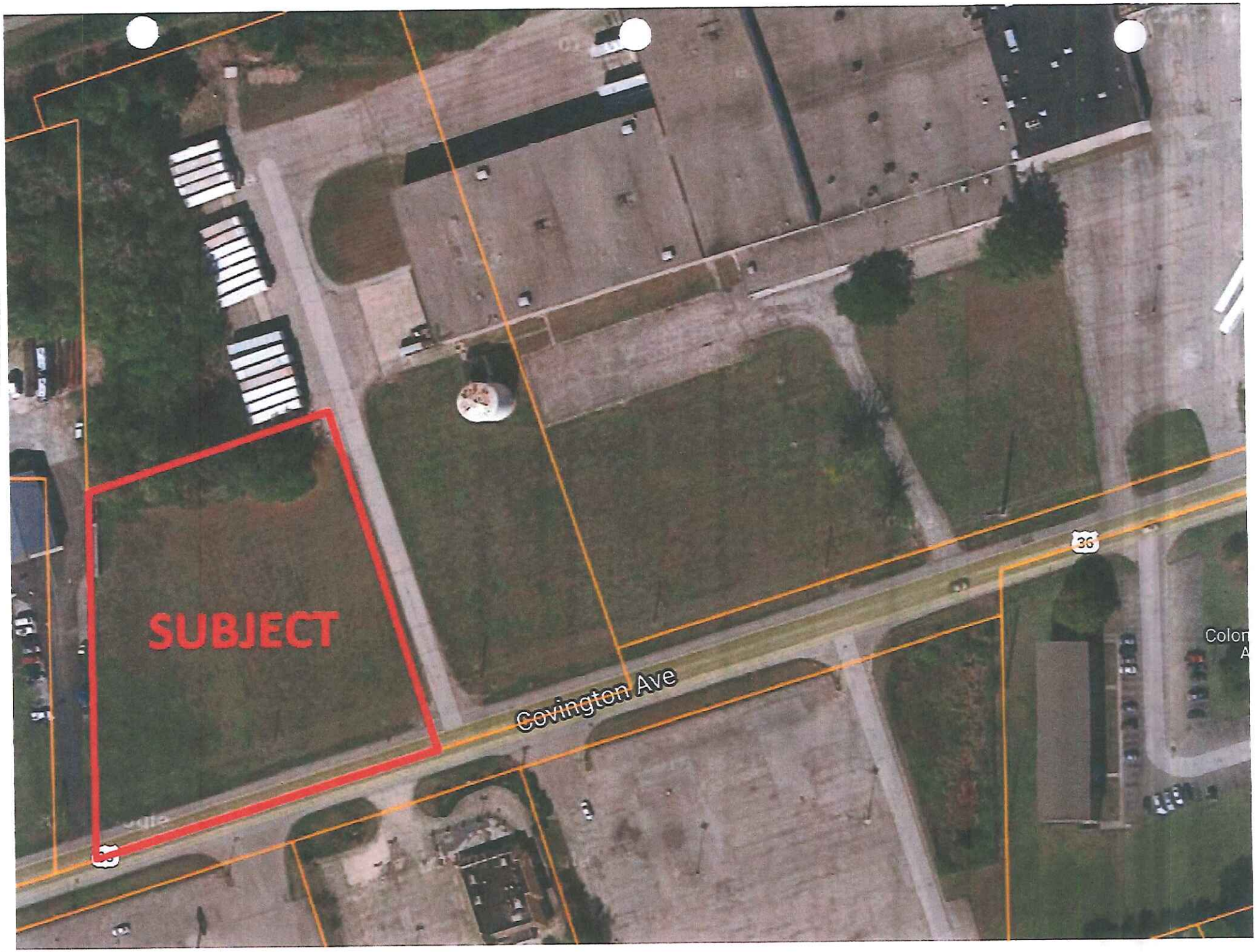
GORDON H. HILL
AND ASSOCIATES
WEST MILTON, OHIO

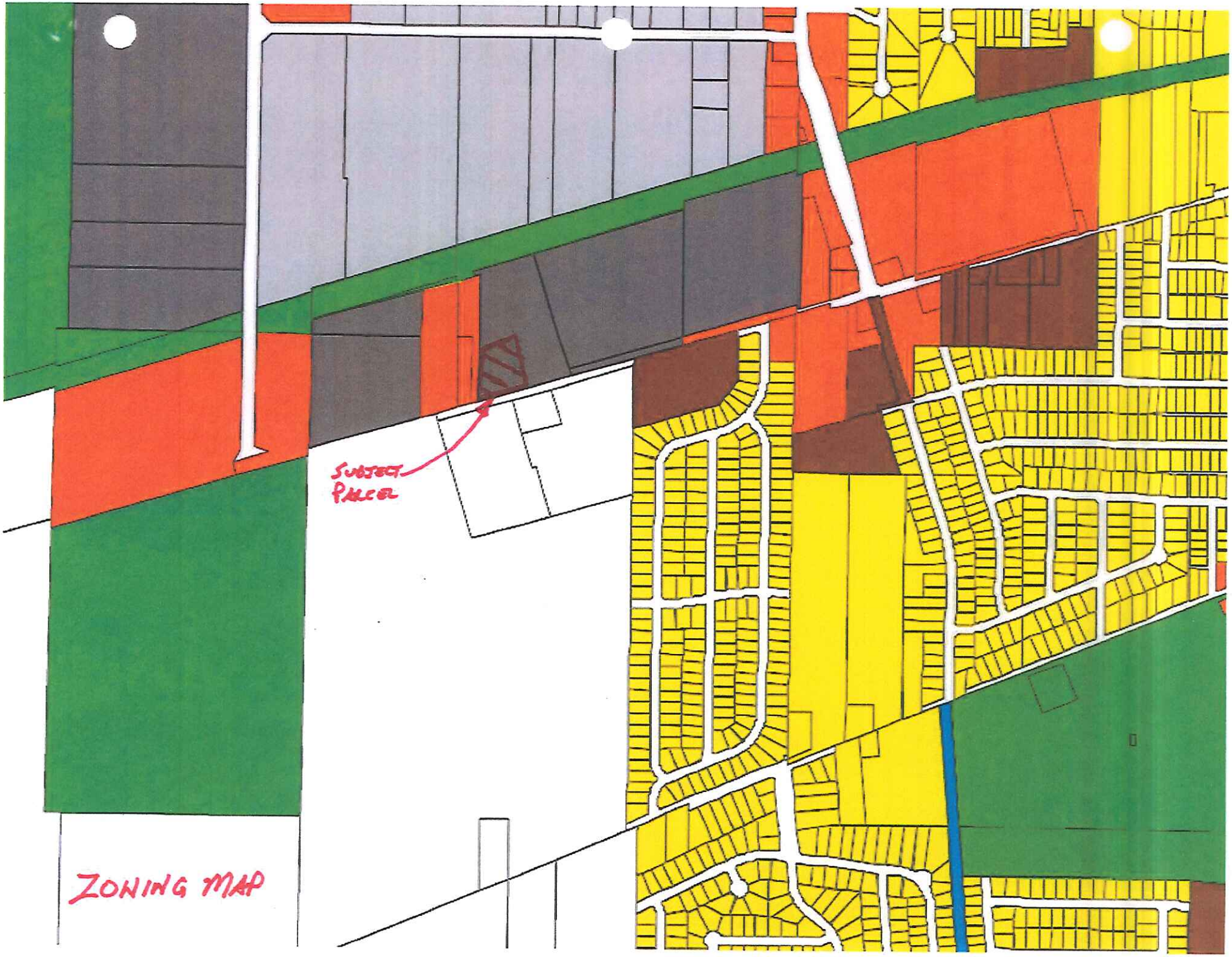
SCALE 1" = 60' JUNE 1959

Gordon H. Hill

BOUNDARY EXHIBIT


N44-250356
N44-100140
00100
N44-100120
N44-100170
Proposed
B. Boundary
7037
1936
1942
1935
36


SUBJECT
Covington Ave
36


SUBJECT PARCEL
ZONING MAP

RESOLUTION NO. R-83-16

A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PARCELS N44-073960, N44-073970, AND N44-073980 ON N. COUNTY ROAD 25-A TO I-1 (LIGHT INDUSTRIAL)

WHEREAS, the Planning Commission has studied a proposed amendment to the zoning map to change the zoning designation of parcels N44-073960, N44-073970, and N44-073980 to I-1 (Light Industrial); and

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

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

WHEREAS, the City of Piqua Code of Ordinances 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 I-1 (Light Industrial) for parcels N44-073960, N44-073970, and N44-073980 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 I-1 (Light Industrial) for parcels N44-073960, N44-073970, and N44-073980, 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

Item #7

Commission Agenda
Staff Report

MEETING DATE	June 14, 2016			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING AN AMENDMENT TO ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PARCELS N44073960, N44073970, AND N44073980 ON N. COUNTY ROAD 25-A TO I-1 (LIGHT INDUSTRIAL)			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
APPROVALS/REVIEWS	☒City Manager		☐Asst. City Manager/Finance	
	☒Asst. City Manager/Development		☐Law Director	
	☒Department Director		☒Planning Commission	
BACKGROUND (Description, background, justification)	This item was presented to the Planning Commission in response to a petition requesting a change to the zoning designation of the subject property. Currently the subject property is zoned I-2 Heavy Industrial and is located adjacent to property zoned I-1 Light Industrial. A single end user occupies the subject parcels and the parcels to the west and intends to replat all of the lots into one parcel. Amending the zoning to reflect a single zoning designation for the entire tract will eliminate having a single parcel with two separate zoning designations that bisect the lot. The Planning Commission held a public hearing concerning this item on June 14, 2016. At the hearing the Planning Commission heard from the property owner representative 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 I-1 (Light Industrial) zoning designation for this location.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	0		
	Expenditure $:	0		
	Source of Funds:	N/A		
	Narrative:			
OPTIONS	1.	Adopt the resolution and approve the proposed change the zoning		

(Include deny /approval option)		designation of the subject property.
	2.	Defeat the resolution and deny the proposed to change the zoning designation of the subject lot.
PROJECT TIMELINE	June 14, 2016 – Planning Commission June 21, 2016 – City Commission	
STAFF RECOMMENDATION	Approve the proposed amendment.	
ATTACHMENTS	Resolution, Planning Commission Supporting Documents	

RESOLUTION No. PC 13-16

WHEREAS, Allen Bertke, applicant, on behalf of Shertel Company, Jim Sherry owner of the subject properties located at 8645 N. County Road 25-A in the City of Piqua, Ohio, has submitted a request to change the zoning designation of lots 7439, 7440, 7441, from I-2 (Heavy Industrial)to I-1 (Light Industrial) for a proposed Car Dealership and,

WHEREAS, Section 154.141 (B) Amendment: right of petition, referral to Planning Commission of the Piqua Code of Ordinances provides the procedure for considering this request,

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. Koenig 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 Mrs Pearson, and the voting record on this motion is herby recorded as follows.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	☒	☐	☐	☐
Ms. Cindy Pearson	☒	☐	☐	☐
Mr. Stu Shear	☒	☐	☐	☐
Mr. Gary Koenig	☒	☐	☐	☐
Mr. Mark Spoltman	☒	☐	☐	☐

CITY OF PIQUA, OHIO

Application for Zoning Change

1. Applicant's Name Allen Bertke Phone 937-497-0200

   Applicant's Address 440 E. Hoewisher Rd. Sidney, OH 45365

2. Owner's Name SHertel Company - Jim Sherry Phone _____

   Owner's Address 8645 N. County Rd 25A Piqua, OH 45356

3. Type of legal interest held by applicant None

4. Location of Rezoning request

   A. Legal description (Inlot No. or attach legal description) Lots [redacted], [redacted], 7439, 7440, & 7441
   B. Address 8645 N. County Rd. 25A Piqua, OH 45365

5. Existing zoning Heavy Industrial

6. Existing usage Car dealership

7. Proposed zoning Light Industrial

8. Proposed usage Car dealership

9. Is this "Request for Zoning" contingent upon annexation? Y ____ N X

10. Describe the reason for the requested rezoning: Lot consolidation of 2 different zones.

11. Has a Rezoning Request for this location been made before? Y ____ N X
    If yes, give date of previous application _____

12. No. of site plans submitted (16 required UNLESS waived) 0

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 _____ Date _____

Signature of Owner _____ Date _____

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

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

~~$50.00~~ 100.00 Fee paid _____ Date fee paid _____

Receipt no. _____ P.C. Res. no. 13-16

SURVEY REFERENCES
LAND SURVEY 14, PAGE 95
LAND SURVEY 6, PAGE 162
LOT SURVEY 22, PAGE 73
REC. P.B. 21, PG. 102A

SHERRY REPLAT

25 SECTION | PIQUA CITY | MIAMI, OHIO COUNTY

VOLUME _____, PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS

LEGEND

5/8" X 30" REBAR W/CAP SET
IRON PIN FOUND
MAG NAIL SET
MONUMENT BOX W/IP FOUND

FEE $_____

_____ MIAMI COUNTY RECORDER _____ BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR
APPROVED AND TRANSFERRED _____, 20__.

_____ MIAMI COUNTY AUDITOR _____ BY DEPUTY AUDITOR

CITY OF PIQUA APPROVAL

THIS REPLAT WAS REVIEWED AND APPROVED BY ME THIS ___ DAY OF _____, 20__.

_____
CHRISTOPHER W. SCHMIESING
CITY OF PIQUA PLANNER

PLAT AUTHORIZATION AND DEDICATION

SHERTEL COMPANY, THE OWNERS OF THE LAND INCLUDED WITHIN THIS PLAT HAVE CAUSED THE AREA LOCATED IN THE CITY OF PIQUA, OHIO ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN AS SHERRY REPLAT. FURTHERMORE, SHERTEL COMPANY, DEDICATE THE STREETS AND EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

BY: _____ ITS: _____
AUTHORIZED SIGNATURE TITLE

STATE OF OHIO
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___, DAY OF _____, 20__, BY SHERTEL COMPANY.

_____
NOTARY PUBLIC

CITY OF PIQUA PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF _____, 20___, THIS PLAT WAS REVIEWED AND APPROVED.

_____ PRESIDENT _____ SECRETARY

THE CITY COMMISSION OF THE CITY OF PIQUA

AT A MEETING OF THE CITY COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF _____, 20___, THIS PLAT WAS APPROVED BY ORDINANCE NO. _____.

_____ MAYOR _____ CLERK

THE BEARINGS ARE BASED ON NAD 83 CORS 2011 ADJUSTMENT, OHIO SOUTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=60'
0 30 60 120

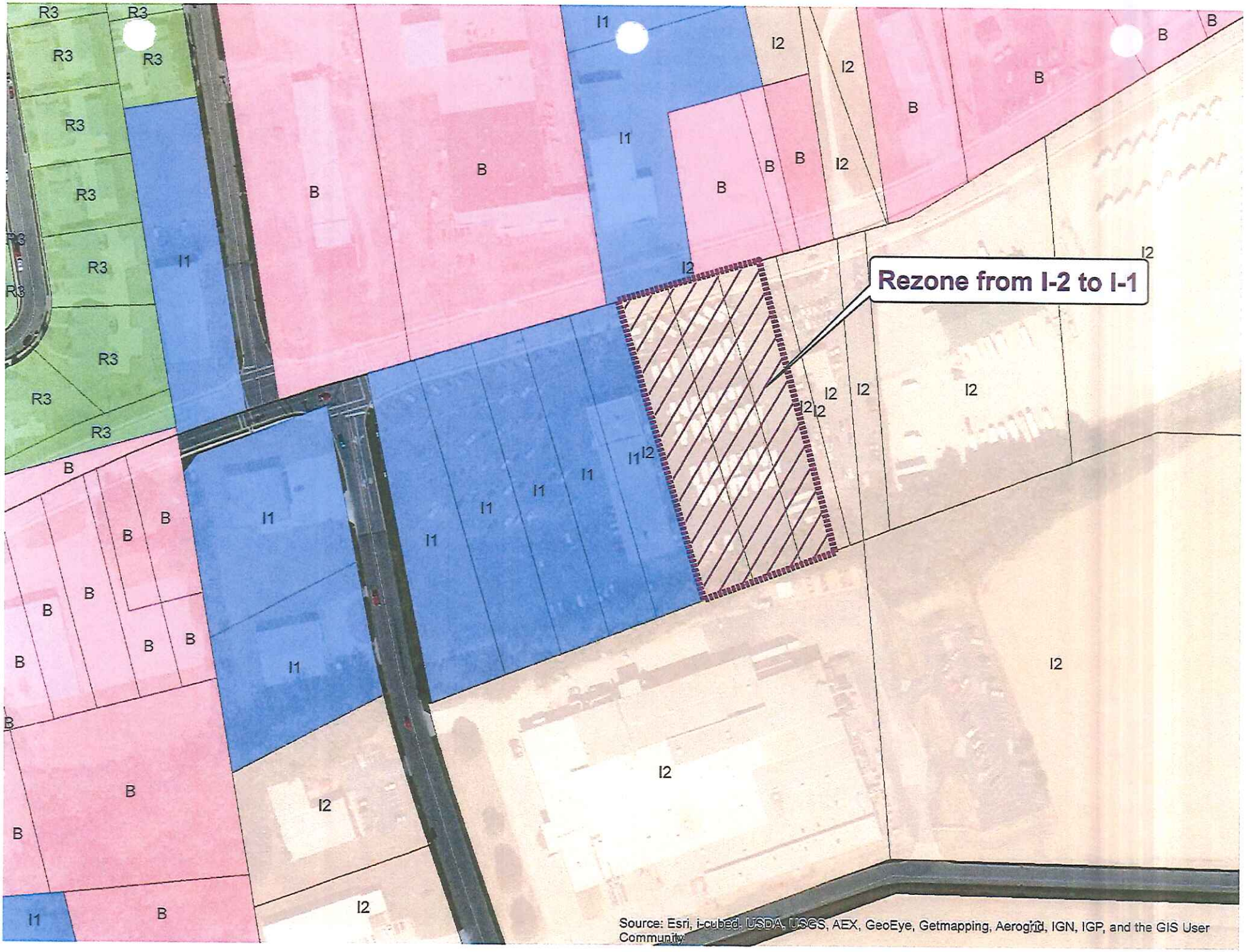
BEING A REPLAT OF INLOTS 7439, 7440, 7441, 7442, 7443, 7444, 7445, AND 7446 AND BEING OWNED BY SHERTEL COMPANY AS DESCRIBED IN DEED BOOK 692, PAGE 467, DEED BOOK 670, PAGE 533, DEED BOOK 698, PAGE 78, AND DEED BOOK 765, PAGE 118.

_____ ALLEN J. BERTKE, P.S. #8629 _____ DATE

STATE OF OHIO
ALLEN J. BERTKE
8629
REGISTERED
PROFESSIONAL SURVEYOR

CHOICE ONE ENGINEERING
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.229.8534
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

DATE: 05-20-2016
DRAWN BY: RMF
JOB NUMBER: MIAP101604Plat
SHEET NUMBER 1 OF 1


Rezone from I-2 to I-1
R3
B
I1
I2
Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

RESOLUTION NO. R-84-16

A RESOLUTION AUTHORIZING A REPLAT OF PARCELS N44-074030, N44-074020, N44-074010, N44-074000, N44-073990, N44-073960, N44-073970, AND N44-073980 ON N. COUNTY ROAD 25-A

WHEREAS, the Planning Commission has studied a proposed replat of Parcels N44-074030, N44-074020, N44-074010, N44-074000, N44-073990, N44-073960, N44-073970, and N44-073980 into a single parcel; 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 Code of Ordinances Section 151.34 requires a replat recommended for approval by the Planning Commission to be referred to the City Commission for final acceptance; and

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

SEC. 1: The replat of Parcels N44-074030, N44-074020, N44-074010, N44-074000, N44-073990, N44-073960, N44-073970, and N44-073980 into a single parcel is hereby approved.

SEC. 2: The City Planner is hereby authorized to approve the Replat Survey combining Parcels N44-074030, N44-074020, N44-074010, N44-074000, N44-073990, N44-073960, N44-073970, and N44-073980 into a single parcel.

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

Item 8

Commission Agenda
Staff Report

MEETING DATE	June 14, 2016			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING A REPLAT OF PARCELS N44074030, N44074020, N44074010, N44074000, N44073990, N44073960, N44073970, AND N44073980 ON N. COUNTY ROAD 25-A			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
APPROVALS/REVIEWS	☒City Manager		☐Asst. City Manager/Finance	
	☒Asst. City Manager/Development		☐Law Director	
	☒Department Director		☒Planning Commission	
BACKGROUND (Description, background, justification)	This item was presented to the Planning Commission in response to a replat to combine the subject parcels into a single parcel. Currently a single end user occupies the subject parcels and improvements extend across all of the lots. Replatting the lots to be a single parcel record will eliminate nonstandard zoning conditions related to the setback and use of the improvements found at this location. The Planning Commission held a public hearing concerning this item on June 14, 2016. At the hearing the Planning Commission heard from the property owner representative in support of this request. No one was present to speak against this item. With reference to the Subdivision Code and the City of Piqua Comprehensive Plan and the Development and Conservation Map and citing the characteristics of the improvements and the use at this location, the Planning Commission recommended approval of the proposed replat survey.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	0		
	Expenditure $:	0		
	Source of Funds:	N/A		
	Narrative:			
OPTIONS (Include deny /approval option)	1.	Adopt the resolution and approve the proposed replat of the subject property.		

	2.	Defeat the resolution and deny the proposed replat of the subject property.
PROJECT TIMELINE	June 14, 2016 – Planning Commission June 21, 2016 – City Commission	
STAFF RECOMMENDATION	Approve the proposed amendment.	
ATTACHMENTS	Resolution, Planning Commission Supporting Documents	

RESOLUTION No. PC 14-16

WHEREAS, Jim Sherry, Shertel Company owner of the subject parcels located in the City of Piqua, located on 8645 N. County Road 25-A has submitted a request to replat certain platted lots, and,

WHEREAS, Section 151.34 of the Piqua Code of Ordinance provides the procedure for considering a request to plat lots; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the proposed replat of the subject lots satisfy the subdivision standards of Chapter 151;

NOW THEREFORE BE IT RESOLVED, board member Mr. Shear 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 herby recorded as follows.

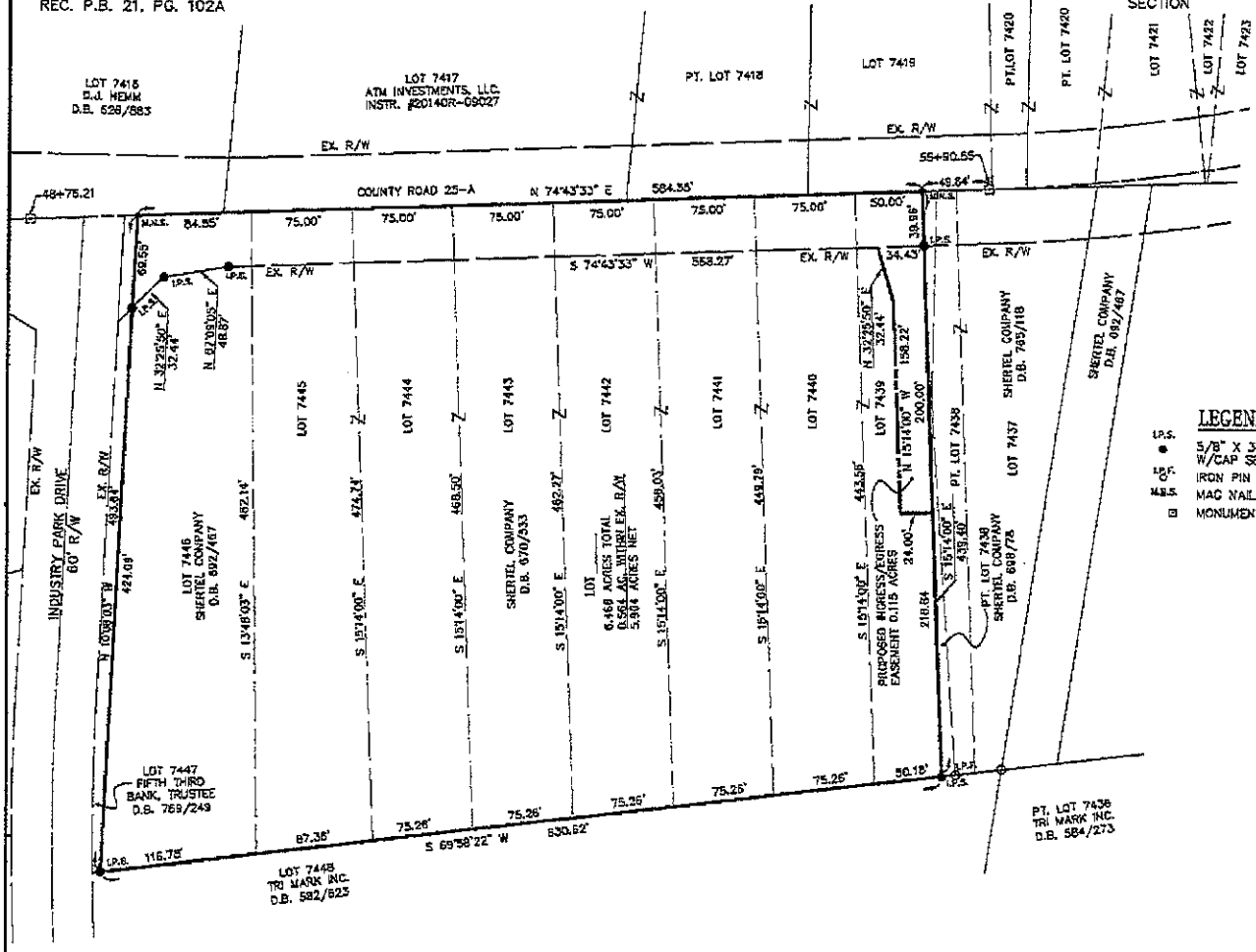
	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	☒	☐	☐	☐
Mrs. Cindy Pearson	☒	☐	☐	☐
Mr. Stu Shear	☒	☐	☐	☐
Ms. Gary Koenig	☒	☐	☐	☐
Mr. Mark Spoltman	☒	☐	☐	☐

SURVEY REFERENCES
LAND SURVEY 14, PAGE 95
LAND SURVEY 6, PAGE 162
LOT SURVEY 22, PAGE 73
REC. P.B. 21, PG. 102A

SHERRY REPLAT

25 SECTION | PIQUA CITY | MIAMI, OHIO COUNTY

VOLUME _____ PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS



FEE $_____

MIAMI COUNTY RECORDER _____ BY DEPUTY RECORDER _____

MIAMI COUNTY AUDITOR
APPROVED AND TRANSFERRED _____, 20___

MIAMI COUNTY AUDITOR _____ BY DEPUTY AUDITOR _____

LEGEND

- I.P.S. ● 5/8" X 30" REBAR W/CAP SET
- I.P.F. ○ IRON PIN FOUND
- M.B.S. MAG NAIL SET
- ⊡ MONUMENT BOX W/IP FOUND

CITY OF PIQUA APPROVAL

THIS REPLAT WAS REVIEWED AND APPROVED BY ME THIS ___ DAY OF _____, 20___.

_____
CHRISTOPHER W. SCHMIESING
CITY OF PIQUA PLANNER

PLAT AUTHORIZATION AND DEDICATION

SHERTEL COMPANY, THE OWNERS OF THE LAND INCLUDED WITHIN THIS PLAT HAVE CAUSED THE AREA LOCATED IN THE CITY OF PIQUA, OHIO ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN AS SHERRY REPLAT. FURTHERMORE, SHERTEL COMPANY, DEDICATE THE STREETS AND EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

BY: _____ ITS: _____
AUTHORIZED SIGNATURE TITLE

STATE OF OHIO
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___, BY SHERTEL COMPANY.

_____
NOTARY PUBLIC

CITY OF PIQUA PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF _____, 20___, THIS PLAT WAS REVIEWED AND APPROVED.

_____ PRESIDENT _____ SECRETARY

THE CITY COMMISSION OF THE CITY OF PIQUA

AT A MEETING OF THE CITY COMMISSION OF THE CITY OF PIQUA, OHIO, HELD THIS _____ DAY OF _____, 20___, THIS PLAT WAS APPROVED BY ORDINANCE NO. _____.

_____ MAYOR _____ CLERK

THE BEARINGS ARE BASED ON NAD 83 CORS 2011 ADJUSTMENT, OHIO SOUTH ZONE, ODOT VRS CORS NETWORK

SCALE: 1"=60'
0 30 60 120

BEING A REPLAT OF INLOTS 7439, 7440, 7441, 7442, 7443, 7444, 7445, AND 7446 AND BEING OWNED BY SHERTEL COMPANY AS DESCRIBED IN DEED BOOK 692, PAGE 467, DEED BOOK 670, PAGE 533, DEED BOOK 698, PAGE 75, AND DEED BOOK 765, PAGE 118.

_____ ALLEN J. BERTKE, P.S. #8629 _____ DATE

STATE OF OHIO
ALLEN J. BERTKE
8629
REGISTERED
PROFESSIONAL SURVEYOR

CHOICE ONE ENGINEERING
SIDNEY, OHIO 937.497.2008
LOVELAND, OHIO 513.239.5554
PORTLAND, INDIANA 260.766.2509
www.CHOICEONEENGINEERING.com

DATE:	05-20-2016
DRAWN BY:	RMF
JOB NUMBER:	MIAPIQ1604Plat
SHEET NUMBER	1 OF 1

RESOLUTION NO. R- 85-16

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH 292 DESIGN GROUP FOR THE COMMUNITY CENTER CAMPUS FEASIBILITY PLAN

WHEREAS, the City engaged citizens and community stakeholders in the preparation of the Historic East Piqua Master Plan document, which advances a vision for redevelopment of the area bordered by Harrison Street, Ash Street, and the Great Miami River, including but not limited to the property currently owned by the State of Ohio and occupied by an Ohio National Guard facility, and property currently owned by the Piqua City Schools Board of Education (BOE) and occupied by Wertz Stadium and Roosevelt Fieldhouse; and

WHEREAS, the vision for redevelopment proposes the construction of facilities to service community recreation, health, wellness, education, safety, and economic interests in a campus setting (herein the "Project"); and

WHEREAS, The Adjutant General, City of Piqua, Piqua City Schools Board of Education, Miami County YMCA, and Edison State Community College have stated a desire to complete the due diligence necessary to determine the feasibility and scope of the partnerships and construction necessary to the Project; and

WHEREAS, The Adjutant General, City of Piqua, Piqua City Schools Board of Education, Miami County YMCA, and Edison State Community College will share equally in the cost to complete a Community Center Campus Feasibility Plan, up to a maximum contribution of $5,900 from each entity, with a total not to exceed cost of $29,500; and

WHEREAS, the City agrees to serve as the lead agency in the procurement of professional services necessary to complete the Plan; and,

WHEREAS, the City requested proposals for the professional services to complete the due diligence necessary to determine the feasibility and scope of the Project; and

WHEREAS, three proposals form qualified consultants were received and evaluated by representatives of the Adjutant General, City of Piqua, Piqua City Schools Board of Education, Miami County YMCA, and Edison State Community College and 292 Design Group was identified as the consultant most qualified to provide the professional services necessary to complete the Plan; and

WHEREAS, 292 Design Group has provided a workplan and quote appropriate to the Project scope and the total amount of the professional services agreement necessitates City Commission authorization; and,

WHEREAS, the budget includes the funds necessary for the professional services required for this work.

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

SEC. 1: The City Manager is authorized to enter into a contract with 292 Design Group to provide the professional services necessary for the Community Center Campus Feasibility Plan.

SEC. 2: The total cost of the services is not to exceed $29,500 and City is authorized to pay the $29,500 in its entirety and receive reimbursement from the Adjutant General, Piqua City Schools Board of Education, Miami County YMCA, and Edison State Community College.

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

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

_____
KATHRYN B. HINDS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

Commission Agenda Staff Report

Item #9

MEETING DATE	June 13, 2016			
REPORT TITLE (Match resolution/ordinance title)	A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH 292 DESIGN GROUP FOR THE COMMUNITY CENTER CAMPUS FEASIBILITY PLAN			
SUBMITTED BY	Chris Schmiesing, City Planner			
	Development Department			
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
APPROVALS/REVIEWS	☒City Manager		☒Asst. City Manager/Finance	
	☒Asst. City Manager/Development		☒Law Director	
	☒City Planner		☐Planning Commission	
BACKGROUND (Description, background, justification)	The City engaged citizens and community stakeholders in the preparation of the Historic East Piqua Master Plan document, which advances a vision for a Community Recreation Center near Wertz Stadium and Roosevelt Fieldhouse. Conversations with the Ohio National Guard, Miami County YMCA, Piqua City Schools, Edison State Community College, and others, have identified interests in further exploring the viability of the opportunities envisioned by the Plan. The professional services necessary to complete a Feasibility Plan for the project will be funded equally by City of Piqua and the agencies identified, with each partner contributing $5,900 toward the study.			
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$29,500		
	Expenditure $:	$29,500 (City share is $5,900)		
	Source of Funds:	Planning Budget and Partner Funds		
	Narrative:	The completed study will produce the material required to understand the viability of the various aspects of the community center campus concept presented in the Historic East Piqua Master Plan.		
OPTIONS (Include deny /approval option)	1.	Adopt the resolution to authorize the study.		
	2.	Defeat the resolution and deny the study.		
PROJECT TIMELINE	July 2016 – Commence Study December 2016 – Complete Study			

COMMUNITY CENTER CAMPUS
PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement is hereby entered into between the City of Piqua, a municipal corporation in the State of Ohio ("City") and 292 Design Group ("Consultant") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to secure professional services for the Community Center Campus Feasibility Plan and has solicited for proposals in accordance with the laws of the City of Piqua; and

WHEREAS, 292 Design Group ("Consultant") submitted the preferred proposal as a result of the solicitation process, which included an interview; and

WHEREAS, the City of Piqua Commission passed Resolution No. ___-16 on June 21, 2016 authorizing an agreement to secure professional services to complete a Community Center Campus Feasibility Plan;

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the Work Plan and Schedule document included herewith as Exhibit 'A';

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

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."

2. Consultant: Consultant is 292 Design Group, which is the provided of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

292 Design Group agrees to perform the work as set forth in the attached Exhibit 'A' upon written authorization by the City of Piqua.

III. COMPENSATION

The City agrees to compensate Consultant for the performance of the work specified in this Agreement for a fee not to exceed Twenty-nine Thousand Five Hundred Dollars ($29,500). The total compensation authorized for this contract is a lump sum fee. No payment for additional services or reimbursable expenses will be provided without written approval of the same prior to the expense being incurred. Consultant will notify the City of any requests that are out of Scope and seek the City's approval for any increase in fees or expenses as a result of that out of Scope request.

IV. LAW AND TERMS OF AGREEMENT

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

2. Compliance With Laws and Policies:
This Agreement is subject to and Consultant shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

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

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

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

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

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

8. Insurance:
The Consultant, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts

of the Consultant or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

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

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

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

To the Consultant:
Mark S Wentzell
President
292 Design Group
3533 East Lake St.
Minneapolis, MN 55406

10. Independent Consultant:
The Consultant, his assigns, heirs, successors, employees and any and all sub consultants are independent Consultants and are not agents and/or employees of the City of Piqua.

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

12. Assignment:
This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Consultant.

13. Default:

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

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

15. Term:
The term of this Agreement shall be for the 6 month period beginning from the date of execution of this Agreement. Said term is non-renewing unless extended by mutual consent of both parties.

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

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

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

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

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

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

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

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

V. SIGNATURE

The parties enter into this Agreement this ____ day of _____, 2016, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA	CONSULTANT
_____	_____
Gary A. Huff City Manager	Mark S Wentzell President
Witness:	Witness:
_____	_____

Approved as to form:

_____
Stacy M. Wall, Law Director

Exhibit 'A'

Piqua Community Center Campus Feasibility Plan: WORKPLAN & SCHEDULE

The 292 team will execute the following workplan within the time frame described:

Project Kickoff
Estimated Meetings 1 / Week 1

The 292 team will meet with the City and the Project Partners to define the project objectives. Project decision-makers will be identified; a statement of goals and objectives will be prepared; and a schedule that identifies key milestone dates and agendas for meetings and presentations will be confirmed.

The 292 team will review all available data on current recreation activities in the city, all demographic and strategic plan documents the city has developed, the planning and study work in the Historic East Piqua Master Plan and any other information the city feels is relevant to the study. We will tour existing city facilities and the project area. We feel strongly that we need to know the Piqua community as thoroughly as possible.

Project Partners & Stakeholders Initial Meetings
Estimated Meetings 4 / Week 1

Partnering with other organizations has many benefits and most community centers form some kind of partnerships in the development and operations of their facilities. In Piqua, the City and the Project Partners have already started this process. The 292 team will facilitate meetings with all potential community center campus partners and stakeholders. These meetings will help to clarify sharing opportunities, financial involvement and long term commitments. Each partner will have its own goals and objectives to fit the mission of their organization; the 292 Design team will facilitate a process of developing relationships that are mutually beneficial and produce cost effective solutions for sharing in the proposed community center campus.

The private sector, which plays a large role in the community, will both enhance the potential for a successful community center campus and benefit from the City and Project Partner investment in the campus. Within the study process, time will be allotted for outreach to the business community to integrate their interests and perspective. The 292 team will facilitate discussions with representatives of the business community and help to identify how the business community can be involved in the community center campus and the revitalization of the Historic East Piqua neighborhood.

Community Engagement
Estimated Meetings 2 / Weeks 4 & 7

Engaging the public in the planning process builds understanding and support for the effort. Listening to the community helps to recognize the community's perception of city services and recreational opportunities and to learn which components the community desires — as well as their willingness to pay for potential new services.

Engagement processes differ for each community. 292 Design Group has developed varied community involvement processes and, in conjunction with the City and Project Partners, will develop a community engagement process tailored specifically to Piqua residents. Some of the engagement techniques we have used in other communities include:

- Open houses
- Large-scale community meetings
- Community workshops
- Design charrettes
- Events for children and young adults
- Afternoon coffees at the senior center
- Web-based comment pages

It is important that citizens and stakeholders feel comfortable in asking questions and expressing their opinions. Large community meetings are a common practice, but are not always the best format for gathering community input. We believe in meeting community residents in places where they feel comfortable and in formats where

they can provide input in a relaxed way. As in all parts of the study, the community engagement process must be carefully managed to insure there is fair and equitable input with reasonable outcomes.

Partners & Stakeholders Input Sessions

Estimated Meetings 6 / Weeks 4 - 8

The 292 team will assist the City and the Project Partners in conducting detailed stakeholder and partner meetings with entities including city staff and elected officials, the Ohio National Guard, Piqua City Schools, Miami County YMCA, Edison Community College, youth sports groups, adult sports groups, seniors, social service providers, the chamber of commerce, and other identified interested groups, organizations or businesses. These meetings will determine potential long-term relationships between the partners and the ongoing operations of the community center campus. The 292 team will assist the City in developing a structure for cost sharing arrangements between the partners. Potential cost sharing arrangements could include capital investment, long-term leases, operating cost sharing, program operations, or other approaches.

Demographic & Market Analysis

Estimated Meetings 1 / Weeks 4 - 8

The 292 team will conduct a demographic and market analysis of Piqua and adjacent communities. In this analysis, Ballard*King will identify service areas for the facility and analyze demographic characteristics of those service areas. In conjunction with this, Ballard*King will also analyze the recreation services/facilities market within the service area. Understanding the market for new community facilities is essential in program development. Market information will help determine who the typical users of the facility will be, how the proposed facility will fit within the existing community /market facilities, which components are desired, and what current trends and demands could affect potential facilities.

The demographic and market research will include:

- Service area identification
- Review of demographic characteristics/community profile
  - Population/age range/income
  - Businesses/schools
  - Trends
- Review and analysis of existing programs/services
  - Existing program statistics
  - Demand for programs/services
- Competitive market analysis
  - Identify similar facility type in the general area
  - Inventory program and services offered
  - Operational structure
  - Admission rates/attendance numbers
- Comparison with national, regional and local participation statistics
  - NSGA standards
  - Potential participation levels
- Community stakeholder meetings
  - Identify key community leaders, staff and project influence individuals
  - Conduct interviews to gain responses from these individuals/groups

- Compile, evaluate and interpret all information received

Facility Program Development

Estimated Meetings 1 / Weeks 5 - 8

After collecting partner, stakeholder and community input, the 292 team will prepare a written facility program. This program statement will outline the recommended components of the proposed community center campus. It will describe the amenities and use activities to be incorporated into the facilities and their specific space needs. It will also begin to establish the foundation for further project development. A draft of the facility program will be prepared for the City and the Project Partners to review and approve.

Site Analysis, Planning & Design

Estimated Meetings 1 / Weeks 5 - 8

The 292 team will establish a series of criteria to guide site development of the new community center campus in the East Piqua neighborhood. Site criteria will include issues such as location, ease of access, topography, relationship to the Great Miami River, buildable area, existing site amenities, adjacent development patterns, existing land uses, proximity to users, infrastructure, land acquisition cost, potential for flooding, possible reuse or demolition of existing project area buildings/facilities, streetscape and site improvements, redevelopment and/or demolition activities and construction costs, incidental operating expenses, etc. A matrix based on these criteria will be developed to validate proposed site concept plans. As the new community center campus will influence the Historic East Piqua neighborhood beyond any other potential development of the area, understanding and responding to site issues of the proposed center is critical.

Design Charrette

2-day Work Shop / Week 8

The 292 team will lead the community through an interactive design charrette which is one of the most informative steps in the design process. For this charrette, we bring our drawing and design tools, set up a temporary design studio and invite the City, Project Partners, project stakeholders and others to participate in a 2-day workshop.

The workshop begins with a morning brainstorming session to generate ideas, issues and priorities. After this session, the design team draws up facility schemes that respond to the ideas generated in the morning session. Later that afternoon, everyone gathers again to discuss the schemes. The subsequent feedback prompts new or refined ideas, and the design team develops another round of options on the following day. A second feedback discussion follows to review the revised option or options. The synergy gained from this collective effort results in a vision of what the new community center campus will become.

Conceptual Design

Estimated Meetings 1 / Weeks 9 - 12

The outcome from the charrette will be taken back to 292's office and refined into a final conceptual design. The concept plan will define the adjacencies and relationships between the various components of the project, explore the space requirements of each component, delineate the campus plan and its integration into the East Piqua neighborhood, and establish a potential campus image and the related development costs. Drawings to be delivered include:

- Historic East Piqua Neighborhood Plan (depiction of how elements of campus integrate into broader neighborhood)
- Community Center Campus Plan View (diagram illustrating the siting of campus buildings, redevelopment of existing structures, placement of parking, public spaces, people and vehicle facilities, and other site improvements).
- Community Center Campus Aerial Perspective (rendering indicating massing and character of the campus).

- Concept Floor Plans (block diagram of each campus building depicting general allowance of floor space for various programming/occupancies anticipated).

Operating Budget Analysis
Estimated Meetings 1 / Weeks 9 - 12

After completion of the facility program statement, Ballard*King will apply their Operational Performance Indicator Analysis (OPIA) to the proposed community center campus facility. The OPIA process is a time-tested process that Ballard*King has used to develop realistic operating budgets for community center campus facilities.

The operational analysis will address:

- Development of fee structure
  - Drop-in
  - Multiple admissions/annual passes
  - Rentals
- Sources of income
  - Identification and verification of revenue sources
- Operating cost projections
  - Develop a line item budget
  - Personnel by position
  - Contractual services
  - Commodities
  - Capital replacement
- Revenue generation projections
  - Develop a line item accounting
  - Admissions
  - Programs and services
  - Rentals
  - Other revenue sources
- Revenue/expenditure comparisons
  - Cost recovery level
- Project recommendations/profitability of options
  - Marketing strategy
  - Program/service considerations

The prepared budget resulting from the operational analysis will take into account staffing, contractual services, commodities and capital improvement. Additionally, the budget will address revenue projections and provide a 5-year operation projection for the facility.

Capital Improvement Budget
Estimated meetings 1 / Weeks 9 - 12

After completion of the concept plan, the 292 team will prepare an estimate of the project cost. The project cost is a comprehensive budget that encompasses the cost of construction and the overall development costs the community center campus. (A project development schedule will be prepared in conjunction with the project cost.) The project cost estimate can be used to prepare a Capital Improvement Budget for the project.

Preliminary Report Review
Estimated meetings 1 / Week 14

Prior to issuing the final report, our team will prepare a preliminary copy for review and discussion. This review allows for critical feedback and makes certain that the draft report responds to the study objectives as outlined at the project kickoff. The 292 team will assemble all research data and other critical information into a comprehensive, user-friendly format. The draft report will document the study process, address market and operational issues, and help define the economic parameters of the project.

Final Report & City Commission/Community Presentations
Estimated meetings 2 / Week 18

Once the final report is complete, the 292 team will present it to the Piqua CityCommission. We will summarize how the study was conducted and how its recommendations were developed; we will outline the value of the proposed community facilities to the city and the related costs to accomplish this new city amenity. Upon the Commission approval, the 292 team will present the proposed community center campus facilities to the citizens of Piqua.

FEE & STATEMENT OF COMPLIANCE

Lump Sum Fee
292 Design Group proposes the lump sum professional service fee of $29,500 for the services as outlined in our work plan.

Scope of Work Fee Breakdown
This fee was based on the following estimates for the scope of work:

Meetings, presentations, community engagement and workshops - $7,750

Program development - $1,750

Site analysis, charrette, concept plans, floor plans, campus plan, and building image - $8,900

Demographic and Market Analysis - $3,700

Operations and Revenue Projections - $4,300

Cost estimating - $1,350

Report preparation - S1,750

Total $29,500

Additional Services / Hourly Rates
Should additional services be requested they will be performed on an hourly basis at the following hourly rates.
Principal $145
Project Planner $105
Project Cost Estimator $120
Market and Operations Consultant $145

Travel / Reimbursable Expenses
Fees above include four (4) trips to Piqua. If additional trips are required they will be billed as a reimbursable expense. (Estimated cost of each trip is $1,500.) Also included in the fees above are printing and reproduction costs with a maximum of five (5) finished reports.

Statement of Compliance
292 Design Group will strive to conform to and comply with the City of Piqua's Equal Employment Opportunity requirements.

RESOLUTION NO. R-86-16

A RESOLUTION FIXING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED CITY TAX BUDGET FOR MIAMI COUNTY FOR THE CALENDAR YEAR 2017 AND DRAFT APPROPRIATION ORDINANCE

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding year on or before July 15th; and

WHEREAS, Charter Section 49 requires the submission of the draft of an appropriation ordinance based upon said budget;

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 public hearing on the proposed city tax budget for Miami County for the year 2017 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on July 5, 2016 at 7:30 P.M.; and

SEC. 2: The Commission Clerk is hereby directed to cause the publication of notice of said public hearing in the Piqua Daily Call;

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

RESOLUTION NO. R-87-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COVINGTON AVENUE RESURFACING PROJECT

WHEREAS, the National Transportation Act has made available certain Federal funding for use by local public agencies; and

WHEREAS, the City of Piqua has been awarded a portion of this funding through the Miami Valley Regional Planning Commission for the resurfacing of Covington Avenue from College Street to Sunset Drive; and

WHEREAS, the Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs; and

WHEREAS, the City of Piqua and ODOT desire to enter into a Local Let Project Agreement regarding the MIA-36-8.92, PID 103080 Project; substantially in the form of 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: The City Manager is hereby authorized to execute the MIA-36-8.92 LPA Federal Local-Let Project Agreement substantially in the form attached hereto as Exhibit A and all documents, instruments and agreements contemplated thereby and to execute such amendments to the MIA-36-8.92 LPA Federal Local-Let Project Agreement from time to time as contemplated by such Agreement.

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

Item # 11

Commission Agenda
Staff Report

MEETING DATE	June 21, 2016			
REPORT TITLE (Should match resolution/ordinance title)	A resolution authorizing the City Manager to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Covington Avenue Resurfacing Project.			
SUBMITTED BY	Name & Title: Amy L. Havenar, P.E., City Engineer			
	Department: Engineering			
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
APPROVALS/REVIEWS	☒ City Manager		☐ Asst. City Manager/Finance	
	☐ Asst. City Manager/Development		☐ Law Director	
	☐ Department Director		☐ Other:	
BACKGROUND (Includes description, background, and justification)	In March of 2016, the City was notified of our award for funding under the Surface Transportation Program (STP) through the Miami Valley Regional Planning Commission for the resurfacing of Covington Avenue. The project limits are College Street to just west of Sunset Drive. This project is being programmed as a Local-Let project which means the project bidding and the construction inspection will be handled by the City of Piqua, rather than having to pay ODOT to complete this work The project will consist of pavement repairs to the existing base, milling and overlaying of the roadway with a new asphalt surface, the adjustment of manholes and water valves, the installation of ADA compliant handicap ramps, and the placement of new pavement markings within the project limits.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A for this Legislation		
	Expenditure $:	N/A for this Legislation		
	Source of Funds:			
	Narrative	The total cost for the project is estimated to be $694,757. ODOT will provide to the City 75% of the eligible costs, up to a maximum of $512,068 in Federal funds.		
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to enter into an agreement with ODOT.		
	2.	Deny the resolution and do not proceed with the resurfacing project.		
PROJECT TIMELINE	The resurfacing is scheduled for the summer of 2017.			

STAFF RECOMMENDATION	Approve the resolution to allow for the City to enter into an agreement with ODOT for the Covington Avenue Resurfacing Project.
ATTACHMENTS	LPA Federal Local-Let Project Agreement (Exhibit A)

EXHIBIT A

MIA-36-8.92
COUNTY-ROUTE-SECTION

103080
PID NUMBER

27767
AGREEMENT NUMBER

_____
DUNS NUMBER

Rev. 2/22/2016

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the *City of Piqua*, hereinafter referred to as the LPA, 201 West Water Street, Piqua, Ohio.

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The MIA 36-8.92 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. Section 5501.03(D) of the ORC;
b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
e. 2 CFR Part 200; and
f. Federal Funding Accountability and Transparency Act (FFATA)

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be $ 694,757 as set forth in Attachment 1. ODOT shall provide to the LPA 75 percent of the eligible costs, up to a maximum of $ 512,068 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.

7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Amy Havenar, P.E.
City of Piqua
201 West Water Street
Piqua, Ohio 45356
937-778-2044

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. 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.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC.**

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, the LPA must obtain written, signed documentation

from the contractor that the DBE goal will be satisfied. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation.

The Contractor shall demonstrate its GFEs by submitting to the LPA the following information:

(1) All written quotes received from certified DBE firms;
(2) All written (including email) communications between the Contractor and DBE firms;
(3) All written solicitations to DBE firms, even if unsuccessful;
(4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
(5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise

The Ohio Department of Transportation

1980 West Broad Street, Mail Stop 4190

Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Bidder has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFE's have been demonstrated by the Contractor.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and

leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the LPA under the contract until the LPA complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant

or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No

delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Amy Havenar, P.E.
City of Piqua
201 West Water Street
Piqua, Ohio 45356

If to ODOT:

Scott C. Boyer, P.E., LPA Coordinator
Ohio Department of Transportation
1001 St. Marys Ave.
Sidney, Ohio 45365

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:[1]

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate[2]
- ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)[3]
- ☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate[4]

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[1] **Note**: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

[2] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

[3] Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

[4] Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

☐ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers[5] and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.[6]

LPAs that expend $750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAS are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[7] The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA,

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[5] Question and Answer guidance can be found at the following web address: http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf

[6] See 2 CFR §200.328.

[7] Per 2 CFR §200.502

ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.4 *Ohio Ethics Laws*: LPA agrees that it they are 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 ORC.

15.5 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.6 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement 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 ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.7 *Assignment*: Neither this Agreement 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.

15.8 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.9 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.10 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF PIQUA

By: _____

Title: _____

Date: _____

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Jerry Wray
Director

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES / USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	$ 12,000	100	LNTP							$ 12,000
PROJECT CONSTRUCTION COSTS	$ 164,124	25	LNTP	$ 492,373	75	4TA7				$ 656,497
INSPECTION	$ 6,565	25	LNTP	$ 19,695	75	4TA7				$ 26,260
TOTALS	$ 182,689			$ 512,068						$ 694,757

MIA-36-8.92
COUNTY-ROUTE-SECTION

103080
PID NUMBER

27767
AGREEMENT NUMBER

_____
DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We_____*(INSERT NAME OF LPA)*_____request that all payments for the Federal/State share of the construction costs of this agreement performed by _____*(CONTRACTOR'S NAME)*_____be paid directly to _____*(CONTRACTOR'S NAME)*_____.

_____

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

_____
Approved, ODOT signature